

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PORT OF VANCOUVER

AND

THE PORT OF VANCOUVER TRADE COUNCIL

JULY 1, 2011 – JUNE 30, 2015

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PREAMBLE

This Agreement dated July 1, 2011 is by and between the PORT OF VANCOUVER, a municipal corporation of the State of Washington hereinafter referred to as the "Employer" and the Port of Vancouver Trade Council, through the Unions signatory hereto, hereinafter referred to as the "Unions."

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, disability, creed, national origin, or political affiliation. The Unions shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE I

SCOPE OF AGREEMENT

This Agreement shall cover all construction, demolition, installation, and maintenance assignments which have been historically and consistently performed by employees covered under this Agreement by the multi-craft bargaining unit, and such work assignments will continue under this Agreement at all facilities owned and operated by the Port, including any marine cargo handling facilities leased and operated by the Port. The Employer, however, reserves the right to contract or subcontract for the above work if the Unions cannot provide skilled, qualified workers within 48 hours, excluding Saturday, Sunday or recognized holidays, or work escalates beyond the capabilities of the employer's maintenance operation.

When the Employer has need for short-term workers who are not direct hires employees of the Port of Vancouver, these employees shall receive wages, benefits, and conditions as provided in this agreement or their cost equivalent.

The scope of this Agreement shall include any facilities leased by the Port to an independent operator to the extent the Port retains the responsibility for the maintenance or repair of any such leased facility or facilities.

The Employer acknowledges that construction projects for which it contracts if public works are generally subject to the provisions of state or federal prevailing wage laws. Where applicable, it will insert in the text of construction contracts to which it is party, the obligation to conform to state and federal prevailing wage laws.

Upon request by the union, the Port shall supply the names of construction contractors with whom it has entered into agreement and shall ask the contractor to meet with the Union(s).

The Employer supports exercise by its construction contractors of equal opportunity principles and further ascribes to the objective of and need for a well trained workforce. It will request that its construction contractors also support these objectives, which seek to promote diversity and apprenticeship in construction.

ARTICLE II

RECOGNITION

- Section A. The Employer recognizes the Unions as sole collective bargaining agents for all employees of the Employer in all classifications employed by the Employer in all of its operations, covered under the scope of this Agreement, excluding: salaried supervisors, office, professionals, security personnel, longshore personnel, employees of contractors, and / or tenants of the Employer.
- Section B. The Employer and the Unions recognize that the addition and deletion of classifications contained in Schedule "A" is subject to mutual agreement.

ARTICLE III

UNION SECURITY

- Section A. All employees covered by this Agreement shall, within 31 days of employment become members of the Union and shall maintain membership in good standing in said Union as a condition of employment. All written requests by the Union for removal of employees for non-payment of or failure to tender initiation fees and dues will be recognized and accepted by the Employer. The Employer agrees to immediately remove the named employees from employment on all work covered by this Agreement.
- Section B. The Employer shall deduct union dues authorized by this Article. The Union assumes responsibility for repayment of monies found to be erroneously deducted by the Employer under this Article. The performance of these services is at no cost to the Union.
- Section C. A period of 90 cumulative days of work for persons newly employed by the Employer shall constitute an introductory period during which the Employer shall have the right to discharge without any limitations by the Union or this Agreement.
- Section D. The Unions shall have the right to appoint one shop steward per craft. The Employer will not in any way discriminate against any shop steward for presenting any complaint, dispute, or grievance to the foreperson or supervisor in the manner provided for in this Agreement.
- Section E. No supervisor nor salaried employee shall perform bargaining unit work except in the case of emergency, safety training or instruction of employees unless covered under this agreement. Emergency is defined as a situation beyond the control of the Employer for which it could not reasonably preplan.

ARTICLE IV

HIRING NOTIFICATION

- Section A. Notification of Employees Hired: The Port shall advise the Council and the appropriate affiliated local union of the names and social security numbers of Port employees covered by this Agreement within 5 working days following the date of employment.
- Section B. The Union shall be the sole and exclusive source of referrals of applicants for *permanent* employment openings.
- Section C. If the Union is unable to refer applicants for employment to the Port within forty-eight (48) hours from the time it receives written notice of the requests (weekends and holidays excluded) the Port shall be free to secure applicants without using the Union referral.
- Section D. The Employer retains the right to reject any job applicant referred by the Union. The Employer may discharge any employee who has completed the introductory period for just cause.
- Section E. The Employer and the Unions recognize the Employer may have women and/or minorities who are in conflict with the hiring hall referral system. Therefore, when the Employer requires women and/or minority hiring, the hiring hall procedures will be modified to meet the demands of those requirements. It is understood that the hiring hall procedures will be followed as closely as possible without being in conflict with Employer requirements.

