

**2019 – 2022**

**CEMENT MASONS**

**MASTER LABOR AGREEMENT**

Between

Oregon-Columbia Chapter  
The Associated General Contractors of America, Inc.

And

Operative Plasterers and Cement Masons International Local 555

And

Bricklayers Allied Craftworkers International Union  
Local 1 (Cement Masons Only)



**CEMENT MASON  
2019 - 2022 MLA  
INDEX**

ARTICLE 1 DEFINITIONS .....	1
ARTICLE 2 PURPOSES OF THIS AGREEMENT.....	2
ARTICLE 3 TERRITORY .....	3
ARTICLE 4 WORK AFFECTED .....	3
ARTICLE 5 SUBCONTRACTORS AND OTHER EMPLOYERS .....	3
ARTICLE 6 JURISDICTION.....	4
ARTICLE 7 EFFECTIVE DATE-DURATION MODIFICATION.....	4
ARTICLE 8 HIRING.....	5
ARTICLE 9 MUTUAL RECOGNITION AND UNION MEMBERSHIP .....	7
ARTICLE 10 SHIFTS - HOURS OF WORK - OVERTIME.....	7
ARTICLE 11 WORKING CONDITIONS .....	10
ARTICLE 12 CLASSIFICATION -WAGE SCALES-TRAVEL.....	11
ARTICLE 13 PENSION.....	12
ARTICLE 14 HEALTH AND WELFARE .....	12
ARTICLE 15 APPRENTICESHIP AND TRAINING.....	13
ARTICLE 16 VACATION .....	14
ARTICLE 17 PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES ORS ORS279C.800 to 279C.870 .....	14
ARTICLE 18 UNION CONTRACTOR GROUP (UCG) .....	15
ARTICLE 19 REPORTING TIME, MINIMUM PAY AND STAND-BY PAY .....	15
ARTICLE 20 GOVERNMENT REQUIREMENTS.....	15
ARTICLE 21 SPECIAL JOB AGREEMENTS .....	16
ARTICLE 22 JURISDICTIONAL DISPUTES .....	16
ARTICLE 23 SETTLEMENT OF NON-JURISDICTIONAL DISPUTES, STRIKES & LOCKOUTS.....	17
ARTICLE 24 UNION ADMISSION TO JOB AND JOB STEWARDS .....	18
ARTICLE 25 NON-RECURRING WORK.....	19
ARTICLE 26 SAVING CLAUSE .....	19
ARTICLE 27 DUES CHECK-OFF .....	19

ARTICLE 28 GUARANTEE OF AUTHORITY .....	20
ARTICLE 29 AUTHORIZATION .....	20
EXHIBIT "A" Building Construction Work AND Heavy & Highway Construction Work.....	22
SCHEDULE C Union/Association Signatories to the 2019 - 2022 .....	29
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN ASSOCIATED GENERAL CONTRACTORS AND CEMENT MASONS LOCAL NO. 555 CEMENT MASONS - EMPLOYERS PENSION PLAN .....	30
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN ASSOCIATED GENERAL CONTRACTORS AND CEMENT MASONS LOCAL NO. 555 CEMENT MASONS - EMPLOYERS PENSION PLAN .....	32

**THIS AGREEMENT**, made and entered into as of the **1st day of July, 2019** for the period **July 1, 2019 to May 31, 2022** by and between certain members of the Oregon Columbia Chapter of the Associated General Contractors of America (AGC), whose names are set forth in Schedule "B", and referred to as the "Employer" or "Contractor", and

Operative Plasterers and Cement Masons International Association (O.P. and C.M.I.A.) and the Bricklayers and Allied Craftworkers International Union (B.A.C.I.U.), for themselves and on behalf of the local unions whose names are set forth in Schedule "C" or any supplement thereto and hereinafter referred to as the "Union."

For purposes of this Agreement, the AGC is not acting as a multi-employer bargaining agent in a single multi-employer unit but is acting for and on behalf of the Employers who have individually requested the AGC to act as their individual and separate bargaining agent in individual Employer units.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

## **ARTICLE 1 DEFINITIONS**

**A. Association:** The term "Association" as used herein shall mean the Oregon-Columbia Chapter, The Associated General Contractors of America.

**B. Employer:** The term "Employer" or "Employers" as used herein shall mean any individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement.

**C. Union:** The term "Union" as used herein shall mean the Operative Plasterers and Cement Masons International Association (O.P. and C.M.I.A.) and the Bricklayers Allied Craftworkers International Union (B.A.C.I.U.).

