OREGON STATE

AND

SOUTHWEST WASHINGTON

MASTER AREA AGREEMENT

FOR THE

DRYWALL FINISHING INDUSTRY

JULY 1, 2019 - JUNE 30, 2024

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

FOREWORD

This Area Agreement has been duly registered with the United States Department of Labor and complies with provisions of the Davis-Bacon Act.

For information pertaining to any provisions of this agreement, contact the District Council Representative in that area.

DISTRICT COUNCIL #5 OFFICE

11105 NE Sandy Blvd.

Portland, Oregon 97220

Phone (503) 257-6644

ASSOCIATED WALL & CEILING CONTRACTORS

of

OREGON & SOUTHWEST WASHINGTON

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ARTICLE 1

SCOPE

Section 1. It is hereby agreed that District Council #5 of the International Union of Painters & Allied Trades, AFL-CFL, and the Associated Wall & Ceiling Contractors of Oregon and Southwest Washington, Inc., shall be the bargaining agencies for this Agreement pertaining to the Drywall Industry within the State of Oregon and Southwest Washington (which includes the counties of Clark, Cowlitz, Skamania, Klickitat, Wahkiakum, and Pacific).

Section 2. Work affected shall include all preparatory and finishing work in the Drywall Industry, including but not limited to the following: All work operations after the initial unloading of the Drywall Finishers material on the job site, including the distribution to the point of application, all preparatory work of taping, finishing, sanding of joints and surfaces, spotting, caulking, pointing, including the application of ceiling heat fill and thinwall materials, all protective coverings prior to the application of finish materials, including, but not limited to the application of joint compound applied trims, all applications of primers, sealers, decorative design and protective coatings or finishes, regardless of method of application, erection, moving and dismantling of all scaffolding, all scraping of drywall materials and cleaning work involved in taping and finishing including scraping of floors, is the work of the members of the Union.

Section 3. The Employer hereby recognizes IUPAT District Council 5 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ('the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

Section 4. Drywall, glazing and floor covering contractors signatory to this agreement who desire to do traditional painting work must become signatory to the Oregon and Southwest Washington Area Painting Agreement.

Section 5. This industry is recognized as a specialty and generally requires a specialty subcontractor who employs the Drywall Applicator and the Drywall Finisher and is therefore recognized as a Drywall Contractor. Any firm or individual doing Drywall work will be allowed to do so only under the provisions of this Agreement.

Section 6. The Union agrees that Employers signatory to this agreement will receive terms and conditions equal to those granted by the Union to any other employing agency engaged in areas of activities where the Employer signatories wish to compete.

Section 7. Any Employer signatory to this Agreement will be held liable for any violation of this agreement by any non-signatory firm or individual to whom they sub-contract work.

Section 8. The Employer agrees to comply with the published dispatch procedures of the local union having jurisdiction in the area where the work is performed. The Employer recognizes the District

Council #5 as the collective bargaining representative for all employees coming under the provisions of this agreement.

Section 9. The Employer agrees, for the purpose of proving jurisdiction, to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work (as determined by the Union, based on the scope of the agreement) to be performed at a jobsite prior to commencement of work at the site.

ARTICLE 2

DEFINITIONS

AS USED IN THIS AGREEMENT:

Section 1. The designation "Association" shall mean Gypsum Drywall Contractors who are members of the Associated Wall & Ceiling Contractors of Oregon and Southwest Washington, and who are also signatory to this Agreement

Section 2. The term "Employer" shall be defined to mean any individual, firm, partnership, or corporation whose business is that of drywall application and who shall employ at least one journeyperson and who shall at all times maintain a permanent address as a principal place of business and a permanent business telephone and who, when working with the tools, must observe all hours and working conditions as set forth in this agreement.

Section 3. The term "Union" shall be defined to mean District Council #5 and the affiliated unions having jurisdiction over drywall taping and finishing.

Section 4. *(a)* "Journeyperson" is defined as an individual who has completed an apprenticeship, or has passed the required examination as to their proficiency as a mechanic to perform the duties pertaining to the Drywall Industry as a Journeyperson taper and finisher who is employed under the terms and conditions of this agreement.

(b) "Foreperson B" is defined as Journeyperson on every project assigned by the employer to supervise three (3) or more drywall finishers shall receive a premium pay of 5% above the Journeyperson base rate for the duration of the project.

(c) "Foreperson A" as defined the following shall receive a premium pay of 5% above the Foreperson B base rate for the duration of the project if:

1. The Foreperson B successfully completes a jointly agreed-upon Foreperson's Supervisory Training Curriculum and satisfactorily completes eight (8) hours annually of continued Foreperson Supervisory Training, and;

2. The Foreperson B is assigned as a Foreperson A by their employer.

(d) Utility person — (See ARTICLE 7)

(e) Journeyperson Finishers Up-grading Program - (See ARTICLE 8).

(f) An "Apprentice" is defined as one who is learning the drywall trade and who is registered with and has been accepted by the Local Joint Apprenticeship Committee.

ARTICLE 3

EMPLOYMENT OF WORKPERSONS

Section 1. *(a)* Employees included in the bargaining unit covered by this agreement who are members of the respective unions as of the effective date of this agreement shall, as a condition of employment, maintain their membership in the unions.

(b) Anyone working with the tools of the trade must become a member of the Union and must remain a member in good standing.

(c) Anyone giving orders to the employees must be a member of the Union with the exception of the signer to this Agreement or responsible agent of the Employer.

Section 2. Employees hired shall apply *for* membership *in the* respective union *on or by the eighth (8th)* day following the beginning of such continuous or accumulative employment with the unit and all employees who are accepted into membership in the union shall maintain their membership in the union as a condition of their employment.