ARTICLE V

NEW HIRES

- Section A. All new employees shall be classified as probationary for the first 90 cumulative days of work.
- Section B. Probationary employees shall be paid at the wage rate contained in Schedule "A". During this period, the employee will accrue all fringe benefits addressed in this Agreement.

ARTICLE VI

STANDARD DAY SHIFT HOURS

Section A. The basic workweek for employees shall normally be Monday through Friday. Eight or ten hours shall constitute a regular workday and four or five consecutive days shall constitute a regular workweek. The hours between 6:00 a.m. and 6:00 p.m. shall constitute the regular working hours. Flexible starting hours, if mutually agreed upon between the Employee and the employer, shall be considered part of the regular workday and will be between 6:00 a.m. and 8:00 a.m.; forty hours shall constitute the regular workweek. The lunch period shall be 30 minutes. All Employees shall be scheduled to work on a regular shift and each shift

shall have regular starting and quitting times. All work performed outside the regular hours shall be paid for as provided in Section C of this Article.

- Section B. The starting time of an Employee's regular shift shall only be changed on Monday. The Employees shall be notified on the proceeding Friday of any such change if known. If the change is made in the starting time of the work shift, after an employee has started the workweek, the first affected shift will be paid at the rate of time and one-half the regular rate.
- Section C. All work performed outside the regular working hours and all work in excess of eight hours per day, Monday through Friday, shall be paid for at the overtime rate of one and one-half times the regular hourly rate, except if working a four-tens schedule overtime is paid after ten hours per day. Saturdays shall be paid for at the overtime rate of one and one half times the regular rate.
- Section D. All hours worked after twelve (12) hours (exclusive of the meal period) shall be paid for at the rate of (2.0X) double the regular hourly rate. (Including Saturdays)
- Section E. When an employee has worked his or her regular shift and or overtime, the employee shall not go to work again for the straight time rate until the employee is relieved for a period of at least eight (8) hours.
- Section F. All time worked on Sunday shall be paid for at (2.0X) double the regular hourly rate.

ARTICLE VII

TERMS AND CONDITIONS

- Section A. Port Rate: The Port shall pay, on an hourly basis; to all regular journey level employees and foremen an hourly rate equal to the construction rates as defined by the labor agreements between the Unions and construction contractors in Vancouver, Washington.
- Section B. Effective July 1, 2007 the construction rates shall be reduced by three cents (\$0.03) per hour for each hour worked, such money shall be held by the Employer for Jury Duty compensation per Article XIII, Section C.
- Section C. Apprenticeship: The Port and the Union agree that it is important to have a highly trained work force. To this end, the Port agrees to work with the individual local unions on developing policies promoting the employment of apprentices as part of the work force covered by this Agreement.

ARTICLE VIII

SHIFTS

Section A. Shift work shall be permitted in all classifications, without restrictions, on the following basis. Once employees are assigned to either the second or third shift, that assignment shall remain in effect for a minimum of five working days. Notice of change of shifts shall be given prior to the end of the employee's workweek before the week in which the

change will be effective.

- Section B. When more than one shift works, the standard workday for the first shift shall be from 7:00 a.m. to 3:30 p.m. with one 30 minute lunch period. If conditions warrant, the day shift may be established between 6:00 a.m. to 6:00 p.m., provided that all workers in the same craft shall start at the same time.
- Section C. First or Regular Daylight Shift: An eight and one-half hour period less 30 minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight times the regular hourly rate with no premium.
- Section D. Second Shift: An eight hour period less 30 duty-free minutes for meals on the Employer's time. The starting time of the second shift will in no event be earlier than 2:30 p.m. or later than 5:30 p.m. Pay for full second shift period shall be a sum equivalent to eight times the regular hourly rate as set forth in Schedule "A" plus a premium of 10% per hour.
- Section E. Third Shift: A seven and one-half hour period less 30 duty-free minutes for meals on the Employer's time. The starting time for the third shift will in no event be earlier than 10:30 p.m. or later than 1:30 a.m. Pay for a full third shift will be a sum equivalent to eight times the regular hourly rate as set forth in Schedule "A" plus a premium of 15% per hour.
 - Section F. Lunch periods shall be scheduled not earlier than the fifth hour of the shift.