**D. Employee:** The term "Employee" as used herein shall mean any person without regard to age, race, creed, color, religion, sex, or national origin whose work for an employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union.

**E. Cement Mason Helper:** In the collective spirit of acquiring, recruiting, and evaluating future qualified applicants in the Cement Mason trade, the "Cement Mason Helper" classification shall be introduced. In addition to any and all rules in the Master Labor Agreement, the following working rules shall apply to the Helper. Any exception or conflict to said rule(s) shall be immediately addressed and mutually resolved by the Union and the Employer through the established processes.

a. Helpers may assist Journeyman and Apprentices in all aspects of Cement masonry and perform the following tasks individually: transportation of materials, jobsite stockpiling, material handling, and cleanup. Furthermore, they may use power tools and hand tools of the trade intermittently but only under the direct supervision of a

**Journeyman. Helper work shall not interfere, infringe, or replace any Apprentice or Journeyman work on the jobsite.**

**b. The ratio of Helpers to Journeyman level workers employed on any project shall not exceed 1:3. One Helper may be employed for every three, (3) Journeyman level workers employed.**

**c. Wages for Helpers shall be 55% of the Journeyman rate listed in the appropriate wage schedule. Benefit rates for Mason Helpers shall be 100% of the area benefits rates; except that no Health and Welfare contribution will be required on the first 250 hours of employment for each Helper and no Retirement contribution will be required for the first 500 hours of employment for each Helper. Helper may be considered for direct entry into the apprenticeship program upon successful completion of the first 500 hours, and the evaluation of work performance by the Union and the Employer. It is the responsibility of the Union to track Helper hours and inform the Employer when the hourly requirements have been met. No Helper shall begin any program of apprenticeship and suffer a reduction in wages from what was being earned as a Helper.**

**d. Helpers may be hired from alternate sources but shall be subject to the Union Security Clause and dispatch requirements. All Union dues requirements shall apply to a Helper upon being hired.**

**e. In the event a Helper is assigned to work on a prevailed wage project, they shall receive the journeyman level pay rate for the scope of work performed. The benefits and authorized deductions will be paid to the appropriate Masons Trusts. At no time shall a Helper displace an Apprentice or Journeyman on a prevailing wage project.**

## **ARTICLE 2 PURPOSES OF THIS AGREEMENT**

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, and to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

### **ARTICLE 3 TERRITORY**

**This Agreement shall cover the entire State of Oregon, Skamania and Clark counties in Washington, and Southern Idaho below the 46th parallel which is the extension of the Oregon-Washington state line eastward on the Oregon-Idaho state line on the west to the Idaho-Montana state line on the east.**

**NOTE:** It is mutually agreed that any Local Union whose headquarters are outside the territory described herein, but whose jurisdiction is within this territory, shall abide by and be governed by all the terms, conditions, and wage rates as contained in this Agreement, when working within this territory.

### **ARTICLE 4 WORK AFFECTED**

This Agreement shall govern all types of construction work coming within the jurisdiction of the Cement Masons, as recognized by the AFL-CIO Building and Construction Trades Department. This Agreement covers construction, modifications, additions, and repair work at all residential, heavy highway, utility, and building projects.

All warranty work that falls under the Cement Masons jurisdiction and done on the job site shall be done by the Cement Masons. It is further agreed the Cement Masons Union will allow in-plant non-working supervision on the site to aid in patching and color match.

### **ARTICLE 5 SUBCONTRACTORS AND OTHER EMPLOYERS**

**5.1 A.** 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, Vacation, Training, **Union Contractor Group (UCG)**, and Deductions for Dues, incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions, except as provided below.

**5.1 B.** 5.1.A shall not be operative when potential union subcontractors are not available. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of the District Council, the Employer, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs anywork on the project.

**5.1 C.** In order to comply with this Article, the Union shall make available an agreement for the duration of the project or subcontract cover only the subcontracted work.

5.2. In the event an Employer is unable to find qualified competitive union Minority Business Enterprises-Woman Business Enterprises (MBE-WBE) subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements, the Union and the Employer shall waive this Article provided the pre-job conference referred to in 5.1.B above is utilized.

5.3. If the general contractor solicits at least two (2) bids from signatory union subcontractors and subsequently receives bids that show a non-union subcontractor five percent (5%) or more, lower than the union subcontractor, the Employer and the Union shall waive this Article. Waiving of this Article shall be contingent upon the Union and the Employer reviewing the prices submitted before signing a non-signatory subcontract agreement.

