

K 8187
1,000 workers

29 pp.

**WESTERN WASHINGTON AREA AGREEMENT
FOR THE DRYWALL INDUSTRY**

Effective: June 10, 2001
To: June 09, 2004

TABLE OF CONTENTS

ARTICLE I	PREAMBLE AND PURPOSE	1
ARTICLE II	SCOPE OF AGREEMENT	2
ARTICLE III	RECOGNITION AND BARGAINING UNIT	2
ARTICLE IV	DEFINITIONS	3
ARTICLE V	RIGHTS OF THE PARTIES	3
ARTICLE VI	GRIEVANCE PROCEDURE	4
ARTICLE VII	UNION SECURITY	5
ARTICLE VIII	PROTECTION OF RIGHTS	5
ARTICLE IX	SAFETY	6
ARTICLE X	PIECE WORK PROHIBITION	7
ARTICLE XI	EMPLOYER RESPONSIBILITIES	7
ARTICLE XII	EMPLOYMENT OF EMPLOYEES	9
ARTICLE XIII	JOB STEWARDS	12
ARTICLE XIV	DRYWALL TAPER APPRENTICES	12
ARTICLE XV	HOURS OF WORK AND WORK RULES	13
ARTICLE XVI	TRAVEL PAY AND SUBSISTENCE	15
ARTICLE XVII	OUT OF AREA WORK	16
ARTICLE XVIII	OVERTIME PERMIT	16
ARTICLE XIX	WAGES AND CLASSIFICATION	16
ARTICLE XX	JOURNEY LEVEL EDUCATIONAL OPPORTUNITIES	20
ARTICLE XXI	TRUSTS	20
ARTICLE XXII	TRUST FUNDS BENEFIT LEVELS	21
ARTICLE XXIII	I.U.P.A.T. PENSION	23
ARTICLE XXIV	SEPARABILITY	24
ARTICLE XXV	DURATION OF AGREEMENT	25
ADDENDUM "A"	RESIDENTIAL	26

ARTICLE I. PREAMBLE AND PURPOSE

1. This Agreement is a successor Agreement to the Western Washington Area Agreement for the Drywall Industry, which was effective from June 10, 1998 to June 9, 2001. This Agreement is between International Union of Painters & Allied Trades (I.U.P.A.T.) District Council No. 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.

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.

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.

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.

ARTICLE II. SCOPE OF AGREEMENT

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. Drywall work also includes work, materials, equipment or processes which are substituted for the matters covered in Section I of this Article.
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.
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.
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 III. RECOGNITION AND BARGAINING UNIT

1. Each Employer who is bound by this Agreement recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive bargaining representative of all that Employer's employees who are engaged in the performance of any drywall finishing and painting work within the Union's territorial jurisdiction.
2. The Union, N.W.C.C.A. 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 multi-Employer collective bargaining unit. The Union recognizes (N.W.C.C.A.) 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 designate N.W.C.C.A. as their bargaining agent.

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. Nor shall such right of designation affect the Employer's status as a member of the multi-Employer bargaining unit.

ARTICLE IV. DEFINITIONS

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.
2. The term Drywall Finishers 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.
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. The term employee, as used in this Agreement, means persons formerly referred to as journeyman or Drywall Finisher and/or Taper Apprentice as defined in this Article.

ARTICLE V. RIGHTS OF THE PARTIES

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 a I.U.P.A.T. District Council No. 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 which 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.

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.

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 VI. GRIEVANCE PROCEDURE
LABOR - MANAGEMENT BOARD

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 difference concerning the interpretation and application of this Agreement.
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.
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. 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.
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. If the grievance or dispute is not resolved in this manner within ten (10) 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.
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 seven (7) names, and the Union and the NWCCA shall alternately strike six (6) names from the list. The remaining name shall be the umpire. The umpire 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 neither the Union, the Employer or the NWCCA substantially prevailed.
6. In the event the Union claims that an Employer has violated any of the wage, travel, subsistence or 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.

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.

ARTICLE VII. UNION SECURITY

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.

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.

3. In the event that a workman fails to tender the admission fee or that a member of the Union fails to maintain his membership in accordance with 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 workman within 48 hours (Saturdays, Sundays and holidays excluded) or the Employer will be liable for Union dues and fees.

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 XII "Employment of Employees".

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 VIII. PROTECTION OF RIGHTS

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 which his or her Employer undertakes to perform for an Employer or person whose employees are on strike.

