

## OR Laborers Language Changes Summary 2021-2024

Language changes and additions are included in BOLD and underlined font for this MLA. Please familiarize yourself with these updates to working rules and pay.

**4.2b Deconstruction is defined as including, but not limited to, the following: The demolition and salvaging of building materials by hand to be recycled, reused, and/or removal of all equipment and materials to be reused. This also includes hybrid demolition defined as the use of traditional demolition equipment and methods to take building structures apart by panel method (chunks) then converted to another location.**

**4.2c Asbestos, Lead, Mold and Toxic wages: This agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, lead, mold and/or toxic waste.**

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7.1a A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any job-site work to a subcontractor or employer who is not signatory to this Labor Agreement except as provided below. The Employer or joint venture shall be held responsible for the payment of Wages, Travel Pay, Pension, Health and Welfare, Dues Deduction, Training, and **Union Contractor Group** incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions, except as provided below.

9.1b The Employer and the Union recognize that they are required by law not to discriminate against any person with regards to employment or Union membership because of age, race, religion, color, sex, national origin, **gender identity, sexual orientation**, or ancestry and hereby declare their acceptance and support of such laws...

9.4a Key Workers. Any Joint Venture shall have the rights of any of its component individual Employers, and any reorganized company shall retain the privileges of its former position under this Section. The individual Employer shall have the right to request key workers on specialty crews (such as tunnel, fencing, guard rail, paving, concrete laborer, **flagging, demolition, pipelaying**) and other workers represented by this Agreement by name who have been previously employed by said Employer...

9.4e In addition, by mutual consent of the Employer and the Local Union representative, the Employer shall have the right to select a limited number (up to three) of Laborers from any work list (**including the apprentice list**) per calendar year and stated as a result of a pre-job conference...

9.5 ..." B" List. Shall consist of all Laborers who have previously qualified for "C" list status under the terms of this agreement, and who have worked at least **750 hours (effective June 1, 2021)** under the terms of construction agreements of the Oregon and Southern Idaho District Council of Laborers.

9.5 cont., "Apprentice" List. **The parties agree that the employment of apprentices is necessary for the growth of the industry and will work together to increase the usage of the apprenticeship program. With this goal in mind, employers may hire apprentice in a 1:1 ratio.**

**The apprentice list shall consist of individuals who are seeking employment, are physically fit, are registered with and have been qualified by the JATC and are signatory to a training agreement with the JATC. Such individuals shall register at the Training Office with the Oregon and Southern Idaho Laborers-Employers Training Trust.**

**The JATC subcommittee shall determine the number of individuals accepted into the new entrant training program upon recommendation of the JATC Board.**

9.7a Upon the request of an Employer for employees, the Union shall refer qualified Laborers, based on job skills and job requirements, to that Employer in sufficient number required by the Employer in the manner and under the conditions specified below:

- 1) **"A" List in successive order.**
- 2) **"B" List in successive order.**
- 3) **"C" List in successive order.**
- 4) **"Apprentice" List in successive order at any time per contractor request.**

Article 10. LUNCH PERIOD: A regular lunch period of not less than one half (0.5) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, they shall be paid a half (0.5) hour at the applicable overtime rate and in addition given no less than thirty minutes to eat their lunch. If the employee is not given a minimum of thirty minutes to eat, they shall then receive an additional one half (0.5) hour at the applicable overtime rate. **Employees will be given a lunch period after each work period of not more than five (5) hours. Employees requested and/or notified of working twelve (12) hour shifts will be required to bring a second meal and be given adequate paid time to eat such meal.**

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ARTICLE 13  
HOLIDAYS

HOLIDAYS shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Fourth of July	Christmas Day
Labor Day	

Should any of these Holidays fall on Sunday, the following Monday shall be considered a legal holiday. If a Holiday falls on a Saturday, the previous Friday shall be considered as a **legal** Holiday. **It is further understood that work performed on Holidays recognized on Friday will be paid at**

**double time (2x) rate and if work is performed on Saturday, the actual holiday, double time (2x) rate will be applicable as well.**

**No work will be performed on Labor Day, except: (a) to protect life and property; (b) for an emergency callout, as determined by the customer; (c) by mutual agreement of the Union and the Employer.**

14.1 **Schedule:** Payday shall be once a week. Employees shall be paid on the job at a mutually convenient location. **Employees shall be paid in full once each week (on the same day), but in no event shall more than one (1) weeks (Saturday, Sunday and Holidays excluded) wages be withheld. If the regular payday falls on a Holiday, the employees shall be paid on the last regular workday before the holiday.**

**14.2 Methods of Pay: At the election of the Employer one of the following options of payment will be utilized:**

**a. Direct Deposit in employee's bank account. (In the case of direct deposit to an employee's bank account, the employer's bank statement Electronic Fund Transfer (EFT) effective date shall serve as the cutoff for any penalty.)**

**b. By mail. In case of payment by mail, the USPS postmark or metered date on the envelope will serve as the cutoff for any penalty.**