Section 3. The employer upon written request of the union shall discharge any employees within twenty-four (24) hours after receipt of such notice who fail to tender the periodic dues and initiation fees uniformly required by the Unions as a condition of acquiring or retaining membership in the Union.

Section 4. In the event the Unions do not accept into membership any work-person tendering the initiation fee and regular monthly union dues, the foregoing paragraph shall not be applicable, provided however, the Unions may at any time thereafter decide to take such work-persons into membership in which case said work-person shall be required to tender the full and uniform initiation fees in effect in the local unions not later than eight (8) days following notification by the Unions and shall thereafter be required to maintain their membership in accordance with the provisions of the foregoing paragraph. In the event that such work-person fails to comply with this paragraph, the Union shall notify the Employer in writing and the Employer shall discharge said work-person within twenty-four (24) hours after receipt of said notice.

Section 5. The Unions agree they will, upon request of the Employer, refer experienced persons, when available, to the Employer for the classification covered by this agreement.

Section 6. *(a)* The Employer agrees that when new or additional employees are required, twenty-four (24) hours' notice in advance, (Saturdays, Sundays, and holidays excluded) may be given to the Union so the Union may have a reasonable opportunity to refer applicants for vacancies to be filled.

After having requested work-persons from the District Council #5 having jurisdiction over the job and the District Council #5 fails to provide such work-persons within thirty-six (36) hours, excluding Saturdays, Sundays, and holidays, the Employer may recruit persons from any source necessary, provided there is compliance with the Dispatch Clause under ARTICLE 3, Section 6 (b).

The employer agrees to comply with the published dispatch procedures of the local union having jurisdiction in the area where the work is performed.

(b) Under no circumstances will any work-persons be employed by any employer for work covered under this agreement unless said work-person has been properly dispatched by referral slip from the local union office.

(c) In the event a member of the Union violates Section 6 (b), he shall be subject to charges and penalties.

(d) The employer may refuse to employ any person. The Employer may discharge any employee for just and sufficient cause. The Union agrees that all employees referred to the Employer by the Union and hired under this agreement shall be willing to and shall submit to the making of such records, as or may be required by the Employer for the purpose of identification. When an employee is discharged, the Employer will file in writing within 48 hours an explanation of the details leading up to the discharge, if the Union so requests.

When an employer refuses to hire a person that has been properly dispatched, the employer must make the appropriate notation on the dispatch slip. When an employee is fired, a no rehire slip must be issued to the Local. The employer can then refuse further dispatch of that employee.

(e) The Union agrees that it will not permit its members to work for any employer failing to provide satisfactory industrial accident insurance or failing to comply with federal laws on social security and withholding taxes or state laws on withholding taxes and rules and regulations on safety. Unemployment insurance must be carried on all employees. Certificate of Insurance shall be supplied to the Union.

(f) When necessary the union will pursue appropriate actions governed by sections 257-285 of the Constitution of the International Union of Painters & Allied Trades regarding charges, trials, appeals, and disciplinary action concerning members who violate this section of the contract.

Section 7. *(a)* 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 50 percent of the persons 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; any others shall be employed only from the contractor's home area.

(b) OUT OF AREA CLAUSE - 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 IUPAT affiliated union 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 an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through

the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer."

The Employer shall not be permitted to evade it obligations hereunder by setting up an additional "home" or "branch" office or plant in an area outside its principal place of business.

(c) This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit including but not limited to newly established or acquired operations.

Section 8. The Employer agrees that he will not subcontract work to be done at the site of construction, alteration or repair of a building except to a person, firm or corporation signatory to an appropriate current labor agreement with the Union.

Section 9. It shall be the right of the District Council or the local unions to request from each Employer information regarding each job performed on or before the starting date as follows:

A. Location of work.
B. Nature of work.
C. Approximate starting and completion dates.

Section 10. No Employer shall be privileged to work on any job until they shall have at least one Journeyperson employed, and they shall comply with the same regulations of hours of work as are applicable to Journeypersons.

ARTICLE 4

SHOW UP TIME

Section 1. When qualified Workers report for work as directed and for whom no work is provided, they shall be paid sixty dollars ($60.00) reporting expense unless prevented from working by causes, not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

Section 2.

(1) Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours, but less than six (6) hours shall be paid for six (6) hours and if worked more than six (6) hours, but less than eight (8) hours shall be paid for eight (8) hours.

(2) The above shall not apply if the work stoppage is due to equipment breakdown or weather conditions beyond control of the Employer.

(3) If an Employee leaves or quits of his/her own volition, he/she shall be paid actual time worked at the applicable straight time or overtime rates. If a new hire is put to work and judged by the employer to be unsatisfactory, the Worker shall be paid only for the actual time worked.

Section 3. The employer may request the employees to remain on the job for up to two (2) hours on a standby basis. If not put to work during this two (2) hour period the employee shall receive two (2) hours wages, plus fringes, but shall not receive the sixty dollar ($60.00) reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirements of this article.

ARTICLE 5

WORKING RULES

Section 1. The working rules of the Unions shall be in conformity with all conditions set out in this agreement and shall not be changed except by mutual consent of the parties hereto.

Section 2. The Business Representatives of the Union shall have the authority to appoint a job steward on any job. No steward shall be discharged for the performance of his duties pertaining to union affairs. Job steward shall be allowed necessary time to conduct the business of the Union. Employers shall notify the Union in writing on company letterhead forty-eight (48) hours prior to layoff or termination of stewards.

Section 3. The Business Representatives shall be permitted on all jobs, where members of the Union are employed. In the event regulations prohibit entry to the project the contractor shall make all reasonable efforts to secure the necessary permission.

