

IUPAT DISTRICT COUNCIL 5 / LOCAL 364

WESTERN WASHINGTON AREA AGREEMENT

FOR THE

DRYWALL FINISHING INDUSTRY



July 1, 2019 – June 30, 2022

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ARTICLE 1
PREAMBLE & PURPOSE

- 1.1 This Agreement is a successor Agreement to the Western Washington Area Agreement for the Drywall Industry, which was effective from July 1, 2016 to June 30, 2019. This Agreement is between International Union of Painters & Allied Trades (IUPAT) District Council 5 ("Union") and Employers as defined herein and those who are signatory to this Agreement. The parties recognize that the Northwest Wall and Ceiling Contractors Association (hereinafter referred to as "NWCCA") acted as a negotiator for certain Employers during negotiations preceding execution of this Agreement, but that the NWCCA is not itself signatory to this Agreement.

This Agreement shall be binding on the Union and upon all Employers who have employed or shall, during the period of this Agreement, employ workers represented by the Union and who have (1) signed this Agreement, or (2) expressly or impliedly authorized some other person to sign on such Employer's behalf and (3) requested and accepted referral of one (1) or more workers from the Union.

This Agreement shall be effective in the following Counties of Western Washington: Whatcom, Thurston, Snohomish, Skagit, San Juan, Pierce, Mason, Kitsap, King, Jefferson, Island, Grays Harbor, Clallam, and Lewis.

- 1.2 The NWCCA, and independent Employers who are parties to this Agreement, recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining on behalf of all employees engaged in drywall work.
- 1.3 The purpose of the Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Plans between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of drywall finishing, etc., and generally to encourage a spirit of helpful cooperation between the Employer and employee group to their mutual advantage and the protection of the investing public.
- 1.4 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. Any special agreement will be recorded in the records of the Labor Management Committee and will be made available to all Contractors upon request.

- 1.5 The parties to this Agreement recognize the Exterior and Interior Industry as a Specialty Market and the necessity of assuring the competitive position of the parties within the Exterior and Interior Industry during the term of this Agreement. In the event the Union negotiates a contract with any other contractor covering work scopes in this Agreement as defined in Article 2 (Scope of the Agreement) (excluding any Residential Agreement, Single/Special Project Agreement, Market Recovery Program funded projects and District Council 5 Maintenance Agreements) which has more favorable economic terms, then the Employers hereunder will have the benefit of any such favorable terms. In the event the Union offers any Employer performing the type of work covered by this agreement in the geographic area covered by this Agreement, the Union shall immediately notify the Employer in writing. Any signatory contractors performing work scopes covered by this Agreement shall be required by the Union to pay an amount equal to the total Employer cost package under this agreement. It shall not be a violation of this provision if a signatory contractor performing work covered by this agreement, rather than paying into the Industry Fund as defined by this agreement, pays an equal amount into the Western Washington Apprenticeship and Training Trust, or to a different trust or third party pursuant to a fund, plan, or program that is mutually agreed upon by the Union and the NWCCA so that the total Employer cost package remains the same. Such mutual agreement is not to be unreasonably withheld. A violation of this provision shall permit the Employer to adjust its total Employer cost package or working condition to equal the more favorable term.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Drywall 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 work also includes the handling of all preparatory work incidental to drywall finishing of any surfaces. The grouting and caulking of door jambs, caulking between sheetrock walls and/or ceilings and adjoining walls, ceilings, and floors of other material, spray fireproofing, firestopping, application of exterior insulation and/or finishes, flushing of concrete, steel, wood, or plaster surfaces and all other work which is usually executed by Drywall Tapers and Finishers; and the operation and care on 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 work also includes work, materials, equipment or processes that are substituted for the matters covered in Section 2.1 of this Article.
- 2.3 Painting work is as defined in the constitution of the International Union of Painters and Allied Trades, AFL-CIO; the National Joint Board decisions of record, and local area customs and practices.

- 2.4 This Agreement applies to drywall work to be done at the site of construction, alteration, painting, or repair of a building, maintenance, or other work. These terms are to be interpreted and applied in accordance with the National Labor Relations Act, as amended.
- 2.5 No limitations shall be placed on the work covered by this Agreement by reason of the surface, type of materials, or purpose for which the materials used are designed or intended.

ARTICLE 3 **RECOGNITION & BARGAINING UNIT**

- 3.1 If at any time during the term of this Agreement, the Union shows proof, or offers to show proof, that a majority of the Employer's employees covered by the labor agreement support the Union and have authorized the Union to serve as their collective bargaining representative, the Employer will immediately (within five days) recognize the Union under Section 9(a) of the National Labor Relations Act as the sole and exclusive bargaining representative of all employees within the craft and geographical scope of the labor agreement.
- 3.2 The Union, and all independent Contractors who have agreed to abide by the wages, hours, terms and conditions of employment set forth in this Agreement do hereby agree to establish and recognize a single Employer collective bargaining unit for each signatory Employer. The Union recognizes the Employer's designated representative as the authorized bargaining agent for those Employers in the Drywall and Painting Industry operating within the territorial area covered by this Agreement for the type of work covered by this Agreement who have or hereafter sign this Agreement.
- 3.2.1 Employers covered by this Agreement shall be free to designate their own representative for the purpose of collective bargaining; however, such designation shall not affect the Employer's right or obligation to make Trust or Fund contributions required by this Agreement.

ARTICLE 4 **DEFINITIONS**

- 4.1 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, trustees in bankruptcy or receivers.
- 4.2 The term "Drywall Finisher" and/or "Taper" as used in this Agreement (previously referred to as Journeyman) means persons qualified in the industry who have completed an apprenticeship program or have passed the necessary examinations as to proficiency as a mechanic to perform the duties pertaining to the Drywall Industry as an employee, and who do not contract.

- 4.3 The term “Apprentice”, as used in this Agreement, means persons who are learning the Drywall trade who have been accepted by the local Painting, Decorating and Drywall Joint Apprenticeship and Training Committee and are registered with the Washington State Apprenticeship Council.
- 4.4 The term “employee”, as used in this Agreement, means persons formerly referred to as Journey worker or Drywall Finisher and/or Taper Apprentice as defined in this Article.

ARTICLE 5 **RIGHTS OF THE PARTIES**

5.1 The Union retains all rights except as those rights 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 Bylaws, or who have violated the terms of this Agreement, or who have crossed or worked behind an IUPAT District Council 5, its affiliated or its affiliations authorized primary picket line, including but not limited to such a picket line at the Employer's premises or job site where the Employer is engaged in drywall work. This Section is not intended and shall not be construed to authorize any conduct that is proscribed by the National Labor Relations Act.

It shall not be a violation of this Agreement if the Union advises Drywall Tapers or Painters to exercise rights conferred by this Agreement or provided by law.

- 5.2 Except as specifically limited by this Agreement, the Employer shall have exclusive rights to manage his business, to control and supervise all operations and direct all working forces, including, but not limited to, the right to select and hire, discharge (with or without cause), promote, transfer, or schedule employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain efficiency among his employees.
- 5.3 Liability clause: The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such an act is expressly authorized by said Union.