5.4. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the job-site, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, it shall not perform any job-site work except that deliveries may be made by such vendor to job-site.

## **ARTICLE 6 JURISDICTION**

6.1. Craft jurisdiction is neither determined nor awarded by classifications and/or scope of work appearing in this Labor Agreement.

6.2. The work covered by this Agreement shall be as outlined in the Constitution and By-Laws of the Operative Plasterers and Cement Masons International Association and approved by the American Federation of Labor - Congress of Industrial Organizations (AFL-CIO), National Building Trades AFL-CIO Decisions of Record, Green Book decisions, agreements between International Unions, local awards and area practice.

## **ARTICLE 7 EFFECTIVE DATE-DURATION MODIFICATION**

7.1. When executed by the parties hereto, the terms and conditions of this Agreement, including any signed Addendum, shall become effective on **July 1, 2019** and shall remain in full force and effect through **May 31, 2022**. The "no-strike, no- lockout" provisions of this Agreement shall remain in full force and effect during the entire three, (3) year duration of this Agreement. The monetary considerations, i.e., wages, fringe benefits, etc., shall be as set forth in Schedule "A.1 and A.2" for rates to be effective the 1st day of **July 2019**.

7.2. Any party hereto desiring termination, modification or changes in this Agreement to take effect subsequent to **May 31, 2022**, or to take effect for any agreement year subsequent to **May 31, 2022**, shall serve written notice on the other party at interest on or before March 1st, prior to the end of each such agreement year, requesting negotiation.

If no such notice is given, this Agreement shall continue in full force and effect from year to year.

## **ARTICLE 8 HIRING**

**8.1.** In order to maintain employment and preserve workable labor relations as well as to ensure the orderly accomplishment of private and public work, the following conditions will be followed with respect to the hiring of workers.

**8.2.** There shall be no Unlawful Discrimination by the Employer or the Union with respect to the hiring, tenure or discharge of any worker and any requirements as to membership or non-membership in any Union shall be in accordance with the National Labor Relations Act as amended and the appropriate Executive Orders.

**8.3 A.** A. It is recognized within the Construction Industry that the Union is the source of workers needed to perform the work covered by this Agreement.

**8.3 B.** Whenever the Employer requests such workers, it shall notify the Local Union having jurisdiction of the project (as established and indicated on the attached map), advising of project location, starting time, the number and type of worker needed.

**8.3 C.** The Union will refer such qualified worker to the Employer in conformity with the Local Union's normal and established method of dispatching workers, provided however, that the Union will honor the Employer's request for named workers.

**8.3 D.** The Employer and the Union recognize that an Employer should not lose jobs because of Government requirements, which are in conflict with the hiring hall. Therefore, when a government contract or government agency requires a different hiring hall arrangement to meet federal or state requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall will be followed as closely as possible without being in conflict with the government requirements.

The Employer will notify the Union in advance of the commencement of the job of the government requirements, and upon request will provide the Union with a copy of pertinent provisions.

It is also further understood and agreed that this section is not intended to create jobs where none exist.

**8.3 E.** Should the Union fail to supply such workers, and/or those who may be required by law, within a period of twenty-four (24) hours (Saturdays, Sundays and holidays excluded) the Employer may hire from any available source. When the Contractor hires workers from sources other than the Union having jurisdiction over the work, the Union shall be given notice thereof one (1) to three (3) days from the date of such hiring which notice shall include the names, addresses and classifications of the workers hired.

Under those circumstances when the Employer uses a worker from another union to perform the work covered by this Agreement it is understood that:

**1.** The wage scale paid will be a rate not less than the proper scale under this Agreement.

**2.** The fringe benefits and travel reimbursement if any, earned by the worker shall be those provided by their own labor agreement and shall be paid to the trusts established by those agreements.



3. The use of another craft under these circumstances does not prejudice the jurisdictional claims of the Union.

4. The provisions of Article 9 (Mutual Recognition and Union Membership), paragraph 9.2, are not applicable if the worker hired is already a paid-up member of another craft.

5. Should qualified workers become available, the Union shall notify the Employer at least twenty-four (24) hours prior to the start of the shift to which the worker is expected to report.

#### **8.3 F.**

**1. Pre-Job Conference:** A pre-job conference shall be held whenever so requested by the Union or Employer to discuss the Employer's labor requirements, the type of work, duration of the project, and to arrange for the orderly placement of workers on the project. This pre-job conference shall be held in the locality of the job site or at some other mutually agreeable location.

