

OREGON STATE AND SOUTHWEST WASHINGTON

RESIDENTIAL DRYWALL

AGREEMENT

for the

DRYWALL FINISHING

INDUSTRY

July 1, 2017 – June 30, 2020

I.U.P.A.T. DISTRICT COUNCIL #5

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ARTICLE I - PREAMBLE AND PURPOSE

1.1 This is a Collective Bargaining Agreement between I.U.P.A.T. District Council No. 5 (referred to as the "Union") and any person, firm, corporation, joint venture or other business entity (referred to as the Employer) which signs this Agreement and which is approved by the Union.

1.2 Employers who are parties to this Agreement recognize the Union pursuant to Section 9(A) of the National Labor Relations Act as amended as the exclusive bargaining agent for the purpose of collective bargaining on behalf of all employees engaged in drywall finishing work.

1.3 The essential part of this Agreement is to recover work in the Residential Drywall Market for I.U.P.A.T. and it's contractors that have gone non-union.

When, in the opinion of any party to this Agreement, certain work might be secured for contractors signatory to this Agreement, and the present terms and conditions of work contained in this Agreement are not consistent with efficiency or practicality or the competitive position of the contractors, then the terms and conditions contained in this Agreement may be modified to govern such project, geographical area or type of work. The consent, in writing, of the Union shall be required to modify said terms and conditions.

1.4 To sign this Agreement, the Employer shall be required to furnish the following: an Oregon State Contractor's Registration Number; an Unemployment Insurance Account Number, a State Industrial Insurance Account Number; and evidence of an acceptable bookkeeping system or accounting facility including proper time cards and all records required by law.

ARTICLE II - SCOPE OF AGREEMENT

2.1 Drywall Finishing work as that term is used in this Agreement includes but is not limited to the following: All steps to execution of drywall finishing, spackling of all surfaces and application of texture finishes where adhesive materials are used, thin wall, radiant heat fill and all preparatory work of spotting, taping, finishing and sanding of joints and surfaces. Drywall Finishing work also includes the handling of all preparatory work incidental to drywall finishing of any surfaces. The grouting and caulking of door jambs, spray fireproofing and all other work which is usually executed by drywall finishers; and the operation and care of the job site of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades.

2.2 Drywall Finishing work also includes work, materials, equipment or processes which are substituted for the matters covered in Section 2.1 of this Article.

2.3 This Agreement applies to drywall finishing work to be done on residential construction. These terms are to be interpreted and applied in accordance with the National Labor Relations Act, as amended. The term Employee refers to persons performing certain job functions. It does not refer to Union membership or affiliation.

2.4 FOR THE PURPOSE OF THIS AGREEMENT. Residential construction is herein defined as and limited to all work in connection with wood frame construction, alteration and/or repair of all residential units, such as single dwellings, duplexes, row houses, town houses and apartments, nursing homes, retirement homes, and convalescent homes not to exceed five (5) stories in height, including a basement. This Agreement does not cover those housing units, which are normally referred to as "high rise" which are normally in excess of five (5) stories in height, including a basement.

2.5 Wages and benefits will be paid based on the following rate schedules: "Wage Schedule A": Remodel of existing residential units and new construction.

2.6 All drywall finishing work other than that stated in Section 2.4 and 2.5 must be done in accordance with the Oregon State and Southwest Washington Master Area Agreement for the Drywall Finishing Industry.

ARTICLE III - DEFINITIONS

3.1 The term Employer refers to any person who has agreed in writing to comply with the terms of this Agreement and includes any person acting as an agent of the Employer, directly or indirectly. The term "person" includes one or more individuals, partnerships, associations, corporations, joint ventures, legal representatives, trustees, and trustees in bankruptcy, or receivers.

3.2 The term Drywall Finishers and/or Drywall Finisher as used in this Agreement (previously referred to as journeyman) means an employee qualified in the industry who has completed an apprenticeship program or has passed the necessary examinations as to proficiency as a mechanic to perform the duties pertaining to the Drywall Finishing Industry as an employee, and who does not contract work.