Section G. Long Shifts: A second 30 minute meal period shall be allowed on the employer's time if the employee is required to work overtime in excess of two (2) hours immediately before or after the employee's regular shift. With the supervisor's approval, this meal period can be taken anytime within the first two hours of overtime. An employee will be allowed an additional meal period after each subsequent period of overtime worked in excess of four (4) hours.

ARTICLE IX

DEFERRED COMPENSATION

In addition to the pension provided for in Article XVII, Employees shall be eligible for participation in the Port of Vancouver's 457B Plan, or its successor to the extent consistent with applicable state and federal tax laws. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures.

ARTICLE X

NON-DISCRIMINATION

Section A. The appropriate Union and the Port agree that there shall be no discrimination against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, Vietnam era veteran status, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the Port.

Section B. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE XI

HOLIDAYS

- Section A. Recognized holidays for regular employees are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving Day, Christmas Day, shall be granted these days off without pay. If scheduling permits optional holidays such as Martin Luther King, Jr. Day, Presidents Day, and Veterans Day may be taken off work with out pay at an employee's discretion.
- Section B. If one of the holidays referred to above falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on a Sunday, the following Monday will be observed as the holiday.
- Section C. Pay for Time Worked on Holidays. Regular employees who perform work on any of the above holidays shall be paid (2.0X) double time their normal hourly rate. Optional holidays if worked will be paid for at the regular straight time rate.
- Section D. On Election Day the work shall be arranged so as to enable the Employees to vote.

ARTICLE XII

VACATION

Employer shall pay such sums as specified in relevant Construction Labor Agreements to a Trust, Trust Administrator, or to the individual as specified in said Agreements.

ARTICLE XIII

LEAVES OF ABSENCE -

- Section A. Leaves of Absence: The Port agrees to provide a leave of absence without pay and without loss of employment for qualified Family and Medical Leave events for periods not to exceed 12 weeks in a 12 month period.
- Section B. The Port agrees to allow military leave for employees in conformance with law and without pay and without loss of employment.
- Section C. <u>Jury Duty:</u> Should an employee be called to jury duty after 90 days of employment, such employee shall continue to receive pay in the amount necessary to make up the difference between pay received for jury duty and his or her regular daily compensation for not more than 14 days; provided, that an employee who is released from jury duty prior to the time his or her regular shift at the Port would normally terminate, shall report to the Employer in person or by telephone and, if requested, and if such employee has sufficient time to change his or her clothes, shall return to work to complete their normal shift.

ARTICLE XIV

MANAGEMENT RIGHTS

The Port retains all rights except as those rights are limited by the Articles of this Agreement or applicable law. Nothing anywhere in this Agreement (for example, but not limited to the Recognition and/or Grievance Articles) shall be construed to impair the right of the Port to conduct all its business in all particulars except as modified by the Articles of this Agreement.

ARTICLE XV

PAYDAY

- Section A. Payday shall be semimonthly.
- Section B. In case an employee is laid off or discharged by the Employer, the employee shall receive final pay in compliance with state law.
- Section C. In case of voluntary termination, employees shall receive their wages or compensation in full before the end of the Employer's next regular working day following the employee's voluntary termination.

ARTICLE XVI

STRIKES AND LOCKOUTS BARRED

There shall be no lockouts on the part of the Employer, or suspension of work on the part of the employees. This Agreement is a guarantee that for its duration there will be neither strikes, picketing, slow downs, nor lockouts, and all complaints, grievances, or disputes arising under its provisions will be settled pursuant to its grievance procedure.

ARTICLE XVII

TRUST AGREEMENTS

- Section A. Fringe Benefits. The Port shall continue to provide benefits covered under the conditions set forth in the appropriate local union's construction labor agreement in the same amount and manner now in effect or hereafter modified during the term of this Agreement which has been historically followed by the Port.
- Section B. The Port and the appropriate Unions adopt and shall be bound by the terms and conditions of Pension, Health & Welfare, Vacation, Training and such other trust or trusts as set forth in the current area construction agreements, except employer association or contract administration funds. The action heretofore or hereafter performed by the Trustees of such trust or trusts are hereby adopted by the Port and the appropriate Unions.