ARTICLE 6 **GRIEVANCE PROCEDURE / LABOR - MANAGEMENT BOARD**

6.1 Except as expressly otherwise provided in this Agreement, there shall be no strike or lockout on any job over any grievance or dispute between the Union or the Employer and all grievances or disputes between the Union and the Employer, arising during the terms of this Agreement, shall be settled in accordance with the provisions of this Article. The terms grievance or dispute include but are not limited to differences concerning the interpretation and application of this Agreement.

- 6.2 There shall be established a Labor-Management Board composed of three (3) members from Labor and three (3) members from the NWCCA selected by their respective parent bodies. This board may interpret the intent of the negotiations of the Agreement, act as the grievance committee, establish procedural and record keeping guidelines for its operation and promote the industry. The Labor-Management Board is authorized to mutually agree to make modification to this Agreement as necessary. Any majority decision by the Board shall be final and binding on all parties and employees.
- 6.3 In the event a grievance or dispute arises, representatives of the Union shall attempt to settle the grievance or dispute by contacting the Employer involved within 10 working days of knowledge of the event or from when the grievant should have known of the event but in no event longer than 45 working days from the actual event giving rise to the grievance. In the event the grievance or dispute is not resolved, either the Union or the Employer is authorized to refer the grievance or dispute to the Labor-Management Board. Working days shall be defined as Monday through Friday excluding the listed holidays.
- 6.4 The Labor-Management Board shall act as the Grievance Committee. If a member of the Board is involved in the grievance or dispute, then an alternate member shall be chosen from their respective group with the decision of the board becoming final and binding upon all parties. The hearing shall be held in Seattle, Washington or in a place mutually agreed to. Four (4) members of the Board, two from Management and two from Labor, shall constitute a quorum to hear each dispute or grievance and voting will be by secret ballot. The Board shall endeavor to meet within ten (10) working days of the date to the matter is referred to it. If the grievance or dispute is not resolved in this manner within ten (10) working days, or if a deadlock exists within the Committee, either the NWCCA, the Employer or the Union is authorized to refer the matter to arbitration, if advanced in writing by the filing party within thirty (30) calendar days from that date.
- 6.5 If the parties cannot agree on an arbiter, the party requesting arbitration is authorized to request the American Arbitration Society or the Federal Mediation and Conciliation Service to submit a list of nine (9) names of Northwest Arbitrators, and the Union and the NWCCA shall alternately strike eight (8) names from the list. The remaining name shall be the arbitrator. The arbitrator chosen will be authorized to hear the dispute or grievance submitted to him and his decision shall be final and binding. The arbitrator's fee shall be paid by the party who loses the case. The impartial umpire may, in his discretion, allocate the fee between the Union and the Employer or NWCCA if he believes that the Union, the Employer, nor the NWCCA substantially prevailed.
- 6.6 In the event the Union claims that an Employer has violated any of the trust contributions provisions of this Agreement, the Union shall be permitted to take economic action against such Employer. If such Employer deposits a certified check in the amount claimed by the Union to be due, made payable to the Union, with a local bank and gives the Union notice that this has been done, the Union shall be required to refrain from further economic action and to submit the matter to the Labor-Management Board and the procedure under Section 4 of this Article shall apply. In the event the Union takes economic action pursuant to this Section, the Employer shall be liable for up to two days lost wages and trust payments on wages sustained by his employees.

- 6.7 No claim for back pay, travel time, overtime, or any pay due and payable each week will be considered if filed later than 14 days. However, this shall not preclude the right to hear any complaints during the terms of this Agreement wherein the evidence indicates a condition of chronic or continual violation or to take such remedial action as the situation may demand consistent with the intent and purpose of this Agreement. To be valid, a grievance must be filed within 10 working days of the occurrence or knowledge of the event but in no event later than 45 working days from the actual event. Working days are Monday through Friday not counting any listed holidays.

ARTICLE 7 **UNION SECURITY**

- 7.1 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.
- 7.2 It is understood and agreed that all parties to this Agreement have agreed to form and be a part of a single collective bargaining unit composed of all Employers and Unions who are bound by the terms of this Agreement. Accordingly, an employee who is not a member of a signatory Union at the time of his initial employment, will be granted only one eight (8) day grace period during the life of this Contract.
- 7.3 In the event that a worker fails to tender the Administrative Processing Fee or that a member of the Union fails to maintain their membership in accordance with the provisions of this Article, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said individual worker within 48 hours (Saturdays, Sundays and holidays excluded) or the Employer will be liable for Union dues and fees.
- 7.4 The Union agrees to hold the Employer harmless in any case where the Employer has complied with the written instruction of the Union in accordance with Section 3 above and the Employer has complied with Article 12 "Employment of Employees".
- 7.5 The Union shall have the right to withdraw its' members during working hours for picket duty assigned to such member, providing it does not work a hardship upon the Employer. The Union agrees to notify the Employer twenty-four (24) hours in advance.

ARTICLE 8 **PROTECTION OF RIGHTS**

- 8.1 Picket Line: It shall not be a violation of this Agreement and it shall not be cause for discharge, discipline or permanent replacement for any employee covered by this Agreement to refuse to cross or work behind any primary picket line. It shall not be a

violation of this Agreement, and it shall not be cause for discharge, transfer or disciplinary action, if any employee refuses to perform any service that his or her Employer undertakes to perform for an Employer or person whose employees are on strike.

- 8.2 Subcontracting: The Employer shall not subcontract or otherwise transfer in whole or in part any drywall and/or any other work performed by members of the IUPAT to be done at the site of the construction, alteration, painting 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 a Collective Bargaining Agreement with IUPAT District Council 5.
- 8.3 This Agreement shall apply to all work within the trade jurisdiction of the Union and performed by Drywall Finishers, Tapers, and/or Painters. The bargaining unit shall consist of all Drywall Finishers and/or Tapers and Apprentice classifications contained in schedule "A" and Painter classification set forth in Schedule "B", and the Employers recognize the Union as the sole and exclusive representative for all Drywall Finishers and/or Tapers, Apprentices and Painters 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 the work covered by this Agreement.
- 8.4 It is the intent of the Employer and the Union to protect all job site work which has been traditionally performed by the bargaining unit employees or which is claimable as bargaining unit work. The NWCCA shall endeavor to support and assist the Union in jurisdictional disputes.
- 8.5 The Union agrees to cooperate with the individual Employers in achieving maximum efficiency and productivity and to work with management and individual Employers to eliminate inefficiency, work stoppages and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any Journey worker or Apprentice to work for other Employers after their regular day's employment with one Employer, or for any Journey worker or Apprentice to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations, except as part of an organizing drive. Any employee violating this section may be terminated.
- 8.6 Work Covered: This Agreement covers all drywall and/or painting work which has been historically performed by members of the bargaining unit and all work which is fairly claimable by such members.
- 8.7 Evasion Prohibited: The Employer shall not directly perform, undertake or accomplish or attempt directly or indirectly to perform, undertake or accomplish any drywall and/or painting work except in complete compliance with all terms and provisions of this Agreement.