3.3 Utility Person: Refer to Article IX

3.4 The term Apprentice as used in this Agreement means an employee who is learning the drywall finishing trade and is accepted and registered with the Joint Apprenticeship and Training Committee.

ARTICLE IV - RIGHTS OF THE PARTIES

4.1 All employees of any employer covered by this Agreement who are members of the Union on the date of execution of this Agreement shall be required by the employer to maintain their membership as a condition of employment. All employees who are not members of the Union on the date of execution of this Agreement and all employees employed after the execution date of this Agreement shall, on and after the eighth day following the date of employment, whichever is later, be required by the employer to become and remain members of the Union as a condition of employment.

4.2 In the event that a workman fails to tender the admission fee or that a member of the Union fails to maintain his membership in accordance with provisions of this Article, the Employer upon written request of the Union shall discharge any employees within twenty-four (24) hours after receipt of such notice.

4.3 The Union retains all rights except as those rights that are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and By-Laws, or who have violated the terms of this Agreement, or who have crossed or worked behind a I.U.P.A.T. District Council No. 5, or its affiliates authorized picket line including but not limited to, such a picket line at the employers premises or job site where the employer is engaged in drywall finishing work. This section is not intended and shall not be to authorize any conduct which is proscribed by the National Labor Relations Act.

4.4 The Business Representative of the Union shall, after conferring with the employer, have the authority to appoint a shop or job steward in any shop, or on any job, and so notify the employer in writing of the appointment. They shall have ample time to perform the duties of the Steward pertaining to Union affairs.

4.5 The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed.

4.6 Except as specifically limited by this Agreement, the Employer may discharge any employee for just and sufficient cause.

ARTICLE V - PROTECTION OF RIGHTS

5.1 Picket Line. Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

5.2 Subcontracting. The Employer shall not subcontract or otherwise transfer in whole or in part any drywall finishing work to be done at the site of the construction, alteration or repair of a building, structure, or other work unless the person, firm, partnership, joint venture, corporation or other business entity to whom the work is subcontracted or transferred has signed an Agreement with the Union.

5.3 This Agreement shall apply to all work within the trade jurisdiction of the Union and performed by drywall finishers. The bargaining unit shall consist of all drywall finishers and apprentice classifications contained in Schedule A, and the Employers recognize the Union as the sole and exclusive representative for all drywall finishers and/or drywall finishers and utility persons employed by the Employers for the purpose of collective bargaining in respect to rates

of pay, wages, hours of employment and fringe benefits, or other conditions of employment. Only the employees in the bargaining unit shall perform work covered by this Agreement.

5.4 It is the intent of the employer and the Union to protect all job site work, which has been traditionally performed by bargaining unit employees or which is claimable as bargaining unit work.

5.5 Work Covered. This Agreement covers all residential drywall finishing work, which members of the bargaining unit have historically performed, and all work which is fairly claimable by such members.

5.6 Evasion Prohibited. The Employer shall not directly or indirectly perform, undertake or accomplish or attempt directly or accomplish any drywall finishing work except in complete compliance with all terms and provisions of this Agreement.

5.7 In the event the Employer, or any principal involved with the Employer establishes a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or establishes a separate business entity within the geographical jurisdiction of the Agreement, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered by the terms of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 In the event that a dispute, grievance, or a difference of opinion or interpretation of this Agreement occurs, the following procedure shall be followed: (A grievance is defined as a violation of the terms or conditions of this Agreement.)

(a) STEP 1: Within fourteen (14) working days, excluding weekends or holidays, after the first occurrence of the action of the offending party, or other situation or condition giving rise to the issue, the aggrieved party or parties shall personally present the issue to their immediate supervisor, or designated labor relations person, or appropriate representative.

(b) STEP 2: If no settlement satisfactory to the issue(s) is reached within three (3) working days, a representative of the Union shall present the issue in writing to the Contractor within five (5) working days in the case of an employee complaint. The Contractor shall attempt to resolve the issue within five (5) working days. In the case where the Contractor is the complainant the issue shall be presented to the Union in a like manner and the Union shall attempt to resolve the issue within five (5) working days.