**2. Composite Crew:** Employers may establish for a project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this agreement.

The aforementioned provision shall be arranged at a pre-job conference or subsequent meetings of the employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective five crafts and AGC.

**8.3 G.** The Cement Masons Foreman shall be a member of the Cement Masons Union, shall be a qualified Cement Mason Journeyman, and shall be in charge of all work falling within the jurisdiction of the Cement Masons. When three (3) or more Cement Masons per operation are on the job, one (1) must be a Foreman. A Foreman may cover several operations. If a Cement Mason refuses to follow instructions of his/her Foreman in performing such work which comes within the jurisdiction of the Union or leaves the job without permission of the Foreman, the employee shall be deemed to be terminated and shall be entitled to pay only for the actual time worked on that shift. The Cement Mason Foreman shall accept orders from the Employer or his representative. Upon request of the Local Union, the Employer shall supply the reason for such discharge. Whenever an employee is discharged and is Not Eligible for Rehire by the Employer, the Local Union shall be notified in writing.

**8.3 H.** Statement of intent that there is total portability from one local's jurisdiction to another local's jurisdiction on transferring Cement Finishers. A Cement Finisher needs only to transfer his/her book into the local union and is then automatically dispatched out to the job if requested by the Employer. This has been and will continue to be the industry practice.

**8.3 I.** In order to update the Union's dispatch records, the Employer shall immediately notify the Union in writing when finishers are either laid off, rehired, or new hires added to the crew.

## **ARTICLE 9**

### **MUTUAL RECOGNITION AND UNION MEMBERSHIP**

**9.1.** The Association recognizes the Union as the sole collective bargaining agent for all workers, falling within the jurisdiction of this Agreement, and the Union recognizes the Association as the sole bargaining agent for its members as listed on Schedule "B" hereof and supplements thereto.

**9.2.** All employees employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the fifteenth (15th) day following the beginning of such employment, or since the inception of this agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment, subject however, to the provisions of paragraphs 9.3 and 9.4 of this Article.

**9.3.** The Union accepts all obligations for the continued membership of its members as provided in paragraph 9.2 of this Article and for the collection of their initiation fees and dues. There shall be no stoppage or slow-up of work because of disciplinary action on the part of the Union except that the Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues.

**9.4.** All requests by the Union for the removal of an employee for non-payment of or failure to tender initiation fees and dues shall be made to the Employer in writing, in which event the Employer agrees to remove the employee involved before the next shift is started as long as the Union can supply replacements.

## **ARTICLE 10**

### **SHIFTS - HOURS OF WORK - OVERTIME**

**10.1.** The hours of work per week or month shall be as regulated by particular contract which the Contractor has to perform and shall be arranged to meet the requirements of the Contractor as best suits the calendar time allowed by the contract for completion.

#### **10.2 A. WORKWEEK**

**1.** The workweek shall be forty (40) hours, Monday through Friday, and the work day shall not exceed eight (8) hours per day. All time worked in excess of the foregoing shall be paid for at the rate of time and one-half (1-1/2x). Work performed on Saturdays shall be paid for at the rate of time and one-half (1-1/2x). All time worked in excess of twelve (12) hours per day shall be paid for at the rate of double time (2x). Sunday and Holiday work shall be paid for at the rate of double time (2x).

**2.** Cement Masons shall not work split or staggered shifts.

3. On work that is entirely Federally Funded, the workweek shall be forty (40) hours, Monday through Friday. All work in excess of forty (40) hours in one (1) week, or ten (10) hours in one (1) day shall be paid for at the rate of time and one-half (1-1/2x). All time worked in excess of twelve (12) hours per day shall be paid for at the rate of double time (2x). The Contractor shall not employ a second crew to circumvent overtime pay after forty (40) hours. This shall not prohibit the Employer and the Union from negotiating a "rolling" four-ten (4-10) hour shifts on a project-by-project basis.

4. On operations such as green sawing, dewatering, curing and protection of concrete, all overtime pay shall be time and one-half (1-1/2x), including Sundays and holidays.

5. Notwithstanding the above, on those jobs where a four-ten (4-10) hour shift is established a special four-ten (4-10) hours shift may be established for those Cement Masons who are part of the normal crew. Such operation shall be established by mutual consent of the normal crew, it being understood, that such consent shall not unreasonably be withheld.