ARTICLE 9
SAFETY

- 9.1 The Employer agrees that no employee will be allowed to use any poisonous materials injurious to the health such as wood alcohol, coal tar products, benzol varnish remover, toxic materials and paint with heavy lead content or to perform the sanding of other dangerous materials, unless they are protected by every modern device and method used for health protection.
- 9.2 The safety standards for construction work, the General Safety and Health Standards published by the Washington State Health Department of Labor and Industries and Federal Occupational Safety and Health Act of 1970, and amendments thereof shall be a part of this Agreement.
- 9.3 Both Labor and Management agree that both the Employer and the employees will abide by all the safety rules, including first aid cards, and regulations as stated in Section 2.
- 9.4 The parties signatory to this agreement agree to a substance abuse policy known as the Northwest Wall and Ceiling Industry Drug Free Card Program. No Employer signatory to this agreement shall be required to participate in the Northwest Wall and Ceiling program if they so choose.
- 9.5 It is agreed that the Employer may return an injured employee to light duty status when allowed by the employee's doctor, per state law.
- 9.6 The Employer agrees to ensure that an adequate source of potable drinking water is on all job sites. Drinking water shall be located within reasonable proximity of the work area.

ARTICLE 10
PIECE WORK PROHIBITION

- 10.1 Any employee covered by this Agreement who enters into any arrangement (other than that described in Addendum A), expressed or implied, direct or indirect, with an Employer which contemplates any form of compensation (other than hourly wages as provided for in this Agreement) shall be terminated by the Employer and shall not be re-employed by such Employer during the term of this Agreement. In addition to any and all rights conferred either by law or by the terms of this Agreement, the Union shall have the right to picket or strike or both, any Employer who enters into an arrangement prohibited by this Article or who fails or refuses to terminate any employee who has entered into such an arrangement. The Union shall also have the right to terminate the Contract of such Employer.
- 10.2 Trust Fund contributions shall be based on actual hours worked.

ARTICLE 11
EMPLOYER RESPONSIBILITIES

- 11.1 The following requirements shall be applicable to all Employers who are parties to this Agreement:
- a. Every Employer, bound by this Agreement, is required to notify the Union, in writing, by certified mail, within thirty (30) days after any change in ownership. If such notice is not given, the Employer shall be liable for all losses sustained within the thirty (30) calendar days following such change in ownership.
 - b. This Agreement shall apply to all present and subsequently acquired operations of the Employer that performs work covered by this Agreement and shall be an accretion to the Bargaining Union, including but not limited to newly established or acquired business.
 - c. The Employer shall not require any employee covered by this Agreement to report at the job site or in the shop more than thirty (30) minutes before working time.
 - d. 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 this 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.
 - e. The Employer agrees that on work performed coming under the scope of this Agreement where plans or specifications have been provided by an awarding authority said specifications shall be available for inspection by the representative of the Union and/or District Council.
 - f. When Employers indicate a desire to perform work coming under the scope of this Agreement, they will be required to show to the satisfaction of the Union that they have equipment for the work. They shall also be required to hire one Taper who shall act as Supervisor at all times. Said Supervisor shall be the first employee employed by the general or building Contractor and shall receive ten percent (10%) per hour over and above Journey level pay. The Contractor shall be required to pay all fringe benefits as specified in the Agreement. All such Agreements shall be filed with the Trust offices who in turn shall accept trust contributions from such Employers. The Employer shall at all times be free to select its supervisors without recrimination by the Union against the Employer or Supervisor for acting in the interest of the Employer.
 - g. The following information shall be required when an Agreement is signed: Washington State Contractors Registration number and the bond required by this Agreement. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper timecards for all employees, and suitable payroll check stubs and other records required by law. The Union will provide copies of this information to the NWCCA.

- h. In the event any Employer, bound by this Agreement, terminates its' drywall and/or painting business, such Employer shall not be permitted to assign or transfer this Agreement without the written consent of the Union. A change in the Employer's business structure (e.g. proprietorship to corporation) or mode of doing business shall not justify noncompliance with this Agreement.
- i. Employer party hereto shall not use any corporation or other operation device for the purpose of violating his obligations under this Agreement.

ARTICLE 12
EMPLOYMENT OF EMPLOYEES

- 12.1
- a. Except as specifically limited by this Agreement, the Employers shall have entire freedom of selectivity in hiring and may discharge any employees for any cause that they may deem sufficient.
 - b. It shall be the responsibility of the Union to dispatch qualified and competent workers.
 - 1. Whenever the Employer requests a worker by name to a particular job, the worker/employee shall be responsible to obtain a dispatch slip from the Union which includes wages, benefits, travel or other compensation applicable to the job. Dispatch slips may be faxed directly to the Employer's office. The Union and Employer reserve the right to correct any inaccurate dispatch. A corrected dispatch shall not result in a liability for an Employer of more than twenty-one (21) calendar days prior to correction.
 - 2. When a member arrives at the hall for a dispatch slip, the Union will remind all potential dispatchees to be prepared to present I-9 documentation upon reporting to work. I-9 documentation forms will be available at the Union hall upon request. All employees shall comply with State and Federal requirements for employment.
 - c. New workers to the Local who claim to have a certain degree of skill shall be dispatched with notice to the Employer as to how this worker was rated and accepted into the Union. Within the first week of employment the Employer will evaluate the Tapers skill and ability. If the Employer notifies the Union that the Taper is not, in his opinion, a Journey level worker, the Taper will be re-evaluated and offered the opportunity to enter the Apprenticeship program at a level commensurate with his or her skills. In the event direct entry should become limited for any reason the parties shall agree to a replacement provision within 60 days of a request for such replacement.
 - d. As a condition of employment employees shall be required to possess a current scaffold user certification, scissor/boom lift certification, fall protection certification, OSHA 10 or OSHA 30 certification and current CPR/First Aid certification. Labor and management agree to meet to discuss trade related curriculum that will be sponsored by the JATC and made available to Journey level Drywall Finishers.

e. The Employer agrees not to discriminate against employees because of age. The Employer agrees to cooperate with the Union in finding suitable employment for employees over 50 years of age.

12.2 Painters, Tapers, and Apprentices will be hired in the manner set forth in this Article. Each Local party to this Agreement will maintain separate hiring halls. Hiring halls will be operated on an open and nondiscriminatory basis for employment, of this particular trade, including Painters and/or Tapers or indentured Apprentices, previously employed by Employers in the multi-Employer unit included in this Agreement and non-member workers who may make application for a place on the appropriate out-of-work list.

12.3 When an Employer desires to hire Painters, Tapers, or Apprentices a request shall be made to the Local that has jurisdiction over the job. If the order is not filled within twenty-four (24) hours the Employer can hire from any source. The Employer shall report the name, address and the last four digits of the social security number of any employee hired outside the hiring hall to the Local having jurisdiction over the job within forty-eight (48) hours after the employee begins work. Under no circumstances will any worker be employed by any Employer for work covered under this Agreement unless said worker has been properly dispatched by referral slip from the Local Union Office.

12.4 Separate out-of-work lists will be maintained for Painters, Tapers, Painters Apprentices and Taper Apprentices. The Painter and Taper lists will be divided into three (3) parts: "A", "B" and "C". The "A" list will consist of applicants who have two or more consecutive years work in the bargaining unit. The "B" list will consist of applicants who have three or more years work at the trade. The "C" list will consist of all other applicants. A year means one thousand (1,000) hours work within a calendar year. Health and Welfare reports will control for purpose of the "A" list. Applicants seeking registration on the "B" list have the burden of proving required experience. "B" list applicants shall be entitled to register on the "A" list after proving twenty-four (24) months residency in the local area and having been registered on that Local Union's "B" list for twenty-four (24) months. Unemployed applicants may register in any Local Union covered by this Agreement; however, no applicant shall register in more than one (1) Local Union at any time. Any applicant who registers on the out-of- work lists maintained by any of the Locals party to this Agreement will be removed from such lists and required to re-register if said applicant is registered in more than one (1) Local Union at any time. All applicants must re-initial their respective list every thirty (30) days. Failure to do so will be cause for the Union to remove said applicant from the list. Effective July 1, 2011, in order to maintain status of the "A" out-of-work list, each employee shall have current certifications for First Aid/CPR, OSHA 10, and Scaffold User.