(c) STEP 3: In the event that a dispute or grievance occurred and is based on a difference in opinion or interpretation of the terms and conditions of this Agreement, then the matter shall be reduced to writing and submitted to the Joint Labor-Management Board. The Joint Labor-Management Board shall meet within fourteen (14) working days, (*weekends and holidays excluded) after receiving such written report and shall issue a ruling of interpretation, in writing within five (5) working days,

which shall be final and binding upon all parties involved. In the event that the Joint Labor Management Board fails to render a ruling of interpretation then the matter shall be processed only by recourse to the following steps.

(d) STEP 4: If the settlement satisfactory to the issue(s) is not reached within five (5) working days, the issue(s) shall be referred within five (5) additional working days by the grieving party by written certified letter to the local Federal Mediation and Conciliation Service office requesting the appointment of a mediator, such letter to be mailed with a copy to the defendant. The mediator shall call a hearing within ten (10) working days to be attended by the Contractor and the Union representatives. If resolution is reached at this step, it shall be reduced to writing by the parties.

(e) STEP 5: If settlement satisfactory to the issue(s) is not reached at the Mediator hearing; the issue(s) shall be referred within five (5) additional days by the grieving party by written certified letter to the Federal Mediation and Conciliation Service, Washington D.C., requesting a list of seven (7) arbitrators, such letter to be mailed with a copy to the other party. The outside Arbitrator shall be selected from the list by the Contractor and the Union alternately striking a name from the list until only one name remains. The Arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the Arbitrator shall be final and binding upon all parties.

6.2. The parties to this Agreement may agree upon a permanent outside Arbitrator.

6.3 The Joint Labor Management Board and the arbitrator shall have no authority to change, amend, modify, detract from, or add to the provisions of this Agreement, but shall have the authority only to apply clear and specific provision of the Agreement in reaching a decision.

6.4 The failure of the Contractor or Union to respond in a timely manner at any stage, or a non-response shall be a rejection of the grievance. Settled or withdrawn grievances of the Union or the Contractor shall not establish precedence. The failure of the Union or Contractor to process the grievance in a timely manner shall settle the grievance on the basis of the last Union or Contractor response.

6.5 The Arbitrator's fee and expense shall be shared by the parties. The parties shall be responsible for their own other cost, reimbursements, witnesses, expenses and fees.

6.6 Time limits referred to in this Article shall be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE VII – HEALTH AND SAFETY

7.1 The employer and employees shall observe all Federal, State, and local health and safety laws, rules and regulations. The health and safety standards for construction work; the General Safety and Health Standards published by Oregon OSHA and the Federal Occupational Safety and Health Act of 1970 and amendments thereof shall be made a part of

this Agreement.

ARTICLE VIII - APPRENTICES

8.1 Apprenticeship standards shall be those adopted by the Oregon State and Southwest Washington Joint Apprenticeship and Training Committee, and all apprentices shall be registered with this body.

8.2 It shall be the Employers responsibility to ensure that all apprenticeship standards are met.

8.3 The number of apprentices shall be a ratio of one apprentice to the first one fully trained journeyman in full employment on the job in order to assure adequate training and supervision. Additional apprentices are authorized at the ratio of one to three fully trained journeymen. Apprenticeship ratios may be altered on specified jobs with permission of the Union.

8.4 Apprentice wages shall be those listed in Schedule "A".

ARTICLE IX – UTILITY PERSONS

9.1 In order for any Employer to be eligible to employ Utility Persons they must strictly adhere to the specific regulations as follows:

(a) Utility Persons must be registered with the Union by the Employer prior to being placed and must be dispatched by the Union.

(b) Utility Persons must become and remain members of the Union.

(c) No Employer shall employ a Utility Person if the Union or the Labor Management Committee finds such employment detrimental to the Apprenticeship Program.

(d) All Utility Persons shall be paid 50% of the Residential Journeyman Rate plus Schedule A Utility person fringe benefits.

(e) Each employer may employ one Utility Person to one journeyman.

9.2 UTILITY PERSONS - SCOPE OF WORK:

Utility persons will not be allowed to work with any of the tools of the Drywall Finisher trade or perform any of the work normally done by Journeymen or Apprentices with the exception they may:

(a) Drive shop trucks and transport material and equipment, and do loading and unloading.