6. In the event the job is down due to equipment breakdown or weather conditions, Monday through Friday, then Saturday may be worked as a make-up day at the straight time rate. Four ten (4-10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or equipment breakdown, then Friday may be worked as a make-up day. In the event Friday make-up day can't be worked due to conditions beyond the control of the Employer, then Saturday may be worked as a make-up day at the straight time rate. Make-up day applies to the normal crew so affected.

## **10.2 B. SINGLE SHIFT**

### **1. HEAVY and HIGHWAY**

Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent of the normal crew.

### **2. BUILDING**

Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent of the normal crew.

**10.2 C. TWO SHIFT OPERATIONS** On a two (2) daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two (2) shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in the Reporting Pay/Minimum Pay requirements of this Agreement.

**10.2 D. THREE SHIFT OPERATIONS:** On a three (3) shift operation, the first shift of eight (8) hours (exclusive of meal period) shall start between the hours of 6:00 a.m. and not later than 8:00 a.m., and eight (8) hours work shall constitute the first shift for which eight (8) hours will be paid. The second shift shall consist of seven and one-half (7-1/2) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. The third shift shall be seven (7)

hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. Thirty-five (35) hours shall constitute a week's work on the third shift, and the third shift shall be considered as a part of the same day on which the first shift started.

**10.2 E.** For the purposes of this Article a full shift period shall be considered the regularly scheduled hours of work for each shift, and the second (2nd) and third (3rd) shifts shall be considered as a part of the working day on which the first (1st) shift started. The regularly scheduled shift hours shall not be changed during the workweek without two (2) days prior notice and not more than once during the workweek.

**10.2 F.** All shifts may be worked, providing such shift work is established by working five (5) or more consecutive workdays, however, such number of days may be changed by mutual agreement of the normal crew.

**10.2 G.** A regular lunch period of not less than one-half (1/2) 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, he/she shall be paid a half-hour (1/2) at the applicable overtime rate and in addition given adequate time to eat his/her lunch. If the employee is not given adequate time to eat, he/she shall then receive an additional half-hour (1/2) at the applicable overtime rate.

Employees who have been given sufficient time to eat during the regular shift may be allowed to work twelve (12) hours without a second lunch period penalty. If the employee works over twelve (12) hours, he shall be paid one-half (1/2) hour penalty at the applicable overtime rate. If the employee is not given sufficient time to eat his/her lunch during his/her regular shift, an additional one-half (1/2) hour penalty shall be paid if required to work longer than ten (10) hours.

**10.2 H.** An employee on overtime will be paid the applicable overtime rate in not less than one-quarter (1/4) hourly increments.

**10.3 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. Should any of these holidays fall on Saturday, the preceding Friday shall be considered a legal holiday.

**10.4 PAY DAY** Paydays shall be once a week, which will be the established regular payday. In no event shall an Employer withhold more than one (1) week's pay. Paychecks will be assumed to be correct, and there shall be no adjustments made unless the employee files a protest with the Employer within thirty (30) days after receiving check. Employees discharged or terminated for lack of work shall be paid when released by the Employer, provided, however, that payment by check to the employee, or mailed and postmarked to his/her residence address (or

may be mailed to the Union if so requested), within twenty-four (24) hours after such discharge or termination, shall be deemed in compliance with this section. If the Employer does not comply with the above procedure as to payment for discharge, termination, or the established regular payday, the employee shall be paid for eight (8) hours additional pay at his straight time rate for each day (Saturdays, Sundays and holidays excepted) until paid; however, Employer does not owe such late pay amount with respect to failing to pay on the established regular payday if the Employer issues the paycheck within forty-eight (48) hours after notice by the Union that the check for the established regular payday was late.

When employees quit of their own accord, they shall receive the pay due them not later than the next regular pay day. For employees not on the job on payday, checks must be mailed to their last known address within twenty-four (24) hours of said payday unless held at employees' request. If an unresolved dispute exists, all employees employed under this Agreement must first establish all claims against the Employer or Association through their bargaining agent and under the provisions of this Agreement or hereby waive all legal rights to claims processed otherwise.

Notwithstanding the above, electronic deposits may be permitted upon written, signed, and dated authorization from the employee.

### **10.5 SPECIAL SHIFTS**

A special shift may be established at any time, at the option of the Employer, on any job or project. Said shift shall not be started until the union has been notified and with the mutual consent of the normal crew. There shall be no premium or penalty for working a special shift.