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 I.U.P.A.T. 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 I.U.P.A.T. District Council No. 5.

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.

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.

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 journeyman or apprentice to work for other Employers after their regular day's employment with one Employer, or for any journeyman 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.

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.

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 IX. SAFETY

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.

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.

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.

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. The Northwest Wall and Ceiling program shall be attached as an addendum to this agreement.
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.
6. The Employer agrees to insure that an adequate source of potable drinking water is on all job sites.

ARTICLE X. PIECE WORK PROHIBITION

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.
2. Trust Fund contributions shall be based on actual hours worked.

ARTICLE XI. EMPLOYER RESPONSIBILITIES

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) If the Employer is a corporation, the individual person signing this Agreement shall be liable for failure of the corporation to comply with this Agreement and the individual signing this Agreement and the corporation shall be jointly and severally liable for any and all losses resulting from any violation of this Agreement except as in (a) above.
 - (c) This Agreement shall apply to all present and subsequently acquired operations of the Employer that are accretions to the Bargaining Union including but not limited to newly established or acquired business.
 - (d) The Employer shall not require or permit any employee covered by this Agreement to report at the job site or in the shop more than thirty (30) minutes before working time.

(e) 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.

(f) 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.

(g) 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 nine percent (9%) 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.

(h) 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 time cards for all employees, and suitable payroll check stubs and other records required by law. The Union will provide copies of this information to the N.W.C.C.A.

(i) 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.

(j) Employer party hereto shall not use any corporation or other operation device for the purpose of violating his obligations under this Agreement.

(k) In lieu of Article XI 1(b), referencing the individual signing the Agreement, an employer may post a bond with the legal counsel for the Western Washington Painters Pension Trust for the sum of not less than \$58,000 for employers with employees working zero (0) to 1,730 hours per month, \$120,000 for employers with employees working 1,731 to 3,287 hours per month and \$200,000 for employers with employees working 3,288 hours or more per month to guarantee any deficiency of such Employer in the payment of health and welfare and other fringe benefits under the provisions of this Agreement. The number of Employee hours per Employer shall be based on the average number of Employees reported to the Trust Funds during the preceding three-month period. If an employer has been signatory to the Western Washington Area Agreement for more than two (2) consecutive years without being referred to the legal and audit committee, the number of employee hours shall be based on a 12 month average.

(l) Each Trust Fund having a claim against any contractor under the provisions of this Agreement shall notify the legal counsel for the Western Washington Painters Pension Trust, in writing, of the facts and circumstances of such unpaid obligations. The legal counsel for the Western Washington Painters Pension Trust shall, after verification, and written notification to the employer of the indebtedness, process a certification of the default to the Surety Company for payment under the terms of the Surety bond and remit the funds received from the Surety Company to the person, Fund or entity entitled thereto.

(m) In the event that the contractor has deposited cash or other security under this provision, the legal counsel for the Western Washington Painters Pension Trust, upon verification of an indebtedness, under the terms of the Agreement, shall withdraw from said cash deposit, or convert said security to cash, and forward to the person, or entity entitled thereto, funds sufficient to discharge such obligations.

(n) Within twenty-four (24) hours after the notice to any Employer of such payment made by the legal counsel for the Western Washington Painters Pension Trust out of the Employer's cash or security deposit or bond, the Employer shall replenish his/her cash or other security deposit or bond to the original sum or to such further sum as the legal counsel for the Western Washington Painters Pension Trust shall determine as necessary to guarantee future deficiencies of such Employer.

(o) Should the legal counsel for the Western Washington Painters Pension Trust determine that liability of any Employer under this Agreement is greater than the sum required under Article XI 1 (k) above, they may immediately demand and cause the Employer to increase his cash deposit or Surety Bond to an amount sufficient to cover the liability.

(p) In the event that any Contractor has a Surety Bond canceled during the term of this Agreement, the legal counsel for the Western Washington Painters Pension Trust reserve the right to require other bonding in cash or through some other means acceptable to the legal counsel for the Western Washington Painters Pension Trust.

ARTICLE XII. EMPLOYMENT OF EMPLOYEES

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 which they may deem sufficient.

(b) It shall be the responsibility of the Union to dispatch qualified and competent workmen.

(c) New workmen to the Local who claim to have a certain degree of skill shall be dispatched with notice to the Employer as to how this workman 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 journeyman, the Taper will be re-evaluated and offered the opportunity to enter the Apprenticeship program at a level commensurate with his skills.