Section 4. **HOURS OF WORK:** Eight (8) hours per day between 6:00 A.M. to 6:00 P.M., shall constitute a maximum day's work. This shall prevail on regular weekdays. Monday through Friday inclusive. Because of climatic or traffic conditions and by mutual agreement between the Employer and the Union, a shift may be set forward or backward up to two hours. Two (2) ten-minute rest periods. Rest periods shall be mid-morning between starting time and lunch and one mid-afternoon between lunch and quitting time. Afternoon breaks must be a "in place break" and if abused it will be reviewed by labor-management committee (subject to removal).

Section 5. *(a)* **OVERTIME:** Time and one-half shall apply to the first two hours worked out of the regular workday. All additional hours shall be at the double time rate (except as provided for in "b" below). Hours worked on Saturday up to eight hours shall be at time and one-half. Additional hours shall be at the double time rate. Positively no work shall be performed on Labor Day from midnight to midnight. All worked performed on Sundays and other seven (7) legally designated holidays shall be paid for at double the appropriate straight time rate. At the employer's option, when geographic or contract conditions require, employees may be scheduled to work four ten (10) hour shifts at the straight-time rate of pay. On out of town jobs where subsistence is paid five (5) days subsistence will be paid when employee works four ten (10) hour shifts.

(b) **SPECIAL SHIFT:** A special shift may be established without shift pay differential. Special shift work shall be defined as work on projects requiring second, swing or evening work to be performed. Work performed during special shifts shall be eight (8) hours worked for eight (8)

hours paid at straight time rates excluding weekends and the designated holidays stipulated in this agreement.

Special shifts are defined as shifts that include work being performed outside of the normal "hours of work" as defined in Article 5, Section 4 of this agreement.

(c) Where an emergency situation exists beyond the control of the contractor the problem shall be taken up by the Labor-Management Committee.

Section 6. **CLEAN UP:** It shall be understood the preparation of materials and equipment and the cleaning up and removal of same is to be performed by journeypersons and apprentices. All spray persons shall have sufficient clean up time. Employees shall be allowed five (5) minutes before lunch and fifteen (15) minutes at the end of shift for personal clean up time.

Section 7. **HOLIDAYS:** The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Day after Thanksgiving, Labor Day, and Christmas Day. If a holiday falls on Saturday, it shall be recognized on Friday. If a holiday falls on Sunday, the following Monday shall be considered as a holiday. Double time shall apply to the above holidays except no work shall be performed on Labor Day. Any other arrangements must be approved by the Union and the Employer.

Section 8. **TIME CARDS AND PAYMENT OF WAGES:**

(a) All wages shall be due and payable weekly on a regular pay day and not later than Friday either in lawful currency enclosed in an envelope, negotiable check, electronic direct deposit or pre-paid VISA or similar card listing all deductible items, showing the Employer's and employee's names, hours worked, both regular and overtime and the amount due, or by negotiable check with the stub listing all deductible items and payable on demand at par, together with a receipt showing amount due and shall also show Employer's name. The said check and said envelope shall conform with all provisions pertaining to the payment of employees as required by the federal and state laws. An electronic direct deposit or pre-paid VISA or similar card shall be permitted upon a written, signed, and dated authorization from the employee. Pre-paid card must allow the employee a minimum of one (1) transaction per pay period without being charged a fee. Regardless of medium, pay shall be matched with a pay stub, verifying all deductions as required by federal and state laws.

(b) Employees laid off shall be paid on the next regularly scheduled pay day, excluding any hold back period. Anyone terminated must be paid immediately.

(c) Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid for at the rate of one and one-half (1 1/2) times. However, said waiting period shall be figured not to exceed the regular workday out of twenty-four (24) hours. 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 second shift in which the discharge or lay-off occurred. Members of the Union must immediately report any waiting time to the representative of the Local Union or to the authorized representatives of the Union and not later than 12:00 noon of the following working day after said wages are due and payable. Employees feeling they have a grievance pertaining to any compensation for wages, travel time, or board and room, shall file in writing such claim with their Employer and the District Council or Union as soon as possible but not later than 14 days following the grievance.

(d) The refunding of wages earned (commonly referred to as a "kickback") by a member of the local unions or the acceptance of said refund (or kickback) by an Employer as defined herein shall constitute a distinct and separate violation of this agreement and shall necessitate such action as in hereinafter stipulated under the Section covering violations.

(e) Each employee without exception shall weekly or daily make out their time card and also a duplicate time record, which the employee records must show hours of work, overtime, days of subsistence, travel time, transportation expense and other expenses as set forth in this agreement. It shall be a violation of this Agreement for an Employer or his agent to make out time cards for an employee without written verification.

Section 9. No Journeyperson or apprentice covered by this agreement shall work on a piecework or footage basis. The Local Unions shall not permit the members to contract or subcontract, except under the provision of this Agreement. All journeypersons shall be responsible for performance of their work on each job in a workmanlike manner in compliance with the standard practices of the trade.

Section 10. No Journeyperson or apprentice covered by this agreement shall be required to use their car or truck to transport materials or equipment of any type for an Employer at any time without compensation. Compensation is defined as current AAA cents per mile.

Section 11. 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 this Agreement is involved in a legitimate labor dispute with any bona fide labor organization. If in doubt of legality of picket, call the Union that placed the picket.

Section 12. **TOOLS AND EQUIPMENT**

(a) Use of labor-saving devices is to be considered and encouraged whenever practical and conducive to good drywall practices and craft skill. State safety standards for the use of any labor-saving device shall be strictly adhered to at all times.

(b) Employer identification shall appear on all job sites and all company trucks or other vehicles used for hauling material or equipment.

