MEMORANDUM OF UNDERSTANDING

July 1, 2019

Master Labor Agreement
Between
Oregon-Columbia Chapter
The Associated General Contractors of America, Inc.
And
Operative Plasters and Cement Masons
International Locals 555 and
Bricklayers Allied Craftworkers,
International Union
Local 1 (Cement Masons Only)

Washington Sick Leave in the Construction Industry

The Operative Plasters and Cement Masons International Locals 555 and Bricklayers Allied Craftworkers, International Union Local 1 (Union) and the Oregon-Columbia Chapter of the Associated General Contractors of America (AGC) wish to clarify the application of the Washington State Sick Leave law to the terms of the Master Labor Agreement (MLA) between the parties and to the terms of policies maintained by the signatory Employer.

The parties acknowledge:

1. Washington mandates that Employers provide paid sick leave to Employees, as codified at RCW 49.46.

2. Laws of 2019, ch. 236, §4, recognizes the need for flexibility and portability of benefits for construction industry employees.

3. Effective July 28, 2019, Washington law provides an exception for construction workers covered by a collective bargaining agreement, provided the collective bargaining agreement provides benefits equivalent to Washington’s Paid Sick Leave, except the payment of leave at the normal hourly compensation may occur before usage.

The parties agree:

1. The Union is an approved referral union program authorized under RCW 50.20.010 and in compliance with WAC 192-210-110.
2. This MOU to the MLA establishes equivalent sick leave provisions, as required by Washington’s Paid Sick Leave Law, RCW 49.46.200 through 49.46.830, including:

   a. Each Employee will receive one hour of time off for authorized sick leave uses for every 40 hours worked;

   b. Authorized sick leave use includes time off:
      i. for an employee’s mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventative medical care;
      ii. for care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care;
      iii. for closure of the employee’s place of business or child’s school or place of care by order of a public official for any health-related reasons; or
      iv. for certain reasons related to domestic violence, sexual assault or stalking as defined by law.

   c. Employees may use time off for authorized sick leave uses in the smallest increment of time tracked by the Employer’s payroll system;

   d. Payments for accrued leave will be paid into each Employee’s Vacation fund (Article 16 of the MLA) in an amount that meets or exceeds the employee’s normal hourly compensation;

   e. At least 40 hours of accrued but unused protected sick leave to carry over annually;

   f. The Employer may request verification of an Employee’s need for sick leave only for absences exceeding three days or as otherwise permitted by law. Verification must not result in an unreasonable burden or expense to the Employee;

   g. The Employer may require 10 days’ notice, or as much notice as is practicable, in advance of the use of paid sick leave where the leave is foreseeable, or in the case of unforeseeable leave, as soon as possible before the required start of the employee’s shift, unless it is not practicable to do so;

   h. The employer will restore benefits as required by law to employees if they are terminated and rehired within 12 months of separation; and

   i. The employer will not retaliate for any Employee’s lawful use of sick leave or any other rights provided under the Minimum Wage Requirements and Labor Standards Act.

3. The MLA between the parties requires Employers to make fringe benefit contributions to the Vacation fund in amounts of 1/40 the employee’s normal hourly compensation or greater for each hour worked. Employees may use those funds for any purpose, including purposes covered by the State of Washington Paid Sick Leave Law. If Employees use leave for an authorized use during a period when the Employee’s normal hourly compensation would be higher than the rate the Employer contributed to the Vacation fund, the Employer will pay the difference to ensure the Employee received his/her normal hourly compensation for the period of time during which the employee used sick leave.

4. No Employee covered by the contract will be discriminated against for using or attempting to use or exercising rights under this MOU.
5. The benefits provided for in the contract between AGC and Union provide benefits that exceed or are equivalent to Washington’s Paid Sick Leave, except the payment of leave at the normal hourly compensation may occur before usage.

6. To the extent allowed by law, this addendum and other provisions of the MLA constitute an express waiver of the provisions in 49.46.200 through 49.46.830 in clear and unambiguous terms. Should this addendum be found to not meet the construction exemption of RCW 49.46 by direction, decree, or order from an arbitrator, Washington’s Department of Labor and Industry, or a court of competent jurisdiction, the parties agree to meet without delay and negotiate changes to this addendum and, if necessary the MLA, to qualify for the construction exemption of RCW 49.46 within thirty (30) days unless mutually extended. The remaining parts or provisions of this addendum and the MLA shall remain in full force and effect.

Date: 9/11/19
Greg Whitaker, UCG Bargaining Chair
Associated General Contractors of America
Oregon-Columbia Chapter

Date: 9/16/19
Geoff Kossak, Business Manager
International Cement Masons Local 555

Date: 9/16/19
Matt Eleazer, Business Manager
International Bricklayers, Local 1