(d) As a condition of employment employees shall be required to possess a current scaffold user 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.

2. Painters, Tapers, Apprentices and Pre-Apprentices will be hired in the manner set forth in this Article. Separate hiring halls will be maintained by each Local party to this Agreement. 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.

3. When an Employer desires to hire Painters, Tapers, Apprentices or Pre-apprentices a request shall be made to the Local which 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 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 workman be employed by any Employer for work covered under this Agreement unless said workman has been properly dispatched by referral slip from the Local Union Office.

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 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 require 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.

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.

He 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 I.U.P.A.T. District Council No 5, 2800 1st Avenue, Seattle, Washington 98121. I.U.P.A.T. District Council No. 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.

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, which can be from the Employer, the remainder of the employees will be 50% from the local area and 50% from the Employer. 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 6(a). Any applicant who is not a member of the Local Union, shall be required to state whether 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 of the out-of-work list.

(c) A member making application for Clearance Card shall be required to state whether 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.

7. An Affirmative Action Program to encourage the employment of minorities by the Employers covered under this Agreement shall be established. Administration will be done by the Joint Apprenticeship and Training Committees.

8. The Employer agrees not to discriminate against employees because of race, religion, color, sex, national origin, sexual orientation, disability or veteran status.

ARTICLE XIII. JOB STEWARDS

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.
2. The Business Representative shall be permitted on all jobs and in shops where employees covered by this Agreement are employed.
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 undo hardship upon the Employer. The Union agrees to notify the Employer twenty-four (24) hours in advance.

ARTICLE XIV. DRYWALL TAPER APPRENTICES

1. It is agreed that the program as completed by the local Joint Apprenticeship and Training Committees and approved by the Washington State Apprenticeship 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).
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.
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.
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.
5. All apprentices failing to attend classes where schools are established on 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.
6. Positively no Apprentice shall be sent to out-of-town work that will interfere or prohibit him from attending school classes on nights designated for school attendance.

7. Drywall Apprentices sent to jobs shall be accompanied by a Drywall Taper until said apprentice has had six months experience at the trade.
8. All Apprentices subject to the terms of this Agreement shall work in strict conformity with the Federal and State Regulations covering drywall apprentices.
9. No Apprentice shall be allowed to drop his apprenticeship card and take out or apply to a Local Union for a journeyman card, unless permission has been granted by the local Joint Apprenticeship Committee.

ARTICLE XV. HOURS OF WORK AND WORK RULES

1. Eight (8) hours per day between 6:00 a.m. to 12:00 noon and between 12:30 p.m. to 4:30 p.m. or 1:00 p.m. to 5:00 p.m., Monday through Friday inclusive, shall constitute a maximum days work. By mutual agreement between the Employer and the Union, four (4) ten (10) hour days "Monday through Thursday" with Friday used as a make-up day may be worked in lieu of the hours stated above. Requests to work the four (4) ten (10) hour day work week will be considered on a job by job basis. 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 (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 15 minute break after three (3) hours worked as well as a 30 minute break after five (5) hours.

Starting time may be changed by the parties signatory hereto due to climatic or other conditions.

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.

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.

4. Multiple shift work 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 (7 1/2) 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.

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 6:00 am and 6:00 pm.

Second Shift - The second shift shall be seven and one-half (7 ½) 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.

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.

7. Tenant/Existing Building Work: A maximum of ten (10) hours shall constitute a days work, a maximum of forty (40) hours shall constitute a weeks work, Monday through Friday. Work days shall be consecutive. Overtime hours shall be paid as per Article XV, Section 1.

8. Personal hand tools furnished by the Taper shall consist of hock and trowel, 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 employees 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.

9. Any new materials or equipment coming into the trade and, after proper analysis considered injurious to the health, shall not be used.

10. Employees are prohibited from reporting to the job or shop more than 30 minutes before working time.

11. No employees shall resort to any extreme measure to rush one another and thereby do injury to the trade.

12. 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.

13. Employees who report at the time they are instructed by the Employer or his agent, and who are not put to work, shall be paid one-half (1/2) day's pay, except where employees are not put to work because of inclement weather or other conditions beyond the Employer's control. All employees when ordered to work must be guaranteed a minimum of one-half (1/2) days pay.

14. 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 XVI. TRAVEL PAY AND SUBSISTENCE

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

The Employer's shop shall be considered as the starting point in that town and shall not be changed for the life of this Agreement.