(c) Personal hand tools furnished by the taper shall consist of hawk and trowel, broad knives, hand mixer, and mud pan. All power tools are to be furnished by the employer if required. The following tools are to be furnished by the employer if required.

1) Power tools and mixing equipment
2) Sandpaper & sanding sponges
3) Light, cords, and splitters
4) Buckets sponges and mops

(d) Employees may use stilts at their discretion. If employees use their own stilts, they must be kept in good repair. Employers agree to pay for parts/materials for repair of employees' stilts.

ARTICLE 6

WAGE CLASSIFICATIONS

Section 1. Journeyperson wages - Commercial Wage Resume.

Effective July 1, 2019 through June 30, 2024 total package shall be the current Schedule "A".

Section 2. In the event a Public Works Project (prevailing wage job) is determined by either a Federal, State, or other Public Agency to contain a lower 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 this agreement. Fringe benefit rates shall not be affected by this provision. The Union agrees to dispatch employees at the prevailing wage rate to employers who are in compliance with all other provisions of this agreement.

Section 3. Joint committee on training shall work to develop a program to provide, encourage, and market safety and technical education of all journey level member employees. Training program shall include, but not be limited to:

a) OSHA 30
b) Boom Lift
c) Scissor Lift
d) Scaffold User
e) CPR/First Aid
f) Blueprint Reading
g) And other class or certification as determined by the joint committee

ARTICLE 7

UTILITY PERSONS

Section 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 Journeyperson Rate plus fringe benefits which will include Health & Welfare and Dental and District Council fee and after one year Utility Persons will receive full fringe benefits.

Section 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 Journeypersons 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 Industry.

(c) 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 8

JOURNEYPERSON FINISHER UP-GRADING

Section 1. **QUALIFICATIONS & REQUIREMENT:**

(a) An employee who has not completed an approved apprenticeship program or does not have 6000 hours of documented work experience with a signatory contractor shall be required to enter the union in the Journeyperson Finishers Upgrade program. The employee must receive a dispatch from the local union and must register with the apprenticeship coordinator within 48 hours of dispatch. Any employees registered in the upgrade program who do not comply with the training requirements as defined by the apprenticeship coordinator will not be eligible to participate in the program.

(b) This employee's wage cannot be less than 70% of Journeyperson wage plus all fringes and will be subject to evaluation by the parties involved every three (3) months. The Journeyperson Up-grading Program can be terminated by the Union if in its sole discretion the Union feels the Journeyperson Up grading Program is detrimental to either the Drywall Industry or the Union.

(c) Any Employer found abusing the Journeyperson Finisher Upgrading Program will be denied participation in the Journeyperson Upgrading Program for a period of time to be determined by the Union.

ARTICLE 9

SPRAY PERSON

Section 1. *(a)* The persons assigned to the spray equipment shall be compensated according to the appropriate classification under the terms of this agreement for all hours worked with the equipment, transporting the equipment to and from the job site and maintenance of the equipment.

(b) Drywall Contractors may spray material only when necessary to obtain a special effect.

ARTICLE 10

TRANSPORTATION ALLOWANCE

Section 1. The payment for transportation reimbursement shall be governed by the following provisions:

(a) The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. The parties agree that the employer will not provide travel pay for employees. The Employers are accordingly agreeable to pay transportation allowances as an adjustment for out-of-pocket expense so long as such allowances are not construed as any form of compensation for employment. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment. The Employer-Employee relationship does not commence until the hourly wage commences and ceases each day.

(b) Transportation allowances for these recruited Finishers shall be based on AAA Road Mileage from the City Hall of the transportation dispatch cities.

(c) The Employer agrees to pay toll fees on bridges and ferries provided the employees shall furnish receipts for same and shall be reimbursed weekly.

(d) Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions the Employer is required to furnish transportation for persons within the work site to the place of their work the project management and the Union will meet to establish any special conditions surrounding such person-haul operations. When the employer furnishes such transportation to the employee without cost to said employee, the equipment shall include seats and protection from the elements and definite pickup and discharge points shall be determined. If there are more than 20 minutes of time consumed from pickup points to work site, the employee shall be paid for any time over 20 minutes. If there are more than 20 minutes in time consumed from work site to pickup points, the employee shall be paid for the full time spent in travel at their regular rate. Pickup location and travel will be negotiated between the Business Representative and management. If an agreement cannot be reached the Joint Labor Management Committee shall decide this issue.

(e) Questions of interpretation of provisions of Transportation Allowance or transportation shall be settled in accordance with the provision of ARTICLE 14 of this agreement.

Section 2. Transportation Allowance:

(a) Finishers who qualify for transportation allowance shall be paid the appropriate transportation allowance for days worked or part thereof and shall be paid appropriate transportation allowance when they qualify for show up time. The correct transportation allowance shall be based on the AAA road mileage from the City Hall of the transportation dispatch cities herein listed. All for Washington State counties: Cowlitz, Wahkiakum, and Pacific shall be from Longview and mileage shall be computed from that point.

(b) When an employer specifically transfers an Employee, zone pay shall be based on the employee's original dispatch point with that employer. This shall not apply to employees who voluntarily agree to be dispatched from a different transportation dispatch city.

(c) When an employer specifically transfers an Employee, zone pay shall be based on the employee's original dispatch point with that employer. This shall not apply to employees who voluntarily put themselves on an out of work list in another area.

(d) All jobs or projects located sixty-one (61) miles to eighty (80) miles from the respective city hall of the cities listed below shall receive Zone "A" allowance. The taxable rate of pay shall be increased by six dollars ($6.00) per hour.

(e) All jobs or projects located more than eighty-one (81) miles to one hundred (100) miles from the respective city hall of the cities listed below shall receive Zone "B" allowance. The taxable rate of pay shall be increased by nine dollars ($9.00) per hour.