## **ARTICLE 11 WORKING CONDITIONS**

**11.1** Adequate facilities shall be provided for the employees in which to dry their clothes and eat their lunches.

**11.2** Cement Masons shall furnish normal hand tools. All other tools and OSHA, OR-OSHA, WISHA, or customer-required safety equipment, such as hard hat, safety glasses, and respirators, shall be furnished by the Employer including Mason's rubber floats and brushes worn out on such Employer's project. **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.**

**11.3** If an Employer refuses to pay for time in changing from one (1) job to another during a shift this shall be a violation of its contract and subject to contract cancellation, unless such Employer participates in an Association contract which requires that such matter be resolved through the grievance machinery.

**11.4** There shall always be enough employees on the job to ensure that all work will be left in a workmanlike manner and sufficient time will be allowed to complete the work.

**11.5** Cement Masons shall not work split or staggered shifts.

## **11.6 Drug and Alcohol Testing**

**11.6 A.** Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

**11.6 B.** The Employer has the right to screen employees for alcohol and drugs as a condition of employment as long as the above is in compliance with state and federal laws.

**11.6 C.** Notwithstanding any other provisions to the contrary, the Employers, the Unions and the bargaining unit employees agree that they will be bound by the current plan and trust provisions of the Construction Industry Drug-Free Workplace Program (DFW Program) and any future amendments thereto. Under the DFW Program, a bargaining unit employee whose first test after receiving notice is negative will be paid Fifty dollars (\$50.00) by the DFW Program and will be issued a Drug-Free verification card. The applicable provisions of the DFW Program's Plan, Policy, Administrative Rules and Trust documents and future amendments thereto are hereby adopted for the period covered by this Agreement. The Employer will pay into the DFW Program Trust Fund the amount of thirteen cents (\$0.13) per compensable hour actually worked, effective for hours worked on and after June 1, 2013 (example: contributions for hours worked during June 2016 become payable during July 2016). The DFW Trust has a claims review process that is the exclusive way to resolve disputes with the Trust.

## **ARTICLE 12 CLASSIFICATION -WAGE SCALES-TRAVEL**

**12.1** All work covered by the scope of this Agreement in progress or bid before **July 1, 2019**, shall be guaranteed to protection of the appropriate wage and fringe benefit rates in effect on **June 30, 2019**.

**12.2** Classifications, wage rates, travel, effective dates and duration will be in accordance with Exhibit "A" and Schedule "A" attached hereto and made a part of this Agreement.

**12.3** Monetary increases in the total wage/fringe packages for the life of this three, (3) year agreements are effective on the dates indicated below:

**July 1, 2019 - \$2.35 (4.5%), distributed as follows:**

\$1.75 per hour to Base Wage

\$0.55 per hour to Pension Plan

\$0.05 per hour to Health & Welfare

**June 1, 2020 - \$2.32 (4.25%), distributed as follows:**

\$0.55 per hour to Pension Plan

\$1.77 per hour TBD

**June 1, 2021 - \$1.85 (3.25%), distributed as follows:**

\$0.55 per hour to Pension Plan

**\$1.30** per hour TBD

### **ARTICLE 13 PENSION**

In addition to wage scales listed in Schedule "A" herein, all Employers as listed in Schedule "B", who are signatory parties to this Agreement, shall pay into the existing trust fund (Cement Masons - Employers Pension Fund), for the purpose of providing pension benefits for all eligible employees covered by this Agreement, the sums as listed in Schedule "A" per compensable hour actually worked effective **July 1, 2019**. Such payments are to be made on or before the 25th day of each month in accordance with the requirements of the trust agreement from the effective date of the trust agreement to and including **May 31, 2022**. The applicable provisions of the existing trust document are hereby adopted for the period covered by this agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

### **ARTICLE 14 HEALTH AND WELFARE**

**14.1** In addition to the wage scales listed in Schedule "A" herein, all persons, firms and corporations as listed in Schedule "B", who are signatory parties to this Agreement shall pay into the existing trust fund (Cement Masons-Employers Health, Welfare and Vacation Trust), for the purpose of providing health and welfare benefits to all eligible employees covered by this Agreement, the sums as listed in Schedule "A" per compensable hours actually worked effective **July 1, 2019**. Such payments are to be made in accordance with the requirements of the trust agreement from the effective date of the trust agreement to and including **May 31, 2022**. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

**14.2** It shall not be deemed a violation of this Agreement for workers covered by this Agreement to refuse work where an Employer, after receiving due notice of delinquency, fails to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement.