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

2. All bridge toll and ferry fare expenses, shall be paid by the Employer upon receipt.

3. Travel is as follows, based on AAA road miles:

0 - 49 road miles	Free
50 - 64 road miles	\$20.00
65 - 80 road miles	\$30.00

4. 81 miles and over, subsistence of \$50.00 per day or actual expenses whichever is greater, paid seven days a week plus one round trip at the straight time rate. The round trip rate shall repeat itself each time the employee is required to return to his starting point by the Employer.

If the employee is required to fly or take a train to a job site, all fares and expenses will be paid by the Employer.

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

5. Employers signatory to an Agreement with District Council, Local Union or International Union in another area and coming into or under the jurisdiction of the Western Washington Area Agreement for the Drywall Industry shall use the Local Union dispatch point for the purpose of travel pay. Job sites shall not be considered as the Employer shop or place of business.

6. 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.

ARTICLE XVII. OUT OF AREA WORK

1. The employer, when engaged in work outside the geographical jurisdiction of District Council #5 may employ 50% of the workers needed for such work from his home area.
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.
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.
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 XVIII. OVERTIME PERMIT

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 Saturdays, Sundays and holidays regardless of the area will likewise be reported.
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 XIX. WAGES AND CLASSIFICATION

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 with 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.

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.

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.

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.

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 work day 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.

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 pay day, 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.

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.

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.

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.

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.

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 which makes "kickbacks" punishable by fine and imprisonment.

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 work day, the work week 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.

13. On or before May 26th the Union must notify the Employer, via registered mail, of how the wages for the June 10th revised wage scale will be divided between wages and fringe benefits. At the Employers option, if notification is not received before May 26th 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

14. Schedule "A" - Drywall Finishers (Tapers)

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Hourly Wage	\$ 26.61	Increase	Increase
Health & Welfare	\$ 2.80	by \$ 1.72	by \$ 1.95
W.W. Pension	\$ 3.34	on 06/10/2002	on 06/10/2003
IUPAT Pension	\$ 1.97		
Industry Fund	\$ 0.20	\$ 0.20	\$ 0.20
Apprenticeship	\$ 0.20	\$ 0.20	\$ 0.20
LMCF	\$ 0.02	\$ 0.05	\$ 0.05
TOTAL OF WAGES & FRINGES COMBINED	\$ 35.14	\$ 36.89	\$ 38.84

Dues Check-off less 3% of gross wages
 Special Fund less \$.15 per hour
 Market Recovery Program
 (Journeyman Only) less \$.25 per hour

FOREMAN - Any Drywall Finisher (Taper) designated as Foreman, shall be paid as a minimum, an additional nine percent (9%) over the Journeyman rate. When there are four (4) or more Drywall Finishers on the job at least one (1) will be a Foreman.

GENERAL FOREMAN - Any Drywall Finisher (taper) designated as General Foreman shall be paid at the minimum an additional nine percent (9%) per hour over the Journeyman rate.

APPRENTICE WAGE SCALE

<u>BRACKET</u>	<u>06/10/01 Thru</u> <u>06/09/02 RATE</u>
1 st Bracket - 50% of Drywall Finishers scale.....	\$ 13.31
2 nd Bracket - 55% of Drywall Finishers scale.....	\$ 14.64
3 rd Bracket - 65% of Drywall Finishers scale.....	\$ 17.30
4 th Bracket - 75% of Drywall Finishers scale.....	\$ 19.96
5 th Bracket - 85% of Drywall Finishers scale.....	\$ 22.62
6 th Bracket - 90% of Drywall Finishers scale.....	\$ 23.95

Thereafter 100% of Drywall Finishers scale.

Full fringes are to be paid on all Apprentices.

15. Schedule "B" - Painters

Painters will have parity to wages and benefits as in the Current Western Washington Area Agreement for the Painting Industry.

ARTICLE XX. JOURNEY LEVEL EDUCATIONAL OPPORTUNITIES

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.

ARTICLE XXI. TRUSTS

1. Each Employer signatory to this Agreement is required to make reports to the Trusts (see Article XXII) and remit with contributions, if any due to Western Washington Painters Pension Trust, Zenith Administrators, 201 Queen Anne Avenue North, #100, Seattle, Washington 98109-4896 (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 C.P.A., as provided for in Section 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

11. Accounting of expenditures of Industry and Specifications Funds shall be available to the NWCCA, District Council No. 5 and/or Unions upon request.