(f) All jobs or projects located more than one hundred and one (101) miles from the respective city hall of the cities listed below shall receive Zone "C" allowance. The taxable rate of pay shall be increased by twelve dollars ($12.00) per hour. If the employee is required to remain overnight, the employer and the Union shall meet. When transportation or overnight accommodations of equal or greater value are provided by the employer, the twelve dollars ($12.00) per hour requirement may be waived.

Section 3. A list of jobs will be furnished by contractors.

Section 4. The employer agrees to reimburse employees for actual toll fees on bridges and ferries. The employees shall furnish receipts for same and shall be reimbursed for such tolls weekly.

Section 5. Travel pay, wherever applicable, shall continue to remain the same for the duration of this Agreement.

Section 6. Finishers dispatch cities:

Mutually recognized dispatch cities:

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

ARTICLE 11

FRINGE BENEFITS AND OTHER TRUSTS

Section 1. **MINIMUM HOURS:** Each employer signatory to this agreement must submit each and every month remittance reports showing payments of all fringes and the names of all employees and hours worked. It is mandatory that each Employer submit a monthly report even though he may have no employees working. Failure to report will result in your firm being placed on the delinquency list.

Section 2. The established Employees Painters Health & Welfare Trust Agreement (Spokane) and the Oregon and Southwest Washington Painters Pension Trust Agreement, are hereby made a part hereof and all signatories to this Agreement are bound by the terms of such Trust Agreements, which are incorporated herein by reference as though fully set forth, except as hereinafter described.

Section 3. Trust Agreements (Pension and Health & Welfare) can be amended by a majority of the Trustees of the Trust voting to do so at a Special or regular meeting of the Trust. However, before said Trust Agreement can be amended or changed, the Trustees must give the Parties to this Agreement at least thirty (30) days written notice of their intent to change, so signatory contractors may submit comments.

Section 4. **HEALTH & WELFARE:** Every Employer as defined herein shall contribute to the Employees Painters Health & Welfare Trust Fund the current contribution amount per hour for each hour worked by each employee covered by this Agreement. The current contribution amount shall be defined as the amount stated on the most current schedule "A" throughout the duration of this agreement.

Section 5. **VACATION:** Every Employer as defined herein agrees to withhold the sum of two dollars ($2.00) per hour from the wages of each employee who has authorized the employer in writing to do so for vacation coverage. Said withholding shall be paid monthly to the Trust(s) with the other hourly contributions.

The vacation contribution shall be regarded as a self-assessed wage benefit. The amounts paid for vacation and holiday pay shall be deposited to the account of the individual employee.

If no account has been set up by the member, the funds remain in the IBEW general fund for 11 months. After 11 months the funds will be released to the Apprenticeship Training Trust Fund. Reasonable effort will be exercised in attempting to contact members for collection of their vacation monies. The Union will save, protect and hold harmless the Credit Union or bank, its successors and assigns, from any and all claims, lawful and unlawful, which may arise or be asserted by reason of its payment of such inactive accounts.

The vacation account is a part of wages for the purpose of overtime calculations. This vacation account was started by a vote of the membership and vacation monies are from the wages. The membership has the right to vote to cancel the Vacation Fund and leave the amount on wages.

Section 6. **PENSION:** Each Employer as defined herein shall contribute to the Oregon and Southwest Washington Painters Pension Trust. The current negotiated sum shall be defined as the contribution amount on the most current Schedule "A" throughout the duration of this agreement. The administrator shall transmit the money monthly without delay to the Administrator of the Oregon and Southwest Washington Painters Pension Trust Fund, along with the hours worked by each employee during the month. The Administrator of the Painters Pension Trust Fund shall keep records of each Drywall Finisher in the same manner and degree as of other employees. Total cost of Administration of the Pension Trust shall be responsibility of Painters Pension Trust.

The parties to this Agreement express the desire that Trustees from its members be seated on the Painters Pension Trust, either formally or informally to represent properly the interests of the Employers and Employees of the Gypsum Drywall Finishers Industry.

The parties agree to bargain over any plan design changes that modify the current plan away from a standard defined benefit plan.

Section 7. **WALLS & CEILING PROMOTION FUND.** In addition to wage schedules listed above, all employers affected by this agreement, shall pay into a Walls & Ceilings Promotion Fund the sum of thirty cents *($.30)* for each compensable man hour, effective February 22, 2014. Continuation and amounts for this fund will be a negotiable item at all contract openings. These funds are to be in no way used against the interests of the Union. Said fund to be controlled equally by the Signatory, Association Trustees and all costs of administration borne by this fund alone.

Records as to use of these funds may be reviewed upon proper request by Union identities to this Agreement. The Union will be furnished a copy of the Trust document and any amendments thereof.

Contribution amounts to this fund may be changed at any time by the Wall and Ceiling Contractors Association by giving 60 days written notice to all signatory employers and to the union.

Section 8. It is the intent and purpose of the parties to this agreement that administration of all fringe benefits, including the District Council Administrative Fee shall be handled by one administrator. It is the prerogative of the Trustees to order such a change in administration of the trusts and they shall take whatever action they deem desirable but the parties to this agreement believe that better and more efficient and less costly administration can be achieved by bringing all trust under one administrator, who shall have no duty but administration and shall not be subject to conflict of interest.

Section 9. *(a)* The out of area contractor shall notify the Union Representative of the names and Local Union affiliation of the out of area employees whom he will place on the job.

(b) Journeypersons and apprentices from out of the area must register with the Union in the area the work is to be performed.