(b) Normal cleanup work at the shop and job site pertaining to the Drywall Finishing Industry.

(c) Perform work as a spray texture tender, pulling of spray hoses, masking preparatory to texture.

(d) Any Contractor found in violation of the regulations pertaining to Utility persons will be subject to such penalty as the Labor Management Committee deems necessary.

ARTICLE X - TRAVEL PAY AND SUBSISTENCE

10.1 During the lifetime of this Agreement, signatory contractors will be allowed to designate only one town as the base of their operations. They will state in writing to the Union which town will be used as starting point for purpose of travel pay during the lifetime of this Agreement.

10.2 In the event the employee lives closer to the job site than the employers shop is located, the employee's home shall be used as the starting point for the purpose of travel pay.

10.3 For jobs seventy (70) miles and over, subsistence of \$40.00 per day or actual expenses, whichever is greater, paid seven days a week plus one round trip at the straight time rate. The round trip rate shall repeat itself each time the employee is required to return to his starting point by the employer. This will be based on AAA road miles.

Road miles will be based from either the employee's residence or the employer's shop, whichever is closer to the job site.

ARTICLE XI - OUT OF AREA WORK

11.1 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in - either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both

through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

11.2 The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.

ARTICLE XII - WORK RULES AND HOLIDAYS

12.1 Eight (8) hours shall constitute a days work; five days shall constitute a weeks work, Monday thru Friday. All work over forty (40) hours per week, and all work performed on Saturday, Sunday and shall be paid at one and one-half (1-1/2) times the hourly rate. The workday shall be restricted to the hours between 6:00 a.m. and 6:00 p.m. and eight (8) hours of continuous employment (exclusive of lunch period) shall constitute a day's work, Monday thru Friday. If time is lost during the week, employees may work on Saturday for straight time pay up to a maximum of forty (40) hours of work for the week. When forty (40) hours is achieved for the week, all additional time for that week will be at time and one-half (1½). All work on holidays will still be at two (2) times the taxable pay. There will be two (2) ten (10) minute rest periods. Rest periods shall be mid-morning between start time and lunch and one mid-afternoon between lunch and quitting time.

12.2 Personal hand tools furnished by the drywall finisher shall consist of Hock and trowel, broad knives 1", 2", 4", 6", 8", 10", 12", hand mixer, mud pan, scrub brush, pole sander, snips, 2 buckets, utility knife, file, Phillips screw driver, tape reel, hammer, hand sander and whites. The employer shall furnish all tools with movable parts, all power tools, stilts, sandpaper and sanding sponges. It may be agreed upon between the employer and employee that if the employees use their own stilts they must be kept in good repair. The employers agree to pay for parts and materials for repair of the employee's stilts. It may be agreed upon between the employer and the employee that if the employee has a set of automatic taping tools and both parties agree, the employee can use these tools on the residential jobsite. Reimbursement to the employee will be set at the standard rate from Ames Taping Tools rental stores. Reimbursement will coincide with regular scheduled payday.

12.3 It shall be understood that the preparation of materials and equipment or the cleaning up and removal of same is to be performed by employees or employers, within working hours. All spray texture employees shall have sufficient clean-up time. Employees shall be allowed five minutes before lunch and fifteen minutes at the end of a shift for personal clean up.

12.4 Employees who report at the time they are instructed by the employer or his agent, and who are not put to work shall be paid one-half day's pay, except where employees are not put to work because of inclement weather or other conditions beyond the employer's control. All employees when ordered to work must be guaranteed a minimum of one-half day's pay.

12.5 The employee may haul in his or her vehicle at no additional expense to the employer any and all tools required to perform his/her daily duties. The employee may also at their sole discretion haul joint compound or any other materials needed but this shall not be a condition of employment.

12.6 Hours worked on recognized holidays, except Labor Day, shall be paid at two (2) times the hourly rate. Recognized holidays are New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day.

ARTICLE XIII - EMPLOYMENT OF MEN

13.1 The Union shall keep a referral list of out-of-work residential drywall finishers.

13.2 Employers shall hire through the Union.

13.3 If the Union cannot fill the Employers request for manpower within twenty-four (24) hours, the Employer may hire from any source.