ARTICLE XXII. TRUST FUNDS BENEFIT LEVELS

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.

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 nonunion) the following fringe benefits for each compensable hour received by such employee:

(a) Effective June 10, 2001, each Employer shall pay into the Painters Trust Health and Welfare, Dental and Vision Plans two dollar and eighty cents (\$2.80) per compensable hour.

(b) Effective June 10, 2001 each Employer shall pay into the Western Washington Apprenticeship and Training Trust for the Painting and Drywall Industry twenty cents (\$.20), with five cents (\$.05) per hour being forwarded to the International Joint Apprenticeship and Training Fund.

(c) Effective June 10, 2001, each Employer shall pay three dollars and thirty-four cents (\$3.34) per compensable hour for each employee to the Western Washington Painters Defined Contribution Pension Trust.

(d) Effective June 10, 2001 each Employer shall pay one dollar and ninety-seven cents (\$1.97) per compensable hour for each employee to the International Union of Painters and Allied Trades (IUPAT) Union and Industry Pension Fund.

(e) Effective June 10, 2001 each Employer shall pay two cents (\$.02) (Increased to five cents (\$.05) on June 10, 2002) per condensable hour for each employee to the I.U.P.A.T. Labor Management Cooperation Fund.

3. Payments to all Trusts including Pension on behalf of all Apprentices shall commence with the first hour of employment.

4. Effective June 10, 2001, each Employer agrees to pay on or before the fifteenth (15th) of each month twenty cents (\$.20) per condensable hour on all employees to the Western Washington Area Drywall Industry Fund.

5. Effective June 10, 2001, all Employers signatory to the Western Washington Area Agreement for the Drywall Industry dated June 10, 2001, 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 Employer also agrees to deduct fifteen cents (\$.15) per compensable hour for the Unions' Special Fund and to deduct twenty-five cents (\$.25) per 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% of gross wages and fifteen cents (\$.15) per compensable hour for the Special Fund on all employees to the central distribution point (plus any and all dues, withholdings or assessments approved by the Union as a wage deduction), the Western Washington Painters Pension Trust, 201 Queen Anne Avenue North, #100, Seattle, Washington 98109-4896.

The obligation to the Employer shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card to be furnished by I.U.P.A.T. District Council #5.

On or before the 15th of each month, the Employer 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 I.U.P.A.T. District Council No. 5) to deduct 3% of gross wages, as well as fifteen cents (\$.15) per compensable hour for the Special Fund (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 I.U.P.A.T. 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 I.U.P.A.T. District Council No. 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 XXIII. I.U.P.A.T. PENSION

1. (a) Commencing with June 10, 2001 the Employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

(b) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of one dollar and ninety-seven cents (\$1.97) to be allocated to the I.U.P.A.T. Union and Industry Pension Plan.

(c) 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.

(d) 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. However, no contributions shall be made on behalf of pre-apprentices for a period of six (6) months following their initial employment with any Employer.

(e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. 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.

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.

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.

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 which may be provided or set forth elsewhere in this Agreement.

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 I.U.P.A.T. Union and Industry Pension Fund as a deduction for income tax purposes.

ARTICLE XXIV. SEPARABILITY

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.

2. This Agreement is not intended to and shall not be construed to permit acts which 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.

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.

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.

5. **JOB NOTICE:** The Employer will notify I.U.P.A.T. District Council No. 5 office of every job which the Employer has undertaken or Contracted to perform.

ARTICLE XXV. DURATION OF AGREEMENT

1. This Agreement shall remain in full force and effect from June 10, 2001 until June 9, 2004, 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 9, 2004, 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 9, 2004.

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 _____, 20_____.

NORTHWEST WALL AND CEILING
CONTRACTORS ASSOCIATION, INC.

I.U.P.A.T. DISTRICT COUNCIL NO.5
OF WESTERN WASHINGTON

COPY
Mark Eisenmann

COPY
Jeff Kelley

COPY
Doug Bair

COPY
Ron Ohlenkamp

COPY
Brent Smith

COPY
James Casebier

COPY
Rick Harris

COPY
Ron Krebs

COPY
Martin Holberg

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: \$ 22.00 per hour, or incentive pay, whichever is greater. Fringe benefits as per Labor Agreement.

Incentive pay - \$.14 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.

COPY

NWCCA

COPY

DC#5

DATE

DATE

Drywall Finisher Required Tool List

The Following items are required prior to starting work.

Required per contract

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 Real	
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* *