ARTICLE 12

CHECK-OFF ADMINISTRATIVE DUES

Section 1. Every Contractor signatory to this Agreement hereby agrees to check-off from the wages of any employee covered by this Agreement, during the term of this Agreement, or renewals or extensions thereof, administrative dues in the amount specified in the District Council/Local Union's by-Laws and to remit said amount to the Union in the following manner:

(a) The District Council/Local Union will notify the Contractor in writing of the amount of administrative dues specified in the By-Laws, and will submit to the Contractor a copy of the By-Laws or applicable By-Law provision.

(b) For each payroll period, the Contractor will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period, and will accumulate said deduction to the end of the month.

(c) On or before the twentieth (20th) day of each month, the Contractor will remit to the District Council the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby, and the number of hours worked by each, during the applicable period.

(d) The Union may elect to pursue the collection of delinquent administrative dues through the courts, administrative proceedings or through the grievance procedure in this Agreement. The Union shall be entitled to an award of reasonable attorneys' fees to enforce the payment of delinquent administrative dues in court proceedings, administrative proceedings or through the grievance procedure. The time limits in Article 16 of this Agreement for filing and processing grievances shall not apply to grievances concerning delinquent administrative dues.

Section 2. When a signatory Contractor performs a job within the jurisdiction of the Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto and the By-Laws of that other Union contain a provision for administrative dues or business representative

"assessment", the Contractor shall check-off from the wages of the employees covered by this Agreement and employed on that job, administrative dues or business representative "assessment" in the amount stated in that other Union's By-Laws, and shall remit said amount to that other Union. In that event, the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement.

In performing the check-off, the procedure specified in Section 12.1 (a-c) will be followed, except that it shall be the responsibility of said other Union to notify the Contractor in writing of the amount of administrative dues or business representative "assessment" specified in its By-Laws and to submit to the Contractor a copy of the By-Laws or with applicable By-Law provision. When the signatory Contractor performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto, and the By-Laws of that other Union contain no provision for administrative dues or business representative "assessment", the Contractor shall continue to be bound by Section 12.1 above.

Section 3. Employers signatory to this Agreement hereby agree to honor authorizations for check -off of political contributions from employees who are union members on the following form:

AUTHORIZATION FORM FOR CHECK- OFF OF POLITICAL CONTRIBUTIONS

I hereby authorize and direct the union to deduct from my negotiated dues check-off the sum of five cents ($0.05) for each hour worked as a contribution to the Political Action Together Fund.

Name _____
Signature _____
Social Security Number _____

Section 4. The obligation of the Contractor under Sections 12.1 and 12.2 shall apply only as to employees who have voluntarily signed a valid dues deduction authorization as required during the employee's original dispatch to the Contractor by the Union.

Section 5. The District Council administrative dues shall be remitted monthly by each Contractor to the Administrator of the Trusts office from which said funds shall be forwarded to the District Council. If the Administrator of the Trusts office cannot receive the funds, the Contractor shall pay them directly to the District Council.

ARTICLE 13

APPRENTICESHIP

Section 1. In recognition for the necessity of a well-trained Journeyperson, both parties to this agreement hereby agree to set up and maintain an Apprenticeship and/or Training Committee with equal representation from Employer and Union signatory to this agreement and it shall be the duty and obligation of said Committee to establish such rules and regulations as deemed necessary to carry out the intent and purposes of established apprenticeship and/or training standards for this trade which shall be in conformity with Oregon State Apprenticeship law, Chapter O.R.S. 660, and shall have been approved by the Oregon State Apprenticeship Council.

Section 2. *(a)* All parties to this agreement also agree to abide by those rules, regulations and standards established by a local apprenticeship committee with trade consultants in compliance with O.R.S. 660.

(b) The number of apprentices shall not exceed a ratio of one apprentice to the first one fully trained Journeyperson in full employment on the job in order to assure adequate training and supervision. Additional apprentices are authorized at the rate of one to three fully trained workers.

(c) The Employer shall take all steps necessary to see that each apprentice works under and with competent workmen skilled in the occupation for which the apprentice is being trained and is assigned to working and learning tasks so that the apprentice masters on the job training and related instruction.

Section 3. Every shop must employ one apprentice at all times the employer has work. Every qualified contractor employing one or more Journeypersons is entitled to one apprentice. After the first apprentice, he may employ apprentices on a ratio of one apprentice to every three Journeypersons. Every employer employing 7 or more Journeypersons shall employ one additional apprentice and one additional apprentice for every 7 Journeypersons thereafter.

Section 4. The local apprenticeship committee shall have the authority to discipline apprentices who after a fair hearing have, for good and sufficient reason, been found guilty of violating the apprenticeship standards. When such disciplinary action has been imposed by the Committee the employer and/or Unions agree to carry out the written instruction in this regard presented to them by the Local Drywall Finishers Apprenticeship Committee.

Section 5. Selection of apprentices shall be made from qualified applicants on the basis of qualifications alone and without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirements in accordance with objective standards which permit review, after a full and fair opportunity for application; and this program shall be operated on a completely nondiscriminatory basis.

Section 6. Positively no apprentice shall be sent to out-of-town work that will interfere with or prohibit them from attending school classes unless they can enroll in another Drywall Finishers School, if this is not possible they must receive written permission from the instructor or coordinator or chairperson or secretary, with a copy sent to the Committee. They must submit their lessons to their local instructor at least once a week. No Employer signatory to this agreement shall violate any rule or regulation or decision of the Drywall Finishers Apprenticeship Committee by changing the status of apprentices in their employ.