ARTICLE XVIII

SETTLEMENT OF DISPUTES, DISCHARGE, SUSPENSION

- Section A. Resolution of Disputes: The parties shall in good faith work jointly toward resolution of disputes. If any dispute cannot be settled at the plant (shop) level, it shall be reduced to writing and referred to a representative of the Union and the Port. If the Port and the Union representatives are unable to reach agreement within two weeks, either party may refer the dispute to a mutually acceptable arbitrator within 30 days. If agreement cannot be reached for arbitrator selection, the parties shall choose an arbitrator from a panel provided by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding, and shall be limited by the terms and provisions of this Agreement. The Union and the Port shall share the cost of arbitration equally.
- Section B. Union Representation: The Unions shall not be required to press employee grievances if, in the employee's Unions' opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) involved.
- Section C. Written Warnings: A copy of a warning notice shall be sent to the local Union at the time it is given to a regular employee.
- Section D. Protest of Discharge, Suspension, or Written Warnings: Any regular employee may request an investigation of his/her discharge, suspension, or warning notice; and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the Port in writing within 15 working days after the discharge, suspension, or warning notice; and if not presented within such period, the right of protest shall be waived.
- Section E. Notice of Discharge. The Port shall give to a discharged regular employee a written notice of termination and at the same time send a copy to the local Union involved.

ARTICLE XIX

REPORTING PAY AND MINIMUM PAY

- Section A. Employees starting a shift or called after the starting time of a shift shall receive not less than four hours' pay for the first period of shift; and, if required to continue on second period of shift, they shall receive pay for a full shift.
- Section B. Employees required to report for work not continuous with their assigned shift hours, or on Saturdays or Sundays when not a part of the employee's established shift, or on holidays, shall receive not less than four hours' pay at the specified overtime rate.
- Section C. Employees who voluntarily quit, voluntarily lay off, or are discharged for cause shall be paid only for actual hours worked.

Section D. Maintenance On-Call Pay: On-Call is an employee status assigned by the Port to ensure that there will be a qualified employee available to report to work in a timely manner when needed. On-Call status must be scheduled in advance, and assigned by the supervisor. On-call assignments shall be distributed by way of a monthly schedule prepared by the supervisor. The monthly schedule shall include three on-call employees. The first will be an available working foreman or journeyman (who must be approved by the Port) from the electrical trade. The second will be an available working foreman or journeyman (who must be approved by the Port) from the sprinkler fitter trade. The third will be an available working foreman or journeyman (who must be approved by the Port) who will rotate from among the other trades covered by this Agreement. To the extent that any required work at a given time is in a trade other than the three trades that have employees on-call or may be more expeditiously or efficiently performed by an employee or employees other than, or in addition to, the employees on-call, the employee or employees on-call may contact an otherwise qualified and available employee or employees to request that said employee or employees voluntarily report and perform the required work. Maintenance On-Call hours will be compensated at a minimum rate of \$1.25 per hour of On-Call status between July 1, 2011 and June 30, 2012; \$1.35 per hour of On-Call Status between July 1, 2012 and June 30, 2013; \$1.45 per hour of On-Call Status between July 1, 2013 and June 30, 2014; and \$1.55 per hour of On-Call status between July 1, 2014 and June 30, 2015. If the On-Call rate is increased by the Employer for employees not covered by this Agreement, it will be increased for employees under this Agreement.

Payment for Maintenance On-Call status ceases when an employee is called to work during On-Call status. When called to work, the employee shall receive not less than four (4) hours' pay at the applicable rate for the inconvenience of being called to work, regardless of the hours worked.

ARTICLE XX

BUSINESS REPRESENTATIVE ACCESS

Authorized Business Representatives will be granted access to the Employer's facilities where bargaining unit work is being performed, provided that they first make their presence known to Management and/or to Security. Such access shall be permitted in a manner as not to interfere with the functions of the Port.

ARTICLE XXI

SAFETY

The Employer shall furnish all safety protective devices needed to protect its employees and will exert every reasonable effort to provide and maintain safe and healthful working conditions. The Unions will encourage their members to work in a safe manner.

ARTICLE XXII

SAVINGS CLAUSE

Section A. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Section B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Unions for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXIII

LABOR/MANAGEMENT

The parties recognize it is in their best interest to develop and maintain a good on-going working relationship that promotes further development of trust, communication and cooperation. Therefore the parties agree to establish a Labor/Management Committee for the purpose of developing a cooperative problem-solving forum on issues of common concern. It is understood and agreed that the Labor/Management Committee has no authority to amend or negotiate the Labor Agreement. The Union will appoint the labor delegates to the Labor/Management committee.

ARTICLE XXIV

INCORPORATION

This Agreement incorporates by reference solely the wage schedules, premium pays, classifications, health, safety & sanitation, drug and alcohol, composite crew, tools, and jurisdictional disputes provisions of the Master Agreements between the signatory local union and its counterpart Employer Association.

SCHEDULE A

THE PORT OF VANCOUVER

MARINE TERMINAL WAGE SCALE

Attached are the wage and fringe benefit schedules of each Union, as of July 1, 2011. Modifications of these schedules shall be supplied in a timely manner to the Port of Vancouver Director by each participating Union and shall be incorporated into this agreement.