13.4 The Employer agrees to notify the Union of all employees not hired through the Union within three (3) days.

13.5 Dispatching of drywall finishers will be in accordance with regulations established by the Union.

ARTICLE XIV - TRUSTS

14.1 By entering into this Agreement, the employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such Fund. The employer shall not be bound by the terms of any Trust Agreement or the actions of the Trustees of any Trust Fund unless the employer is obligated to make contributions to such Fund pursuant to this contract.

14.2 The Trusts, or The Union shall have the authority to appoint a C.P.A. who shall have the right to enter upon the employer's premises at reasonable time, during normal business hours, and inspect and copy business records and conduct other relevant duties to function as ordered by the Grievance Committee, Trusts, or Union. Such records as required by said agent to perform his duties will be provided by the employer.

14.3 If an employer audit conducted under the authority granted by this Agreement reveals an under payment of either wages or fringe benefits (Health and Welfare, Pension, Apprenticeship, etc.) the employer shall be required to pay the entire costs of the audit and liquidated damages due; unless, the under payment of fringes as revealed by an audit is less than 3% for the period under audit.

14.4 The Trustees of each of the Trusts shall be obligated to accept contributions from any employer who is party to an Agreement with the Union. The term employer as used in this Section includes governmental and quasi-governmental entities.

ARTICLE XV – FRINGE BENEFITS, DUES CHECK-OFF AND MARKET RECOVERY

15.1 Trust funds heretofore established for the benefit of the employee shall continue in full force and effect for the duration of the Agreement.

15.2 TRUST FUND PAYMENTS. All fund payments are in addition to wages and other benefits provided for in this Agreement and shall be those listed in Schedule "A" and Schedule "B". Each employer agrees to pay on behalf of each employee the following fringe benefits for each compensable hour received by such employee payable by the 10th of the following month to the central distribution point.

15.3 The Employer agrees that on or before the 20th of each month, on uniform reporting forms furnished by the distribution agency, to remit voluntary deductions of Dues Check-Off and Market Recovery Fund per each compensable hour on all consenting employees to the central distribution point.

15.4 The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

ARTICLE XVI – PAYMENT OF WAGES

16.1 All wages, travel and subsistence pay shall be due and payable by negotiable check on a regularly scheduled payday, payable on demand at par or by lawful currency in an envelope. In either case, a receipt (check stub) showing the employee's and employer's names, rate of pay, dates and hours work both regular and overtime, travel and subsistence pay, and all deductions made and amount due. The said payments shall conform to all provisions pertaining to the payment of employees as required in this Agreement and Federal and State Laws. Violation of this clause shall be deemed sufficient reason for removal, of employees by a Local Union and/or District Council Representative, and said removed employees shall be paid waiting time as per Section 16.4 of this Article. Workers shall be paid in full during working hours prior to quitting time on the jobsite once a week and not later than Friday following the previous week's payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid because of a holiday, he shall be paid the last workday of the job before the holiday.

16.2 Employees feeling they have a grievance pertaining to any compensation for wages, travel time or board and room shall file such claim with their employers as soon as possible.

16.3 It is agreed by the Union that the wages and conditions described in this Agreement are the minimum wages and conditions for dispatching of employees and no employee shall be permitted to work for any employer signatory to this Agreement for wages or under conditions below the minimum described herein.

16.4 Employees laid off for lack of work must be paid on the next regularly scheduled payday. The employee may receive his pay in person at the employer's place of business or by mail. Employees discharged must be paid in full at the time of dismissal. Failure to do so or failure to pay an employee on the regular payday, or payment of an employee by N.S.F. or otherwise non-negotiable check shall constitute a violation of this Agreement. In such instances, the Union may at its discretion, assess damages against such employer to the extent of time and one-half of the employee's regular rate of pay and all "waiting time" including Saturdays, Sundays or holidays, or take any other remedial steps as outlined in the Agreement. "Waiting time" shall be construed for purpose of this Section, as not more than eight hours in any 24-hour period during which an employee has not received pay.