Section 7. The wage scale for apprentices is based on the journeyperson rate on the following ratio:

Of Journeyperson Scale:

	Current Apprentice Scale	**Apprentice Scale effective July 1, 2020**
1st 1000 hours	50% + Health & Welfare	60% + Health & Welfare
2nd 1000 hours	55% + Health & Welfare	70% + Health & Welfare
3rd 1000 hours	60% + All fringes	75% + All fringes
4th 1000 hours	70% + All fringes	80% + All fringes
5th 1000 hours	80% + All fringes	85% + All fringes
5th 1000 hours	90% + All fringes	90% + All fringes

Thereafter 100% of Journeyperson rate plus all fringes.

Pension contributions on apprentices shall begin at 75%.

Section 8. Each employer as defined herein shall contribute the current contribution amount in effect per hours worked. The current contribution shall be defined as the contribution amount on the schedule "A" that is in effect throughout the duration of this agreement. Said contribution shall be collected by the Administrator and transmitted to the Apprenticeship Fund. All sums so collected shall be used solely and exclusively for the purpose of promoting the Drywall Finishers Apprenticeship Program. All funds and expenditures shall be distributed solely by the Apprenticeship Trustees in accordance with the Agreement and Declaration of Trust of Oregon and Southwest Washington Drywall Apprenticeship and Training Trust Fund.

Section 9. In Section 8, ten cents ($.10) per hour for each employee will be forwarded to the I.U.P.A.T. FTI.

Section 10. In Section 8, five cents ($.05) per hour for each employee shall be collected and used solely and exclusively for the funding of an incentive program for the Journeyperson Drywall Finisher safety training curriculum.

ARTICLE 14

LABOR MANAGEMENT COMMITTEE

Section 1. There shall be established a local Labor Management Committee whose employer members shall be designated equally by the Signatory Association and whose labor members shall be designated by the Painters District Council #5. The Committee may initiate action on its own, investigate, and hold hearings on damages and penalties for violations of the agreement, issue interpretative rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this agreement, make amendments to or changes in this agreement, but only on the request of both parties, appoint or hire such persons or committees as may be necessary to aid the Committee in the performance of its duties. The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, hours of work, bond or any other such item as set forth in this Agreement. They may initiate or recommend audits of any employers' records covering the above sums. It shall be their duty to see that the audits are conducted in a prescribed manner. Any expenses of the Committee will be borne equally by the parties to the Labor agreement. The Committee shall meet regularly and special meetings may be called by either party.

Section 2. **THE PAINTERS AND ALLIED TRADES LABOR MANAGEMENT COOPERATION INITIATIVE**

(a) 1. Commencing with the 1st day of August, 2005, the Employer agrees to make payments to The Painters and Allied Trades Labor Management Cooperation Initiative for each employee covered by this Agreement, as follows:

2. For each hour of portion thereof, for which an employee receives pay, the Employer shall make a contribution of ten cents ($.10) to LMCI.

3. 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.

4. Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement.

5. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, in regards to the LMCI.

(b) 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.

(c) 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 the Agreement and Declaration of Trust.

(d) If an Employer fails to make contributions to the LMCI within twenty 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 Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE 15

BONDING PROVISION

Whenever an employer becomes delinquent in making payments to any trust funds provided herein and is delinquent for two consecutive months, such employer shall thereupon deposit either a cash bond or indemnity bond with the Administrator or said trusts thereafter. Said bond shall be in an amount equal to the largest amounts owed by said employer to all of said trust for any month during the last twelve months preceding delinquency and in no event shall said bond be in an amount less than Five Thousand ($5,000.00) Dollars.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 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.

Section 2. The parties to this Agreement may agree upon a permanent outside Arbitrator.

Section 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.

Section 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.

Section 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.

Section 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 17

VIOLATIONS OF AGREEMENT

Section 1. Operation of dual shops, such as a union and non-union shop, under this agreement or combined payments of partly wages and partly footage or use of two sets of books for payroll and other items, including overtime, or cost, and for subcontracting records, is a violation of this agreement and the Union shall have recourse to any action it deems necessary as authorized by this Agreement.

Section 2. This District Council signatory hereto shall have the right to immediately remove employees from any job, to strike, picket, or take other legal economic action for the following violations of this agreement:

(a) Non-payment of proper wages, subsistence, or travel pay.
(b) Issuing of non-negotiable checks for wages or fringe contributions.
(c) Non-payment of Pension Trust contributions.
(d) Non-payment of Health & Welfare Trust contributions.
(e) Non-payment of Vacation contributions.
(f) Non-payment of Administration Fund contributions.
(g) Non-payment of Trade Promotion contributions.
(h) Non-payment of late payment liquidated damages.
(i) Non-reporting of fringe contributions, including non-reporting when no employees are employed.
(j) Non-compliance with safety orders.
(k) Failure to post cash bond or surety bond.
(l) Failure to submit all business records, books, and reports pertaining to the payment of wages and fringes covering employees in question, as ordered by the Trust.
(m) Failure to show up for a Committee hearing when cited or not excused for cause by the Committee.
(n) Failure to dispatch any employee.
(o) Failure to report a non-union taper after 8 days of employment.
(p) Failure to discharge an employee in accordance with ARTICLE 3, Sections 1, 2 and 3 of the Agreement.
(q) Employer working alone and with no employees on his payroll at the time.

Any action taken by the Union shall be reported to the respective Committee and a violation of the agreement may result in suspension of agreement privileges by the Committee. The committee shall notify the Union of such suspension and request the Union to take action after the usual seven (7) days written notice to the Employer.

ARTICLE 18

SUCCESSOR CLAUSE

Section 1. This agreement and any supplements or amendments thereto, hereinafter referred to collectively as "agreement" shall be binding upon the parties hereto, their successors, administrators,

executors, and assignees. In the event the employer's business, is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this agreement for the life hereof. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this agreement. The Employer shall give notice of the existence of this agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor, executes a contract or transaction as herein described. The Unions shall be advised of the exact nature of the transaction, not including financial details.