12.5 a. Upon receiving a request for Painters or Tapers, and in absence of specific request by name, by the Employer, the Union will first refer from the "A" list. A dispatch will not be issued to an otherwise qualified applicant who within the previous twelve (12) months was terminated ineligible for rehire. The Employer agrees to notify the Union, in writing, of the name or names of any former employees not eligible for rehire. It is agreed that the Employer may request applicants by name.

Such requests will be honored by the Union if said requests are made in writing; and the applicant is registered on the "A", "B" or "C" lists. The Union shall not be required to recite the list to the Employer.

- b. Special skills and foreman requests will be recognized if "A" and "B" list applicants having such skills are available. Requests by name for special skills or foreman must be confirmed in writing within forty-eight (48) hours.
- c. An Appeals Board is hereby established consisting of two (2) members selected by the Employer and two (2) members selected by the Union and one (1) neutral member selected by the four (4) members for the sole purpose of hearing appeals brought about by an applicant who may believe that his rights to referral have been violated or infringed upon.
- d. He / she shall have the right to appeal his case before said Appeals Board, by filing a brief statement, in writing, setting forth the details of his position and forwarding the same to IUPAT District Council 5, 6770 East Marginal Way S, Building E, Suite 321, Seattle, Washington 98108. IUPAT District Council 5 shall notify the other party indicated above and the Board shall meet within five (5) days after such notification. A majority decision of the Appeals Board shall be final and binding and shall be complied with. Administration of this Section shall be by the Labor-Management Board.

- 12.6 a. Employees who are working, within the geographical area covered by this Agreement for an Employer who is party to this Agreement, may be transferred from job to job any place within the area covered by this Agreement, without being dispatched to such subsequent jobs, provided however, this exception shall not apply if the employee has been laid off or terminated between jobs and provided, further, that any such employee must immediately report to the Local Union into whose jurisdiction he has been transferred. In each such case, the first two employees on the job can be from the Employer. The third employee will be from the local area. Beginning with the fourth employee, who can be from the Employer, the remainder of the employees will be 50% from the local area and 50% from the Employer. In the event employees are not available from the local area to meet these requirements, any others may be employed as needed to meet project requirements. Employers whose regular and permanent business is located outside the area covered by this Agreement shall not bring into the area covered by this Agreement more than 50% of the employees (supervisors are to be included in figuring the 50%) required to perform any job within the area covered by this Agreement.
- b. Neither the Employer nor an out-of-work list applicant shall be entitled to subvert the ratios called for in 12.6(a). Any applicant who is not a member of the Local Union, shall be required to state whether s/he is leaving the jurisdiction of his Local Union to continue in the employ of his home firm in some other jurisdiction, if such be the case, the applicant shall not be eligible for dispatch by name on the out-of-work list.

- c. A member making application for Clearance Card shall be required to state whether s/he is leaving the jurisdiction of his Local Union or District Council to continue in the employ of his home firm in some other jurisdiction, if such be the case, the applicant shall not be eligible for dispatch by name off the out-of-work list.

- 12.7 An Affirmative Action Program to encourage the employment of minorities and women by the Employers covered under this Agreement shall be established. The Joint Apprenticeship and Training Committees will do administration.
- 12.8 The Employer agrees not to discriminate against employees because of race, religion, color, sex, national origin, sexual orientation, disability or veteran status.

ARTICLE 13
JOB STEWARDS

- 13.1 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. Stewards shall not be laid-off, transferred or terminated without notification to the Business Representative of the District Council. They shall have reasonable time to perform the duties of the Steward pertaining to Union affairs. Disruptions to productivity shall be minimized.
- 13.2 The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed. Disruptions to productivity shall be minimized.
- 13.3 Employees shall not be penalized for participation in Union activities during work hours, such as political rallies, volunteer projects, etc., providing it does not put an undue hardship upon the Employer. The Union agrees to notify the Employer twenty-four (24) hours in advance.

ARTICLE 14
DRYWALL TAPER APPRENTICES

- 14.1 It is agreed that the program as completed by the local Joint Apprenticeship and Training Committees and approved by the Washington State Apprenticeship and Training Council is part of this Agreement. All Apprentices shall be registered with the local Joint Apprenticeship and Training Committee (JATC) and the Washington State Apprenticeship and Training Council (WSATC).
- 14.2 Each Employer may be required to employ one Apprentice to each five Tapers or major fraction thereof, unless their right to train Apprentices has been revoked by the local Apprenticeship and Training Committee. This shall not limit the obligation of the Employer to train Apprentices in the proper ratio to the total number of Tapers in the shop when substantial local unemployment exists in the area of the Local Union or District Council.

- 14.3 Apprentices shall enter into a written agreement with the Employers, an association of Employers, organization of Employers, or other responsible agencies for a period of not less than those provided by the local Joint Apprenticeship and Training Committee Standards; all in conformity with the regulations established by the Apprenticeship Council of the State of Washington and adopted by the Joint Apprenticeship and Training Committee.
- 14.4 Employers and members of the Unions agree that all Apprentices working in the trade shall attend Vocational School where established for training of said Apprentices and assist in the enforcement of all rules and regulations now in effect and hereafter adopted by the local Joint Apprenticeship and Training Committee.
- 14.5 All Apprentices failing to attend classes where schools are established for block training sessions or nights designated, except by legitimate excuse, shall be immediately removed from their work by an authorized representative of the Union and shall not be permitted to return to said work until a hearing has been held before the local Joint Apprenticeship and Training Committee and the matter settled to the satisfaction of said Committee. The parties will request that the JATC notify the Union, the last known Employer and the NWCCA whenever the JATC suspends or terminates an Apprentice from the program.
- 14.6 Positively no Apprentice shall be sent to out-of-town work that will interfere or prohibit an Apprentice from attending classes designated for school attendance.
- 14.7 Drywall Apprentices sent to jobs shall be accompanied by a Drywall Taper until said Apprentice has had six months experience at the trade.
- 14.8 All Apprentices and Employers subject to the terms of this Agreement shall work in strict conformity with the Federal and State Regulations and all applicable JATC standards covering drywall Apprentices.
- 14.9 No Apprentice shall be allowed to drop his/her apprenticeship card and take out or apply to a Local Union for a Journey worker card, unless the local Joint Apprenticeship Committee has granted permission.
- 14.10 An Employer seeking to hire Apprentices shall first call the Local Union for available Apprentices prior to hiring from an outside source.