16.5 On Federal Residential public works jobs the Employer shall pay the Residential Schedule "A" wage rate and fringe benefits negotiated in this Agreement or the Federal Residential wage rate that applies, whichever is higher.

ARTICLE XVII – DRUG TESTING

17.1 Labor and management agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end. The employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as it is performed in compliance with State and Federal laws.

17.2 All testing will be paid for by the employer. If test results are negative, the employee will be paid for his/her scheduled hourly wage rate and fringes for the time required to take the test. For the purpose of administering the Drug and Alcohol Program, the Wall and Ceiling Industry Drug Free Workplace Program will be incorporated into this Agreement.

ARTICLE XVIII – RESIDENTIAL WAGE CLASSIFICATIONS

Hourly Wage Rates - Hourly Trust Benefit Amounts - Dues Check-off and Market Recovery

18.1

Schedule "A" - Effective July 1, 2017 through June 30, 2020

	Taxable Wage	H&W	Pension	LMCI	Appr.	Total Package
<u>JOURNEYMAN:</u>	\$25.00	\$7.30	\$1.00	\$.10	\$.52	\$33.92

Journeyman Voluntary dues deductions:
Dues Check-Off 3.66%
Market recovery \$.71/hour

If an increase in Health and Welfare is required, the Employer agrees to pay the increase up to a maximum of \$.25 an hour to maintain benefits each year.

APPRENTICES: Refer to Master Area Agreement for wages and fringes.

UTILITY PERSON: Employees working as sprayman's utility person, masker, scraper, cut out, nail spotting, corner bead application etc., will be paid a minimum 50% of the Residential Journeyman Rate. After 90 days Health and Welfare will be paid. After one year, the Utility Person will receive full residential fringe benefits.

Utility Person Voluntary dues deduction:
Dues Check-Off 3.66%

APPRENTICES: Refer to Master Area Agreement for wages and fringes.

ARTICLE XIX - SAVINGS CLAUSE

19.1 Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of an agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof; provided however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts of provisions affected. If agreement is not reached within sixty (60) days after negotiations are requested the Employer or the Union shall have the right to take economic action. The remaining parts or provisions shall remain in full force and effect. The Employer and Union agree that any dispute in terms of the Residential Agreement pertaining to language not contained herein will be referred to the language within the Oregon State and Southwest Washington Master Area Agreement and will be considered binding upon both parties.

ARTICLE XX - SUCCESSOR CLAUSE

20.1 To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

All charges of violations of the above paragraph of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National labor Relations Board channels.

If, after an Employer has violated this Article, the Union and /or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article, that may be available to the Union and/or the Joint Trust Funds.

ARTICLE XXI - TERMINATION FOR CAUSE

21.1 Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

21.2 A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

21.3 The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE XXII - MARKET RECOVERY PROGRAM

22.1 The Union and the Contractor, as a product of collective bargaining negotiations, agree to institute and to continue in effect during the term of this Agreement, the Market Recovery Program. The market Recovery Program will be funded solely from union dues from employees who perform work under this Agreement or under other collective bargaining agreements with the Union. The Union shall have the sole discretion concerning subsidies to be awarded, funding levels and all other facets of the operation of the Market Recovery Program. Employers may request relief from the Market Recovery program on projects approved by the Union.

ARTICLE XXIII – LMCI CLAUSE

23.1 All District Councils and Local unions shall include in their collective bargaining agreements provision for contractors/employers to contribute to the Labor Management Cooperation Initiative a minimum of ten cents (\$.10) for each hour or portion thereof for which an employee receives pay.

ARTICLE XXIV - DURATION OF AGREEMENT

24.1 This Agreement shall remain in full effect until June 30, 2020 and shall automatically renew itself from year to year thereafter unless the Employer or the Union gives written notice of intention to modify the terms of this Agreement or to terminate this Agreement at least sixty (60) days, but not more than ninety (90) days prior to June 30, 2020 or as the case may be, of a subsequent anniversary date.

The undersigned Employer acknowledges the receipt of a copy of this Agreement.

Signed this _____ day of _____, 20__.

For the UNION:

For the EMPLOYER:

District Council #5 Business Representative
11105 NE Sandy Blvd.
Portland, OR 97220