In the event the employer fails to require the purchaser, transferee, or lessee to assume the obligations of this agreement, the employer (including partners thereof) shall be liable to the Union and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this agreement but shall not be liable after the purchaser transferee or lessee has agreed to assume the obligations of this agreement.

ARTICLE 19

SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 20

CHANGES IN AGREEMENT

Section 1. Any changes to this Agreement or amendments before its date of expiration must be approved by both the Association and the Union before becoming operative and if so approved, shall be observed by and shall be binding to all parties signatory to this agreement.

Section 2. If any provision of this Agreement is declared invalid or applicability thereof to any person, of the remainders of this agreement and/or applicability to any person, circumstance or thing, shall not be affected thereby.

Section 3. Either party to this Agreement shall have the right to re-open negotiations pertaining to Union Security when there is reason to believe the laws pertaining hereto have been changed by Congressional Amendments, Court Decisions, or Governmental Regulations, by giving the other party thirty days written notice.

Section 4. If the voters or legislature should repeal the Oregon Prevailing Wage laws (Little Davis-Bacon) the contract may be re-opened by either party with a 30-day written notice to the other party indicating the desire to re-open the contract.

Section 5. If a government-mandated medical insurance program should be enacted, the agreement shall be reopened within thirty (30) days for negotiating of health and welfare contributions only.

Section 6. Tenant Improvement Market

It is understood and agreed by the parties hereto that when situations arise that require separate agreements covering work to be performed on specific identified construction projects in the geographic area covered by this agreement, to protect the interests of the Contractor and promote jobs for Union members, such project agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all competing contractors to protect the competitive bidding process on that specific geographic jobsite locations. Any rates or conditions negotiated in these special project agreements will not give the contractor the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s). The Labor Management Committee shall be notified of all project agreements.

ARTICLE 21

HEALTH & SAFETY

Section 1. The employer and employees shall observe all federal, state, and local health and safety laws, rules and regulations.

Section 2. Each employer shall hold regular monthly safety meetings.

Section 3. Recognizing the hazards of the drywall finishing trade in terms of air-borne respiratory irritants, the employer agrees to comply with a comprehensive respiratory protection program which will include:

(a) NIOSH approved negative pressure cartridge respirators supplied to all employees (3M6000 series or equivalent)

(b) Training in the proper fit, care, and maintenance of respirators.

ARTICLE 22

DRUG TESTING

Section 1. Labor and Management agree that it is in the best interests 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.

Section 2. The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with State and Federal laws.

Section 3. 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.

Section 4. For the purpose of administering the Drug and Alcohol Program, the Wall & Ceiling Industry Drug Free Workplace Program will be incorporated into this agreement.

ARTICLE 23

MARKET PRESERVATION SELF ASSESSED DUES

The Market Preservation 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 Preservation Program. Employers may request relief from the Market Preservation program on projects approved by the Union. The amount dedicated to this fund will be part of the Schedule "A".

ARTICLE 24

OLD WORK PROTECTION

In order to provide stability of costs for the Contractors signatory to this agreement, total taxable gross wage rates for all wage classifications described in this agreement may be "protected" and thus used throughout the duration of the project based on the schedule "A" that will be in effect on July 1, 2023 (The beginning of the last year of this agreement.) Projects qualifying for this wage protection shall be defined as projects awarded on or before June 30, 2024. An "awarded" project shall be defined as a project where there is a signed and dated letter of intent or contract between a contractor signatory to this agreement and a general contractor or owner. Project projection references prior to June 30, 2019 shall no longer apply and are now void.

ARTICLE 25

TERMINATION FOR CAUSE

Section 1. Should any person referred for employment be terminated for cause, their 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, their 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, their referral privileges shall be suspended indefinitely.

Section 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 their 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.

Section 3. The provisions in subsections (1) and (2) 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 26

DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect until the 30th day of June, 2024 and year to year thereafter as herein provided. District Council #5 shall not later than the 30th day of April 2024 give written notice to all parties of this Agreement of date and place for a meeting at which time the results of this Agreement shall be reviewed and they shall decide if the Agreement shall be renewed, amended, or terminated.

Section 2. Any amendment(s) if ratified respectively by the Union and Association shall become a part of this Agreement.

Section 3. Any amendment or extension of this Agreement made pursuant to the terms hereof shall be made binding on all parties signatory hereto.

Section 4. An Employer signatory to this agreement or District Council #5 (The Union), who wishes to terminate their Agreement may give written notice to the other party to this agreement to that effect. Said notice must be within a maximum of one hundred twenty (120) days and a minimum of ninety (90) days prior to June 30, 2020, June 30, 2021, June 30, 2022, June 30, 2023 or June 30, 2024, the expiration of this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on this 1 day of July, 2019.

FOR THE UNION:

Kirk E Malcom

Signature

I.U.P.A.T. District Council #5 Representative
11105 NE Sandy Blvd.
Portland, OR 97220-2555
Phone: (503) 257-6644
Fax: (503) 256-5271

FOR

Anning-Johnson Company, (503) 682-9882

Cascade Acoustics Inc., (503) 612-0100

Caslin Drywall, (503) 371-3011

Fred Shearer & Sons Inc., (503) 520-9991

Harlen's Drywall Company Inc., (360) 574-1424

The Harver Company, (503) 624-1453

Interior Exterior Specialists, (503) 209-8137

LP Company, (503) 370-8499

MCG Commercial, (503) 655-4011

Mid-Valley Construction, (503)572-1682

Performance Contracting Inc., (503) 684-5533

Western Partitions Inc., (503) 620-1600