ARTICLE 15
HOURS OF WORK & WORK RULES

- 15.1 a. Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday. A single shift operation shall be established for a minimum of three (3) days.
- b. A single day 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, acts of God or nature or contractual requirements of the General Contractor, Monday through Friday, then Saturday may, at the option of the Employee and if approved by 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 or Tuesday through Friday. In the event the job is down due to weather conditions, acts of God or nature or contractual requirements of the General Contractor, then Friday (when working Monday through Thursday) or Saturday (when working Tuesday through Friday) may, at the option of the Employee and if approved by the Employer be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.
- d. Hours outside and/or in excess of the above shall be paid at the appropriate overtime rate. The first two (2) hours of overtime in a day, Monday through Friday for the eight (8) hour day shall be at the rate of time and one-half. Hours in excess of ten (10) hours per day shall be paid at the rate of double time. All employees shall receive a fifteen (15) minute break after three (3) hours worked as well as a thirty (30) minute break after five (5) hours.
- e. No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.
- f. 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.
- g. 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) hour of pay on a four-ten shift.
- h. 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 applicable overtime rate until he/she shall have eight (8) hours off.
- i. 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.
- j. 1. Meal Periods. Employees meal periods shall be (30) minutes in length and shall be observed no sooner than (1) one hour prior nor (1) hour later than mid-shift 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 an additional one-half ($\frac{1}{2}$) hour at the applicable overtime rate. The parties agree that each employee shall have the right to take their lunch and/or break upon request to the Foreman.

2. Rest Periods. The employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee at the end of the third (3rd) hour of any shift. The rest period shall be considered as time worked for the purpose of determining the workday. Should there be overtime work requiring two or more hours, a fifteen (15) minute rest period shall be allowed between the regular hours and the overtime hours. This time shall be considered as time worked for the purpose of determining the workday. It is 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.
3. The Company may permit the employees to waive their thirty (30) minute Meal Period with a revocable written offer. Should the meal period be waived, the initial rest period set forth in Section 15.1(j)2 shall be observed no sooner than one (1) hour prior, and no later than one (1) hour later, than mid-shift.

15.2 Work performed on Saturday shall be paid for at the rate of time and one-half for the first eight (8) hours and at the rate of double time thereafter. Work performed on Sunday or holidays shall be paid for at the rate of double time.

15.3 The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Saturday after Thanksgiving, Christmas Eve and Christmas Day. If a holiday falls on Sunday, the following Monday shall be considered as a holiday. Overtime rate of double time shall apply to the above holidays, except no work at all shall be performed on Labor Day. Martin Luther King Day will be recognized as a day of observance and any employee can take the day off without recrimination provided the employee gives the Job Superintendent 48 hours notice s/he will be observing the holiday.

15.4 Two shift operations shall consist of five (5) or more consecutive days. The day shift shall work eight (8) hours for eight (8) hours pay. The swing shift shall receive eight (8) hours pay for eight (8) hours worked. The graveyard shift shall receive eight (8) hours pay for seven and one-half (7½) hours worked. On a multiple shift operation, the Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

15.5 Three Shift Operation

First Shift - The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 4:00 a.m. and 6:00 p.m.

Second Shift - The second shift shall be seven and one-half (7½) hours of continuous employment except for lunch period at mid shift and shall be paid for at eight (8) hours at the straight time hourly rate.

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

- 15.6 Where a single shift starts at a premium rate and carries over to a lesser rate, the starting rate continues, unless there is a full eight (8) hour break between shifts.
- 15.7 Personal hand tools furnished by the Taper shall consist of broad knives 1", 2", 4", 6", 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, (please see attached list). The Employer shall furnish all tools with movable parts, all power tools and stilts. The Employer will keep all stilts in good working conditions and will pay for all the repairs.
- On jobs where four (4) or more employees are working the contractor agrees to provide secure storage for the employee's tools. If the Employer fails to provide secure storage for the employees, the Employer shall be liable for the employees required personal hand tools.
- The use of stilts should not be a requirement of employment. If stilts are used, they will not exceed 36" in height or be used in unsafe working conditions.
- 15.8 Any new materials or equipment coming into the trade and, after proper analysis considered injurious to the health, shall not be used.
- 15.9 Employees are not required to report to the job or shop more than 30 minutes before working time.
- 15.10 No employees shall resort to any extreme measure to rush one another and thereby do injury to the trade.
- 15.11 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 cleanup time. Employees shall be allowed five (5) minutes before lunch and at the end of a shift for personal cleanup.
- 15.12 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 two (2) hours pay and shall remain at the job-site for the two (2) hours if required by the Employer, 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 two (2) hours pay which will be compensated at the appropriate rate, including overtime if applicable. If the Union dispatches a worker to the Employer and the worker turns out not to be legally employable or fails an appropriately administered pre-employment drug test due to drug use, the two (2) hours show up pay shall not be applicable and the worker shall receive no other compensation for the drug testing time.
- 15.13 It shall not be condition of employment, but the employee shall be permitted, at their discretion, to haul in his or her vehicle at no additional expense to the Employer: Hand tools (excluding Ames taping tools or the equivalent thereof), Cord, Drill Motor, Stilts, Material.

ARTICLE 16
TRAVEL PAY & SUBSISTENCE

16.1 **Zone Pay Differential:** 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.

General Travel Conditions: 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.

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:

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

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.

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

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.

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.

16.2 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:

Aberdeen	Bremerton	Mount Vernon	Renton
Anacortes	Centralia	Olympia	Seattle
Auburn	Everett	Port Angeles	Shelton
Bellingham	Hoquiam	Port Townsend	Tacoma

Zone A: 0 – 25 mile radius miles - free

Zone B: Over 25 radius miles - \$3.00 per hour

In the event the employee lives closer to the job site than the closest Zone city center, the employee's home shall be used as the starting point for the purpose of travel pay.

16.3 Parking Fee: If an employee is required to park his vehicle at a parking lot, and is subsequently the same day required to remove his vehicle and park in another parking lot due to direction given by his Employer, the employee shall be entitled to reimbursement for said second parking upon presentation of signed parking lot ticket to Employer.

16.4 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 that the Employer may designate.

16.5 Downtown Seattle Zone Pay

- a. The Downtown Seattle Zone is defined as the area West of I-5, East of Elliot Bay, South of Mercer Street, and North of Royal Brougham. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliott Bay.
- b. A premium of one dollar (\$1.00) per hour shall be paid for each hour worked on projects within this zone.

ARTICLE 17 **OUT OF AREA WORK**

17.1 The Employer, when engaged in work outside the geographical jurisdiction of IUPAT District Council 5 may employ 50% of the workers needed for such work from his home area. When workers are unavailable from the area where the work is to man the other 50% of the crew, any other may be employed as needed to meet project requirements.

17.2 In the event that an Employer takes any employee outside of the general area covered by this Agreement, such employee shall receive the higher of the rates of pay or better working conditions as specified in this Agreement, or in the prevailing Agreements in the area where they are working and in all events the Employer shall continue to pay the hourly contributions for all Trusts as specified in this Agreement on such employees.

- 17.3 The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of this Agreement, comply with all of the lawful clauses of the collective bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the Local Unions in that jurisdiction including, but not limited to, the provisions of the wages, hours, working conditions and all fringe benefits therein, provided there shall be no dual fringes.
- 17.4 Labor and Management agree to cooperate to work together to negotiate with the responsible parties in the rest of the State a statewide Drywall Agreement. In the event a statewide Drywall Agreement is negotiated, it is mutually agreed that it shall not be substandard or inferior in any way to the Western Washington Area Agreement for the Drywall Industry.