LABORERS' INTERNATIONAL UNION, LOCAL 335

2212 N.E. Andresen Rd. • Vancouver, WA 98661 • Phone (360) 695-3318 • Fax (360) 699-6142

	Southwest Washington Wage and Fringe Rates						
	Effective June 1, 2010						
Group		Zone A	Zone B	Zone C	Zone D	Zone E	
(Group 1 -	General La	borers)					
1		\$27.51	\$28.16	\$28.66	\$29.21	\$30.26	
2		\$28.11	\$28.76	\$29.26	\$29.81	\$30.86	
3		\$28.55	\$29.20	\$29.70	\$30.25	\$31.30	
4		<u>\$28.93</u>	\$29.58	\$30.08	\$30.63	\$31.68	
5	Flagging	\$25.01	\$25.66	\$26.16	\$26.71	\$27.76	
6	Fence	\$22.59	\$23.24	\$23.74	\$24.29	\$25.34	
7	Landscape	\$19.39	\$20.04	\$20.54	\$21.09	\$22.14	
	South	west Washin	gton Appr	enticeship	Rates		
(Percentage computed on		.,		•	- A		
		Zone A	Zone B	Zone C	Zone D	Zone E	
0-1000 hrs 60%		\$16.51	\$16.90	\$17.20	\$17.53	\$18.16	
1001-2000 hrs 70%		\$19.26	\$19.71	\$20.06	\$20.45	\$21.18	
2001-3000 hrs 80%		\$22.01	\$22.53	\$22.93	\$23.37	\$24.21	
3001-4000 hrs 90%		\$24.76	\$25.34	\$25.79	\$26.29	\$27.23	
The following fringe ben	ofit contribut	ion rates are e	effective as o	of June 1 20	10		
The following minge ben	CIL COLLUDA	dorrates are c	Moonvo do C	7 outle 1, 20	10		
Fringe Be	nefit Rates	<u>::</u>					
Employer Paid		Health & We	elfare:			\$5.00	
		Pension:				\$3.70	
		Const. Ind. I	Drug-Free \	Nork Place	Policy:	\$0.10 *	
		Training:				\$0.45	
1		PWLE: Prevai	ling Wage Law E	nforcement		\$0.02 *	
		CAF: Contract				\$0.03 *	
		LECET: Labore				\$0.05 *	
		Total Empl		e Benefits		\$9.35	
Deduction	<u>ıs:</u> (from ne	et pay after ta				**	
Employee Paid		Credit Union	n (Vacation):		\$1.00	
		WA Fair Co	ntracting Fo	oundation:		\$0.03	
		Union Dues				\$0.80	
*Contract Admin fees ≃.20 total		Total Empl	oyee Dedu	ctions		\$1.83	



INTERNATIONAL UNION OF OPERATING ENGINEERS/LOCAL 701

555 E. FIRST STREET • GLADSTONE, OREGON 97027 • TELEPHONE (503) 650-7701

FAX (503) 650-7715 • DISPATCH (503) 650-7721

Affilliated with AFL-CIO

MARK HOLLIDAY

Business Manager and Financial Secretary

January 1, 2011

TO ALL SIGNATORY CONTRACTORS TO THE LOCAL 701 MASTER LABOR AGREEMENT:

There is a monetary increase to be implemented in the Associated General Contractors, Oregon - Columbia Chapter / I.U.O.E. Local 701 Master Labor Agreement, effective January 1, 2011.

WAGES:	Group	Zone I	Zone II (3.00)	Zone III (6.00)
	1	37.27	40.27	43.27
	1A	39.13	42.13	45.13
	1B	41.00	44.00	47.00
	2	35.64	38.64	41.64
	3	34.65	37.65	40.65
	4	33.71	36.71	39.71
	5	32.60	35.60	38.60
	6	29.61	32.61	35.61

FRINGES:

Health & Welfare	\$7.70
Pension:	
Defined Benefit	\$3.05
Defined Contribution	\$1.00
Training	\$0.60
CAF	\$0.03
CIP	\$0.03

DEDUCTIONS:

Vacation Savings Plan - deduct \$1.25 per compensable hour

Union Dues - deduct 2% of gross wage

Construction Industry Promotion (CIP) - deduct \$0.03 per compensable hour

Union Programs Fund (UPF) - deduct \$0.05 per compensable hour

Sincerely,

Mark Holliday Business Manager I.U.O.E. Local 701

WAGE AND FRINGE BENEFITS LOCAL UNION 48 - IBEW Inside Agreement

July 1, 2011 thru December 31, 2011

WAGES:

\$ \$ \$ \$	36.05 39.66 43.26 39.66
\$	14.42
\$	16.22
\$	18.03
\$	21.63
\$	25.24
\$	30.64
	\$\$\$ \$\$\$\$\$

RINGES: (per work hour unless other	wise	noted)			
PENSIONS	DI	STRICT 9	ED	ISON	
			7/	1/2011	
Journeyman	\$	3.15	\$	3.40	
Foreman	\$	3.43	\$	3.65	
General Foreman	\$	3.69	\$	3.90	
Welder	\$	3.15	\$	3.40	
¹ 6th Period - 85%	\$ \$	2.68	\$	2.89	
1 5th Period - 70%	\$	2.21	\$	2.38	
¹ 4th Period - 60%	\$	1.89	\$	2.04	
¹ 3rd Period - 50%	\$	1.58	\$	1.70	
¹ 2nd Period	-	EXEMPT		EMPT	
¹ 1st Period	E	EXEMPT	EX	EMPT	
NEBF		3%	x gros	s payroll	
Health & Welfare	\$	7.95			
Flex Plan	\$	1.20			
Apprenticeship & Train	ing				
Journeyman, Foreman, General Foreman, Welder	\$	0.60			
All apprentice classifications					
т. т. т.	\$	1.00			
BLMCC	\$	0.20			
Vacation Deduct		4%	x gros	s payroll	
² Union Dues Deduct		3.5%	x gros	s payroll	
3 PAC <u>Deduct</u>	\$	0.10	-	•	
Administrative Fund		0.50%	v area	c payed!	
Fotal NECA Dues				s payroll	a. o
rotal NECA Dues		1.35%	(Adi	nin-Fund-150% 1-NE	ch .05 9

1 Ediso	on Pension and 9th District Pension contributions for apprentices are equal to their % of Journeymen rate.
1st a	nd 2 nd Period apprentices are exempt.

² 1st and 2nd Period apprentices are exempt from Union Dues deductions

Anniversary date: December 31, 2012

³ PAC Deduct is deducted from all classifications under this agreement including all apprentices.

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS 25120 PACIFIC HIGHWAY SOUTH, SUITE 200 KENT. WASHINGTON 98032

OREGON & SW WASHINGTON SCHEDULE "A"

Counties covered by this agreement: Entire State of Oregon and for Washington State: Cowlitz, Clark, Skamania Klickitat, Wahkiakum and 1/2 Pacific

EFFECTIVE: July 1, 2010 - May 31, 2011

Carpenters	WAGE	3.85% Dues Deduction	Vacation Deduction		FOREMAN WAGE	3.85% Dues Deduction		
Group 1 *Group 2	\$32.03 \$32.18	\$1.23 \$1.23	\$1.50 \$1.50	**Foreman B ***Foreman A	34.59 35.23	\$1.23 \$1.23	\$1.50 \$1.50	
FRINGE BENEFITS: Health & Security Retirement Apprenticeship Fund		. \$6.56			CCA			

APPRENTICE WAGES

Carpenters Wage Vacation Dues \$1.50 1st Period 50% \$16.02 \$0.62 \$18.58 \$0.72 \$1.50 2nd Period 58% 3rd Period 64% \$20.50 \$0.79 \$1.50 4th Period 70% \$22.42 \$0.86 \$1.50 5th Period 76% \$1.50 \$24.34 \$0.94 \$1.50 6th Period 82% \$26.26 \$1.01 \$1.50 \$1.09 7th Period 88% \$28.19 \$1.50 8th Period 94% \$30.11 \$1.16

Welder rates = \$.75 added to taxable

Note: 1) Overtime is paid on Wage then taxable deductions (Dues and Vacation) are deducted.

- Training Contributions are based on 1.42% of the Group I Journeyman Carpenter gross wages of the current Master Labor Agreement plus \$0.12.
- 3) Fringe Benefits are to be paid on all hours worked (with the exception of Pension for 1st and 2nd term apprentices Article 27) in addition to the wage rate
- 4) Apprentices in the 1st & 2nd terms, when working on any State or Federal Prevailing Wage Projects, shall have an additional amount equal to Journeyman Pension Contribution (notwithstanding the provisions of Article 27, Special notes, Paragraph 1 of the Master Labor Agreement) paid directly to the Apprentice, as an addition to their wage.
- 5) On Davis-Bacon work in Lewis County, which is within the jurisdiction of the Piledrivers Local 2416, the total predetermined package may be reallocated between wages and fringes to reflect the fringes of the area in which the worker's Trust is located, understanding it is not the intent to increase contractors' costs.