## **ARTICLE 15**

### **APPRENTICESHIP AND TRAINING**

**15.1** The parties, signatory hereto agree to maintain Joint Apprenticeship and Training Committees throughout the territory of this Agreement. Said Committee shall formulate and operate Apprenticeship and Training programs in accordance with the Oregon or Washington State Apprenticeship law.

All persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are or may become signatory parties to this Labor Agreement shall pay into the Trust Fund in the manner as set forth in the Trust Agreement the amounts as listed in Schedule "A" per compensable hour.

The employment of apprentices shall be in accordance with current Apprenticeship laws in Oregon and/or Washington State. The following ratio which is to be based on a Contractor total Cement Mason work force employed within the territory of this Agreement.

**15.1 A. Employers may have a maximum of (1), one Apprentice to (1), one Journeyman ratio but, shall have a minimum of (1), one Apprentice for every (3) Journeyman if Apprentices are available.**

**15.1 B.** Experienced individuals, who gained cement masons experience with an open shop contractor, but is not qualified for journeyman status, may apply to and upon meeting the programs minimum qualifications be accepted into the Oregon and SW Washington Cement Masons Apprenticeship Program when the program is open for applications.

**15.2** The parties will design procedures to identify and set three (3) year goals to continually improve all Journeyman upgrade and Apprenticeship Training Programs; and work on the Development of Safety Training Program(s), etc.

**15.3 Training for Journeymen:** The Association and Union jointly agree that increased available training for the Cement Masons workforce is a goal during the life of this agreement. This joint endeavor is conditional upon available training resources and is intended to be attained without unreasonable cost burdens to the Training Trust. These Training goals are categorized as follows:

**15.3 A. Foreman Supervisory Training:** The Association, the Union, and the respective training affiliates agree to commence efforts on Journeyman upgrade training programs, which focus on Foremen's supervisory skills and responsibilities.

**15.3 B. Premium for Foreman:** An increased Foreman's Premium of thirty-five cents (\$0.35) will be provided for:

- Individuals who successfully complete a jointly agreed upon annual Foreman's Training Curriculum and;
- When the individual is assigned as a Foreman by his/her employer.

**15.4 Specialized Training:** When the Employer has a need for **specialized** Journeyman training, consistent with the semi-annually published Cement Masons Program schedule of classes, training will be provided at no cost to the Employer when a sufficient number of employees are available for classes and a program curriculum exists. In those circumstances



where a program curriculum does not exist, the Employer may request through the Training Board of Trustees (Cement Masons-Employers Training Trust), that consideration be given to the development of an industry program.

## **ARTICLE 16 VACATION**

In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations, who are or shall become signatory to this Agreement, shall pay to the Cement Masons -Employers Health, Welfare and Vacation Trust the sums as listed in Schedule "A" per compensable hour effective **July 1, 2019**.

A joint vacation fund shall be established by the Union and Employers by virtue of this Agreement and a declaration of Trust Document be drafted by the trustees which shall establish all provisions relating to such trust fund. Trustees shall be the same as the Health and Welfare Fund.

## **ARTICLE 17 PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES ORS 279C.800 to 279C.870**

In the event an individual Contractor bids a public job or project being awarded by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established or established by the Secretary of the U.S. Department of Labor (pursuant to 40 USC276(a)), or by the Commissioner of the Oregon Bureau of Labor and Industries (BOU) (pursuant to ORS 279C.800 to 279C.870), or by the Director of the Washington Department of Labor and Industries (L & I) (pursuant to RCW 39.12), THE PREDETERMINED WAGE AND FRINGE RATE SHALL APPLY FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF THE BID WITH MAINTENANCE OF BENEFITS NOT TO EXCEED FIFTY CENTS \$0.50 FOR THE TWENTY-FOUR (24) MONTH PERIOD. At the end of the 24-month period, wages and fringes will be paid at the current rates under the contract for the duration of the agreement.

In the event a Contractor utilizes this Article on a job or project whose duration is longer than the duration of this agreement the Contractor shall enter into a project agreement for the duration of the job or project, but not to exceed Twenty-Four (24) months from the date of bid, with maintenance of benefits not to exceed Fifty Cents (\$0.50) for the Twenty-Four (24) month period. The project agreement shall incorporate the terms and conditions of this agreement. At the end of the Twenty-Four (24) month period, wages and fringes will be paid at the rates negotiated for the new agreement.