ARTICLE 18
OVERTIME PERMIT

- 18.1 Employers who are working outside their usual local areas within Western Washington must report their jobs to the Local Union in the area of work or to the District Council. Overtime jobs on, Sundays and holidays regardless of the area will likewise be reported.
- 18.2 If the Employer fails to strictly comply with the requirements of this Article, the District Council and/or Local Union will send a warning letter with a copy to the NWCCA, that on any future violation, the Employer shall be required to pay one hour at the basic rate for each hour worked to the Apprenticeship Fund in the area of the violation.

ARTICLE 19
WAGES & CLASSIFICATION

- 19.1 All wages, travel and subsistence pay shall be due and payable by negotiable check payable on demand at par or by lawful currency in an envelope. In either case, it shall include 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. No more than three (3) days pay shall be held back. 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 6 of this Article.
- 19.2 In the case of an out-of-town Contractor, a reasonable time or arrangement must be allowed to secure the employee's pay, but in such cases the waiting period shall not start until the beginning of the 2nd shift, in which the discharge or layoff occurred except Saturday, Sunday and holidays. Employees must report to the Local Union no later than 12:00 noon the following day after such wages are due and payable. Established payday shall be recorded with the Union by all signatory members to the Agreement. Requests for additional time, or variations to this Section, must be filed with the Local Union or District Council prior to any change in the regular pay period.

- 19.3 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. To be valid a grievance must be filed within 10 working days of the occurrence or knowledge but in no event later than 45 working days from the actual event. Working days are Monday through Friday not counting any listed holidays.
- 19.4 a. 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.
- b. If the Union enters into an Agreement applicable to work covered by this Contract which contains lesser wages or fringe benefits than provided herein, the Employer parties to this Contract shall be permitted to pay such lesser wages or benefits; provided, however, that this paragraph shall not be applicable to single job Agreements which the Union enters into for the purpose of permitting an Employer party to this Contract to compete against a nonunion Contractor or to a targeted Market Recovery Job Site.
- 19.5 Workers shall be paid in full once each week (on the same day), but in no event shall more than five days after the regular pay period (Saturday and Sunday excluded) wages be withheld. If the regular payday falls on a holiday, the workers shall be paid on the last regular workday preceding the holiday. Payment, if so desired, may be made by regular mail (with postmark cancellation date accepted as proof of payment date) or, by mutual consent of employee and Employer, direct bank deposit.
- 19.6 Employees laid-off for lack of work or who quit must be paid in full by the next regular pay period. 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 by the next regular pay period. Failure to do so, or failure to pay and employee on the regular payday, or payment of an employee by N.S.F. or otherwise non- negotiable check shall constitute a separate and willful violation of this Agreement. If an employee incurs N.S.F. charges because of having received an N.S.F. check from the Employer, the Employer will be liable for all N.S.F. charges from the employees' bank. In such instances, the Union may, at its' discretion, assess damages against such Employer to the extent of time and one-half of the employees' regular rate of pay for 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 the purpose of this Section, as not more than eight (8) hours in any 24-hour period during which an employee has not received pay.
- 19.7 The Employer may, at their discretion, have one ten (10) day grace period from the date of the original check in which to provide a replacement.
- 19.8 The Employer may request the Employee to sign an affidavit, or other instrument, with a statement that Employee will not, if the check is found or returned to the Employee, cash the first check.

- 19.9 In the event a replacement check is cashed, in addition to a lost, stolen or damaged check, the Employer may charge interest, penalties and administrative fees to the Employee.
- 19.10 Should any employee cash, deposit or otherwise accept funds from the transfer of an original check and also from a replacement check, issued in addition to the original the Employer may pursue from the employee, by all legal methods, the repayment of the original check amount in full.
- 19.11 The refunding of wages (commonly referred to as kickbacks) to Employers or acceptance of said refund (or kickback) by an Employer shall constitute a distinct and separate violation of this Agreement. This Section shall be in addition to any right accruing in Sections 221 and 225 of the Federal Labor Code that makes "kickbacks" punishable by fine and imprisonment.
- 19.12 In the event a Public Works Project (Prevailing Wage Job) is determined by either a Federal, State or other Public Agency to contain a different wage rate than the negotiated Union wage rate in this Agreement, the Employer shall be allowed to use the prevailing wage rate in their bidding process, and in payment of the prevailing wage rate to employees covered by the Agreement. Fringe benefit rates, the workday, the workweek and overtime rates shall be those as provided for elsewhere in this Agreement. The Employer agrees to cooperate with the appropriate public agency and the Union in filling out wage survey information as requested by the appropriate public agency or the Union. The Union agrees to dispatch employees at the prevailing wage rate to Employers who are in compliance with all other provisions of this Agreement.
- 19.13 On or before June 17th the Union must notify the Employer, via registered mail, of how the wages for the July 1st revised wage scale will be divided between wages and fringe benefits. At the Employers option, if notification is not received before June 17th, the Employer will not be responsible to pay per the revised breakdown for a period of ten (10) days. Contract anniversary years shall be exempt from this article.
- 19.14 Wages & Benefits

Journeyman Drywall Finisher (Taper)

	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
Hourly Wage	\$ 43.03		
Health & Welfare	\$ 7.66		
IUPAT Pension	\$ 6.05	+\$2.50/hour	+\$2.60/hour
WW Pension	\$ 5.00	on	on
Industry Fund	\$ 0.50	7/1/2020	7/1/2021
Apprenticeship	\$ 0.65		
LMCF	\$ 0.05		
Total Package	\$ 62.94	\$ 65.44	\$ 68.04

Increases will be effective the first pay period of each year after the increase is due.

Employee Deductions:

- Dues Check-off - 3.62% of gross wages
- Market Recovery Program - \$0.60 per hour (Journey Level Only)
- Journey Training Fund - \$0.35 per hour (Journey Level Only)

Foreman Pay: Any Drywall Finisher (Taper) designated as Foreman shall be paid, as a minimum, an additional ten percent (10%) over the Journey Level rate. When there are four (4) or more Drywall Finishers on the job at least one (1) will be a Foreman.

General Foreman Pay: Any Drywall Finisher (Taper) designated as General Foreman shall be paid, at the minimum, an additional ten percent (10%) per hour over the Journey Level rate.

Apprentice Wage Scale:

1 st Bracket	-	50% of Drywall Finishers scale	\$	21.52
2 nd Bracket	-	55% of Drywall Finishers scale	\$	23.67
3 rd Bracket	-	65% of Drywall Finishers scale	\$	27.97
4 th Bracket	-	75% of Drywall Finishers scale	\$	32.27
5 th Bracket	-	85% of Drywall Finishers scale	\$	36.58
6 th Bracket	-	90% of Drywall Finishers scale	\$	38.73

Thereafter, 100% of Drywall Finishers scale.

Full fringes are to be paid on all Apprentices.

- 19.15 Painters: Painters will have parity to wages and benefits as in the current Western Washington Area Agreement for the Professional Painting Industry.
- 19.16 Industry Fund: The sum of fifty cents (\$0.50) per compensable hour for all employees covered by this Agreement shall be paid into the NWCCA Industry Fund. This Industry Fund is part of the total Employer cost package. The term "Industry Fund" refers solely and exclusively to the NWCCA Industry Fund. The parties agree that a fund created and maintained for the primary benefit of a single Employer or employees does not satisfy the contractual requirements for paying into the NWCCA Industry Fund. The Industry Fund has been established by the Employers which established the operation of this fund and used consistent with Section 21.10 of this agreement. All Employer's signatory to this agreement shall pay Industry Fund contributions based upon all covered employees' hours worked. The Industry Fund contributions will be monitored and may be changed as deemed necessary by the Board of Directors of the NWCCA. For purposes of Section 1.5 of this Agreement, the total Employer cost package is the total Employer cost package listed in 19.14 herein.