**c. By negotiable check paid at the job site/location at the election of the Employer.**

**d. Pay Cards. Employers may, with written authorization, authorize the employer to provide payment of wages by VISA card. Pay cards must allow employee one (1) withdrawal per pay period at banks who honor VISA with no fee or charge.**

**14.3 Documentation:** Employees discharged or terminated shall be paid by check, **direct deposit, or** cash with a written check stub or statement to include hours, deductions and hourly rates of pay immediately on such discharge or termination. If required by the Employer to go to some other point or to the office of the Employer to pick up termination check the employees shall be paid for the time required to go to such places, at the regular straight time rate of wages. **In addition, the name, address and a phone number of the Employer shall be included.**

**14.4 Time Frame: At the time of lay-off or termination, all hours worked up to and through the normal work shift shall be paid in accordance with state law. If it becomes necessary for the Employee to return at a later date for such payment, such Employee shall be entitled to the regular wages due to them for each day until paid. Otherwise, if payment is provided per the "Methods of Pay" as outlined above, within twenty-four (24) hours after such layoff or discharge, it shall be deemed in compliance with this section.**

**If an employee is laid-off or terminated outside normal office hours, payment shall be processed the next business day (Saturdays, Sundays and Holidays excluded).**

**14.5 Penalty:** If the Employer does not comply with the above procedure as to payment for **payday, discharge, or termination,** the employee shall be paid for eight (8) hours additional pay at **their appropriate** straight time rate for each day (Saturdays, Sundays and Holidays excluded) until paid. **In the event that there is discrepancy or miscalculation of hours and/or hourly wage, the corrections will be made no later than the following week's payroll.** When employees quit of their own accord, they shall receive the pay due them no later than the next regular payday. **However, if the employee has failed to provide their employer with current information on their**

**method of payment, the Employer shall not incur a penalty until the employee has updated their information.**

**14.6 Adjustments:** Payments will be assumed to be correct and there shall be no adjustments made unless the employee or the Union file a protest within fifteen (15) days after receiving **payment.**

**14.7 Discharge for Cause or Quit: Employees who are discharged for cause or quit shall be paid not later than the next regular pay period.**

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16.1 If there are more than thirty (30) minutes consumed from work site to pick-up points, the employee shall be paid for the full amount of time spent in travel from work site to pick-up point at their regular rate. **Zone pay will apply from the established dispatch point to the pick-up point.**

**17.8 The employee is responsible for, understands, and agrees to comply with the Employer's policy on the use and replacement of Employer provided safety glasses and gloves.**

**17.9 Isolated workers will be contacted periodically by a supervisor or other employee (of any craft or management representative.)**

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ARTICLE 20  
TRAINING **AND APPRENTICESHIP**

**20.8b A contractor shall employ at least one (1) apprentice on any job site on which five (5) or more journey workers are employed and at least the equivalent of one (1) apprentice for every five (5) journey workers. The Joint Apprenticeship and Training Committee (JATC) shall permit enrollment sufficient to satisfy this minimum ratio.**

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**ARTICLE 25**  
**FOREMAN**

**25.1 Foreman Premium:** When one of the Laborers is designated to act as foreman, they shall receive **two dollars and twenty-five cents (\$2.25) per hour** above the highest classification supervised. The contractor shall have the right to determine in their sole discretion the need for and the number of Laborer Foremen or Traffic Control Supervisors.

It being further understood that all crews that are made up of a majority of Laborers shall be supervised by a Laborer Foreman.

When a Powder Man is designated to act as foreman, they shall receive two dollars and twenty-five cents (\$2.25) per hour above their Group Rate.

**25.2 General Foreman: When one of the Laborers has been designated to supervise two or more foremen, they shall be designated to act as General Foreman and shall receive ten percent (10%) per hour above the highest classification supervised.**

**25.3 Promotional Opportunity: To promote progression, it shall not be a violation of this agreement to mutually agree that a supervisory position (executives, superintendents, assistant superintendents, foremen, general foremen etc.) be promoted from within the Laborers'.**

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31.4 The decision or decisions of the arbiter shall be announced, in writing to the parties within **thirty (30) days** following the hearing of the arbitration and shall be final and binding on both parties.

**FRINGE BENEFITS – Employer paid fringe benefit amounts will be updated annually as determined by the terms of this Agreement. Amounts shown below are effective June 1, 2021-May 31, 2022.**

**PENSION** – (See Article 19)

#### **Premiums**

- Defined Benefit - June 1, 2021 – May 31, 2022 - \$6.60 – per compensable hour
- **Defined Contribution – June 1, 2021 – May 31, 2022 - \$0.25 per compensable hour**
- When a Group 2 Powder Man or Group 2 Tunnel Powder Man, is designated to act as foreman, they shall receive two dollars and twenty-five cents (\$2.25) per hour above their Group Rate.
- Any Laborer working in Live Sewers shall receive **forty dollars (\$40) per day** in addition to their regular pay.

#### **Narrative and Summary**

**Zone E is now \$4.00**