Contractors signatory to GCCA Agreements pay only CMF @ \$0.02 Drug Free Workplace @ \$0.10 per hour as per Article 7.5

^{*}For Groups refer to Classification, following Article 29.

^{**}Foreman B rates=8% over wage ***Foreman A (qualified Foremen who have completed specified training) rates=10% over wage



John D. Bodine, Sr. Business Manager Shawn Broadrick Financial Secretary-Treasurer James E. Tucker President-Organizer

e-50.

FROM:

John D. Bodine, Sr., Business Manager

DATE:

SENT VIA FAX

RE:

Wage and Benefit Package

As per your request, please find the breakdown of wages and benefits for the state of **Washington:**

Wage Rate	4/1/10	4/1/11*	4/1/12**	4/1/12**
Washington (D-1)	\$32.75	\$33.50	\$33.73	\$34.51
Washington (D-21)	\$29.25	\$29.98	\$30.13	\$30.88

*1st year wage rates will remain the same rate the 2nd year unless Local 669 industry hours meet or exceed 1,200,000 hours for 3 consecutive months at any time in the second year, then the second year wage rates shall apply.

3rd year wages without 2nd year trigger **OR 3rd year wages with 2nd year trigger

Foreman's Rate:

\$2.75 above journeyman scale

General Foreman:

\$5.00 above journeyman scale (22+ men on job)

Local Union 669 has a 5% dues check-off; 2 1/2% for Apprentices Class 1-4

Benefit Package

Health & Welfare 4/1/10 \$7.60 per hour for all hrs. worked
Health & Welfare 1/1/11 \$8.10 per hour for all hrs. worked
Health & Welfare 1/1/12 To be determined^
Health & Welfare 1/1/13 To be determined^
Pension 4/1/10 \$5.20 per hour for all hrs. worked
Pension 1/1/12 \$5.35 per hour for all hrs. worked
Pension 1/1/13 \$5.50 per hour for all hrs. worked
Feduration 4/1/10 \$5.50 per hour for all hrs. worked

Education 4/1/10 \$.40 per hour for all hrs. worked [inc. 10¢ ITF] Education 4/1/11 \$.45 per hour for all hrs. worked [inc. 10¢ ITF]

Industry Promotion 4/1/10 \$.25 per hour for all hrs. worked

Supplemental Pension: WA (D-1) 4/1/10-\$5.00; 1/1/11-\$4.50; 1/1/12-TBD^; 1/1/13-TBD^ WA (D-21) 4/1/10-\$5.00; 1/1/11-\$4.50; 1/1/12-TBD^; 1/1/13-TBD^

Article 11 – Travel Expenses

0 – 60 miles No expenses 60 – 80 miles \$15.00 per day 80 –100 miles \$25.00 per day 100+ miles \$75.00 per day eff. 4/1/10

If you have any additional questions, please feel free to contact District 1, Business Agent Brian Dunn at (360) 566-0282; District 21, Business Agent Mitch Smith at (509) 443-7070 or this office.

JDB:jlpb

cc: Brian Dunn or Mitch Smith, Business Agents, Local Union 669

Road Sprinkler Fitters Local Union No. 669

7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046 (410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org



UNITED ASSOCIATION

of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada UA Local 290 20210 SW Teton Avenue Tualatin, OR 97062 (503)691-5700 William P. Hite General Provident

Patrick R. Perno General Secretary Treasurer

Stephen F. Keliy Assumit General President

Founded 1889

UA Local Union:

290

Letters should be confined to one subject

Subject:

REVISED - DATE CHANGE

Below is the economic package effective APRIL 1, 2011 through MARCH 31, 2012 for

All Building Trades Journeymen and Apprentices performing

COMMERCIAL & INDUSTRIAL work

•		100												
BT Apprentice	BASE WAGE	Local Pens	Nation Pens	H&W	Pref Retire H&W	Train Trust	PMCA	Schola rship	Educ Reim	Total Hourly Benefits	TOTAL PKG	Dues I	Dues II	Vaca tion
1st 6 mo 40%	14.68	.00	.00	8.58	1.57	1.05	.20	.07	.16	11.63	26.31	.29	.00	.00
2nd 6 mo 50%	18.35	.00	.00	8.58	1.57	1.05	.20	.07	.16	11.63	29.98	.37	.00	.00
3rd 6 mo 55%	20.18	4.00	.77	8.58	1.57	1.05	.20	.07	.16	16.40	36.58	.40	.00	.50
4th 6 mo 60%	22.01	4.40	.84	8.58	1.57	1.05	.20	.07	.16	16.87	38.88	.44	.00	.50
5th 6 mo 65%	23.85	4.80	.91	8.58	1.57	1.05	.20	.07	.16	17.34	41.19	.48	.00	1.00
6th 6 mo 70%	25.68	5.20	1.00	8.58	1.57	1.05	.20	.07	.16	17.83	43.51	.51	.00	1.00
7th 6 mo 75%	27.52	5.60	1.07	8.58	1.57	1.05	.20	.07	.16	18.30	45.82	.55	.00	1.50
8th 6 mo 80%	29.35	6.00	1.14	8.58	1.57	1.05	.20	.07	.16	18.77	48.12	.59	.00	1.50
9th 6 mo 85%	31.19	6.40	1.21	8.58	1.57	1.05	.20	.07	.16	19.24	50.43	.62	.00	2.00
10th 6 mo 90%	33.02	6.80	1.30	8.58	1.57	1.05	.20	.07	.16	19.73	52.75	.66	.00	2.00
														لـــــا
JOURNEYMAN 100%	36.69	8.00	1.51	8.58	1.57	1.05	.20	.07	.16	21.14	57.83	.73	.90	2.65
Foreman 10%	42.47	8.00	1.51	8.58	1.57	1.05	.20	.07	.16	21.14	63.61	.73	.90	2.65
Gen Foreman 20%	48.26	8.00	1.51	8.58	1.57	1.05	.20	.07	.16	21.14	69.40	.73	.90	2.65
Sr Gen Foreman 30%	54.04	8.00	1.51	8.58	1.57	1.05	.20	.07	.16	21.14	75.18	.73	.90	2.65

Swing/

WAGE PREMIUMS	BASE WAGE	@ 1 1/2	@ Double
1st 6 mo 40%	14.68	22.02	29.36
2nd 6 mo 50%	18.35	27.53	36.70
3rd 6 mo 55%	20.18	30.27	40.36
4th 6 mo 60%	22.01	33.02	44.02
5th 6 mo 65%	23.85	35.78	47.70
6th 6 mo 70%	25.68	38.52	51.36
7th 6 mo · 75%	27.52	41.28	55.04
8th 6 mo 80%	29.35	44.03	58.70
9th 6 mo 85%	31.19	46.79	62.38
10th 6 mo 90%	33.02	49.53	66.04
JOURNEYMAN 100%	36.69	55.04	73.38
Foreman 10%	42.47	63.71	84.94
Gen Foreman 20%	48.26	72.39	96.52
Sr Gen Foreman 30%	54.04	81.06	108.08

Grave	1 1/2	Double
16.15	24.23	32.30
20.19	30.29	40.38
22.20	33.30	44.40
24.21	36.32	48.42
26.24	39.36	52.48
28.25	42.38	56.50
30.27	45.41	60.54
32.29	48.44	64.58
34.31	51.47	68.62
36.32	54.48	72.64
40.36	60.54	80.72
46.72	70.08	93.44
53.09	79.64	106.18

89.16 118.88

@

PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION

Fraternally yours,

UNITED ASSOCIATION LOCAL 290

FRANK WALL
Executive Director - P.M.C.A.

3-14

59.44

JOHN M ENDICOTT

Business Manager - Financial Sec/Treasurer

ARTICLE XXV

EFFECTIVE DATE AND DURATION

This Agreement shall be in full force and effect for a period of four (4) years from July 1, 2011 through June 30, 2015. It shall continue thereafter in effect, from year to year thereafter unless sixty (60) days' written notice of termination is given by either party in advance of any anniversary.

In witness whereof, the parties hereto have executed this Agreement this 26 day of September, 2011. PORT OF WANCOUVER PORT OF VANCOUVER TRADE COUNCIL Executive Director L.I.U.N.A. Local #355 APPROVED AS TO FORM PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS Counsel for Port of Vancouver IBEW, LOCAL 48 By: 669, SPRINKLERFITTERS John Bodine INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701 Secretary PVTC

PLUMBERS AND STEAMFITTERS UNION, LOCAL 290

By: LCkust

LETTER OF UNDERSTANDING

So long as the ILWU is certified as the sole representative of the mechanics, the term 'longshore personnel" in Article II, Section A, shall include such mechanics..

PORT OF VANCOUVER TRADE COUNCIL

Procident DVTC

Date: 9-26-2011

PORT OF VANCOUVER

Executive Director

Date: / v/3/11