ARTICLE 20
JOURNEY LEVEL EDUCATIONAL OPPORTUNITIES

- 20.1 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 (3) from each party shall meet on a quarterly basis to develop, monitor, and enhance a program to facilitate this common desire. A few examples of the topics that could be included in this program are, but not limited to: Safety, new material and techniques for installation, production techniques, ESL and ergonomics. This committee will work in conjunction with the JATC in development, monitoring and enhancement of the program.
- 20.2 In the event a Journey level worker should not be working at that level and educational opportunities be needed using the same standards as the Union and Employer have used in Article 12.1(c) then, Article 12.1(c) shall apply to such worker. The Union may grieve the determination of the Employer to invoke this provision with respect to any employee it believes is being unjustly affected.
- 20.3 Commencing on July 1, 2019, Labor agrees to divert thirty-five (\$0.35) per compensable hour to establish a continuing education fund to provide for stipends to Journey workers to attend classes and obtain the certifications required under Article 12.1(d). The fund will be administered by the IUPAT Local 364.

ARTICLE 21
TRUSTS

- 21.1 Each Employer signatory to this Agreement is required to make reports to the Trusts (see Article 22) and remit with contributions, if any due to IUPAT Western Benefits, PO Box 58830, Tukwila, WA 98138 (hereafter called the central distribution point) or such other place as may be designated. The report and payment must be postmarked by the Post Office no later than the 15th day of the month following the month in which the hours were worked. If, in the opinion of a CPA, as provided for in Sections 4 and 5 of this Article, employed by the Union of any of the Trust Funds, the Employer has failed to maintain accurate time records, it shall be conclusively presumed that each employee who performed any services in a given week worked 40 hours in that week.
- 21.2 In the event an Employer fails to make any of the contributions or remittances as required by this Contract, such Employer shall be required to pay in addition to the principal sum due, liquidated damages in the amount of \$12.50 for each month's delinquency (divided as follows: \$5.00 to Health and Welfare; \$5.00 to Pension; and \$2.50 to Apprenticeship) or 10% of the amount due, whichever is greater, and shall also be liable for reasonable attorney's fees and the costs of collection. In the event suit is initiated it is agreed that such suit shall be filed in a court of competent jurisdiction (either State or Federal) located in King County, Washington.

- 21.3 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.
- 21.4 The Grievance Committee, Trusts, or 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 times, 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.
- 21.5 It shall be the duty and right of the Trustees of the Trusts to audit each Employer party to this Agreement once each three (3) years. The net cost of any such audit shall be borne pro-rata by the Trusts and the Union.
- 21.6 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 2% for the period under audit.
- 21.7 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.
- 21.8 Employers having working Agreements with Unions affiliated with the Union of Painters and Allied Trades may participate in the Trusts by adopting the Agreement and Declaration of Trusts and conforming to regulations as determined by the Trustees of such Trust.
- 21.9 Election and terms of Trustees shall be in accordance with the Agreement and Declaration of the Trusts, and amendments to the Trusts will be acted upon by the Industry Board in lieu of the Western Area Council.
- 21.10 No Industry Funds shall be expended by the NWCCA for any of the following purposes:
- a. Lobbying in support of anti-labor legislation.
 - b. The subsidizing of the NWCCA or Contractors during a period of authorized strike or lockout.
 - c. Payments directly or indirectly to any Union, representative of any Union, or representative of any employees employed by any person required to make contributions to the benefit of any individual Employer, or to the operation and maintenance of the NWCCA, provided, however, that any representative of the NWCCA and the NWCCA itself may be paid such sums as are reasonable and equitable for actual services rendered in connection with any authorized purpose.
 - d. Any purpose which is contrary to existing law.

- 21.11 Accounting of expenditures of Industry and Specifications Funds shall be available to the NWCCA, IUPAT District Council 5 and/or Unions upon request.

ARTICLE 22
TRUST FUNDS BENEFIT LEVELS

- 22.1 Trust Funds heretofore established for the benefit of the employee shall continue in full force and effect provided, however, that the Union shall have the option to apply a portion of any wage increase to maintain or increase the level of benefits under any of the Trust Funds and provided further the Union shall have complete discretion with respect to the allocation of any increase or increases which shall accrue during the term of this Agreement.
- 22.2 TRUST FUND PAYMENTS - All fund payments are in addition to wages and other benefits provided for in this Agreement. Each Employer agrees to pay, on behalf of each employee (both Union and non-Union) the following fringe benefits for each compensable hour received by such employee:
- a. Effective July 1, 2019, each Employer shall pay into the Painters Trust Health and Welfare, Dental and Vision Plans seven dollars and sixty-six cents (\$7.66) per compensable hour.
 - b. Effective July 1, 2019, each Employer shall pay into the Western Washington Apprenticeship and Training Trust for the Painting and Drywall Industry sixty-five cents (\$0.65), with five cents (\$0.05) per hour being forwarded to the International Joint Apprenticeship and Training Fund.
 - c. Effective July 1, 2019, each Employer shall pay five dollars (\$5.00) per compensable hour for each employee to the Western Washington Painters Defined Contribution Pension Trust. The Trustees and the Trustors of the Western Washington Pension Plan are permitted to amend the Plan to an individual contribution such as a 401(a)-type plan or to authorize a replacement plan.
 - d. Effective July 1, 2019, each Employer shall pay six dollars and five cents (\$6.05) per compensable hour for each employee to the International Union of Painters and Allied Trades (IUPAT) Union and Industry Pension Fund.
 - e. Effective July 1, 2019, each Employer shall pay five cents (\$0.05) per compensable hour for each employee to the IUPAT Labor Management Cooperation Fund.
- 22.3 Payments to all Trusts including Pension on behalf of all Apprentices shall commence with the first hour of employment.
- 22.4 Effective July 1, 2019, each Employer agrees to pay, on or before the 15th of each month, fifty cents (\$0.50) per compensable hour on all employees to the Northwest Wall & Ceiling Industry Trust Fund.
- 22.5 Effective July 1, 2019, all Employers signatory to the Western Washington Area Agreement for the Drywall Industry dated July 1, 2019, agree to administrative dues, commonly known as dues check-off adopted by the Western Washington Area Local

Unions (plus any and all dues, withholdings or assessments approved by the Unions as a wage deduction). The Employers also agree to deduct sixty cents (\$0.60) per compensable hour from Journey level employees (on all non-federal Davis Bacon work) for the Union Market Recovery Program.

The Employers further agree that on or before the 15th of each month, on uniform reporting forms furnished by the distribution agency, to remit deductions of 3.62% of gross wages on all employees (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction) to the IUPAT Western Benefits, PO Box 58830, Tukwila, WA 98138.

The obligation to the Employers shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card to be furnished by IUPAT District Council 5.

On or before the 15th of each month, the Employers will submit a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

SAMPLE AUTHORIZATION CARD

I hereby authorize and direct my present Employer and any other Employer by whom I may be employed, (if such Employer has a Labor Agreement with IUPAT District Council 5) to deduct 3.62% of gross wages (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction) from my wages and promptly transmit such moneys to IUPAT District Council 5. This authorization shall be in effect for the term of the current Labor Agreement or for one year, whichever is the earlier, and shall automatically renew itself for successive one year periods, unless rescinded by written notice given to IUPAT District Council 5 within the 60 day period preceding the automatic renewal of the authorization.

In case more authorization cards are needed call (206) 441-5554.

DATE

SIGNATURE

ARTICLE 23 **IUPAT PENSION**

23.1 Commencing with July 1, 2019, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

- a. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of six dollars and five cents (\$6.05) to be allocated to the IUPAT Union and Industry Pension Plan.
- b. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

- c. Contributions shall be paid on behalf of any employee starting with the employees' first day of employment in a job classification covered by this Agreement.
 - d. The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
- 23.2 The Employer hereby irrevocably designates as its' representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
- 23.3 All contributions shall be made at such time and in such manner as the Trustees require: and the Trustees may at any time conduct an audit in accordance with Article V, Section 6 of said Agreement and Declaration of Trust.
- 23.4 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers' liability for payment under this Article shall not be subject to, or covered by, any grievance or arbitration procedures or any "no-strike" clause that may be provided or set forth elsewhere in this Agreement.
- 23.5 The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Codes so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

ARTICLE 24
SEPARABILITY

- 24.1 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 any 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.

- 24.2 This Agreement is not intended to and shall not be construed to permit acts that violate any valid Federal or State law. This Agreement is not intended to nor shall it be construed as creating, recognizing or imposing, on the Union or Employer any common law duties.
- 24.3 Any changes in this Agreement, or amendments before its' date of expiration, must be approved by a majority respectively of the Unions, and Chapters before becoming operative, and if so approved, shall be observed by and shall be binding to all parties signatory to this Agreement.
- 24.4 This Agreement (including Addenda) may be executed in multiple counterparts, all such counterparts shall constitute, when taken together, one and the same instrument as if all such signatories were contained in the original.
- 24.5 Job Notice: The Employer will notify the IUPAT District Council 5 office of every job that the Employer has undertaken or been contracted to perform.

ARTICLE 25
SICK LEAVE WAIVERS

- 25.1 The parties to the Western Washington Area Agreement for the Drywall Industry hereby expressly waive the provisions of the City of Seattle Ordinance 123698 and City of Tacoma Ordinance 28275, requiring paid sick leave and any other similar ordinances adopted by a jurisdiction.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE 26
DURATION OF AGREEMENT

26.1 This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2022, and shall automatically renew itself from year to year thereafter unless the Employers or the Union give 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, 2022, or as the case may be, of a subsequent anniversary date. Either the Union or the Employers, if such party has given notice of intent to modify this Agreement, may terminate this Agreement by written notice any time after June 30, 2022.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto and ratified and accepted as indicated by their signatures below:

DATED AND SIGNED THIS _____ day of _____, 2019.

opeiu#8/afl-cio

ADDENDUM "A"
RESIDENTIAL

It is agreed by the parties signatory hereto that this Memorandum of Understanding is an Addendum to the Western Washington Area Agreement for the Drywall Industry.

The purpose is to reclaim work done in the housing industry.

Definition of housing industry:

Any residential project, single or multi-family, which is constructed of wood frame.

Wage rate:

07/01/2019 - \$27.26 per hour, or incentive pay, whichever is greater.

07/01/2020 - \$27.26 per hour or incentive pay, whichever is greater.

07/01/2021 - \$27.26 per hour or incentive pay, whichever is greater.

Incentive pay:

07/01/2019 - \$0.22 minimum per square foot of GWB taped and finished, ready for texture.

07/01/2020 - \$0.22 minimum per square foot of GWB taped and finished, ready for texture.

07/01/2021 - \$0.22 minimum per square foot of GWB taped and finished, ready for texture.

It is understood that the minimum rate is for a simple construction with 8' high ceilings. Rate for other conditions can be negotiated with the workman.

opeiu#8/afl-cio

ADDENDUM "B"
PRE-APPRENTICES

It is agreed by the parties signatory hereto that this Memorandum of Understanding is an Addendum to the Western Washington Area Agreement for the Drywall Industry.

SECTION 1: To assist in the recruiting and upgrading of the quality of workers entering the Apprenticeship program as outlined above, the Pre-apprenticeship Program shall be established as part of this Agreement. When so established, it shall operate under the following rules:

SECTION 2: Pre-apprentices shall be registered with the District Council 5 Joint Apprenticeship and Training Committee.

SECTION 3: No Employer may employ workers in this classification unless he shall, at all times, have Apprentices and Journey workers employed in a one (1) Apprentice to five (5) Journey workers ratio (i.e.: no Apprentice, no Pre-apprentice; less than five (5) Journey workers, no Pre-apprentice.) In order to hire more than one (1) Pre-apprentice, the 1 - 5 ratio must repeat itself.

SECTION 4: An Affirmative Action Program to encourage the recruiting, training and employment of minorities and women shall be established. Administration will be done by the Joint Apprenticeship and Training Committees.

SECTION 5: Failure by the Employer to observe these rules shall be cause for the Union and the Joint Apprenticeship and Training Committee to deny the right of such Employer to hire Pre-apprentices. In the event the Employer has violated the foregoing rules, he shall also be required to pay Journey level wages and fringes on all hours worked by such employee.

SECTION 6: Pre-apprentices will start the first bracket at 50% of the Journey level wage with health and welfare only paid.

SECTION 7: There will be no Student Permits.

SECTION 8: No Pre-apprentice may be employed for more than 90 calendar days before becoming indentured as a First Bracket Taper Apprentice.

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Drywall Finisher Required Tool List

Per the contract, the following items are required prior to starting work:

1" knife	
2" knife	
4" knife	
6" knife	
10" knife *	
12" knife *	
Stomper	
Pan	
Bucket Brush	
Pole Sander	
Snips	
2 Buckets	
Utility Knife	
File	
Hand Sander	
Tape Reel	
Hammer	
Screwdriver	
White pants or white coveralls	
The CPR First Aid Card	

* It can be substituted with the Hawk and Trowel

Please read the Collective Bargaining Agreement and other associated literature prior to starting work.

Employees are not required to provide power or automatic tools.

Due to the federal regulations your employer will require two forms of Identification such as, but not exclusive to, a drivers license and a social security card. For a complete list of options please inquire at your Local.

opeiu#8/afl-cio

SIGNATURE PAGE

2019 - 2022

Western Washington Area Agreement

for the Drywall Industry

between

the International Union of Painters and Allied Trades District Council 5

and

the Signatory Employer

EMPLOYER: _____

By: _____
(Signature) (Print Name)

Title: _____ Date: _____

Address: _____
City State Zip Code

Phone: _____ Fax: _____

E-mail: _____

WA State Contractor's Registration #: _____

Federal Tax ID #: _____

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IUPAT Local 364

6770 E Marginal Way S
Building E, Suite 303-A
Seattle, Washington 98108

(206) 971-0363

IUPAT District Council 5

6770 E Marginal Way S
Building E, Suite 321
Seattle, Washington 98108

(800) 443-9303

(206) 441-5554

July 2019

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