## **ARTICLE 18**

### **UNION CONTRACTOR GROUP (UCG)**

Effective June 1, 1990, a **Union Contractor Group** shall be established within AGC by virtue of this agreement and shall continue in full force and effect during the term of this Agreement. All Employers signatory to this collective bargaining agreement, or who become signatory, or otherwise come under the scope of this agreement, shall contribute the sum of five cents (\$0.05) per hour worked by employees covered under this agreement into said fund. Contributions will be made on the same form as other Trust payments.

## **ARTICLE 19**

### **REPORTING TIME, MINIMUM PAY AND STAND-BY PAY**

**19.1 REPORTING EXPENSE:** When qualified workers report for work as directed and for whom no work is provided, shall be paid Forty dollars (\$40.00) reporting expense, unless prevented from working by causes not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

**19.2 MINIMUM PAY:** Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours and less than eight (8) hours shall be paid for eight (8) hours. If an employee leaves or quits of his own volition, or an employee refuses to perform work as directed by the Employer, he/she shall be paid for actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory the new hire shall be paid only for the actual time worked.

**19.3 STAND BY PAY:** On rain sensitive work such as dirt work, slab work, asphalt work or in such cases as equipment breakdown, the Employer may request the employees to remain on the job for up to two (2) hours on a standby basis. If not put to work during this two (2) hour period, the employee shall receive two (2) hours wages plus fringes but shall not receive the Forty-dollar (\$40.00) reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this article.

## **ARTICLE 20**

### **GOVERNMENT REQUIREMENTS**

**20.1** This Agreement and all the terms thereof shall be subordinate to every employment provision in any contract which the Employer may bid for or enter into with any public or quasi-public or governmental body for the performance of work covered by this Agreement and the parties hereto agree to conform to and abide by any restrictions or requirements regarding employment contained in such contract.

**20.2** The Union and the Employer pledge their mutual cooperation in complying with the Equal Employment Opportunity Regulations supported by appropriate Executive Orders.

**20.3** Any Affirmative Action Program or its equivalent intended to foster equal employment which is mutually adopted by or imposed upon the parties signatory hereto for an area within the jurisdiction of this Agreement shall become an amendment to and supersede this Agreement.

**20.4 American Disabilities Act (ADA):** The parties to this Agreement recognize the mandate to accommodate the disabled and agree that, other provisions of the Agreement notwithstanding, the Contractor may take reasonable actions as necessary to accommodate an individual who is or may be disabled. The Union agrees that it will conduct the affairs of its operations consistent with the requirements of the Americans with Disabilities Act.

**20.5 Immigration Reform and Control Act (IRCA):** Any referral individual that is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits therein.

## **ARTICLE 21 SPECIAL JOB AGREEMENTS**

**21.1** Special Job Agreements may be negotiated between Associations and Unions who are or who become parties to this Agreement when such Special Job Agreements are deemed advisable because of the size, duration, location or other characteristics of the particular project involved. The terms of such Special Job Agreements shall be consistent as practicable with the terms of this Agreement.

## **ARTICLE 22 JURISDICTIONAL DISPUTES**

**22.1** The parties hereby agree there shall be no cessation or stoppage of work because of jurisdictional disputes. The parties agree that in the event of a jurisdictional dispute with any other union or unions, the Employer shall maintain its work assignment(s) unless the dispute is resolved through the following procedure.

**22.2** In the event of a jurisdictional dispute the Union shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and the Employer to settle the dispute. Such meeting shall be held within three (3) working days of such request. If a settlement is not reached at that meeting, the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or unions involved and representatives of the Employer on the job site to seek settlement of the dispute.

**22.3** The first meeting of local representatives shall be between the Employer and the representatives of the disputing unions. Said disputing unions shall at this meeting submit whatever evidence and arguments they contend support their respective claim.

**22.4** If the jurisdictional dispute is not resolved at the first meeting of the local parties involved or no subsequent settlement is reached between the representatives of the International Union and Employer, then the disputing parties may go to a higher authority such as the National Labor Relations Board (NLRB) or courts.

**22.5** If there is actual cessation or stoppage of work as a result of a jurisdictional dispute, the Employer is free to seek relief from the NLRB or courts at any time, waiving the above steps if he so chooses.

## **ARTICLE 23 SETTLEMENT OF NON-JURISDICTIONAL DISPUTES, STRIKES & LOCKOUTS**

**23.1** It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement and all non-jurisdictional disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as hereafter provided in Section 23.4.

**23.2** No dispute, complaint or grievance shall be recognized unless called to the attention of the Association and the Union in writing within thirty (30) calendar days after alleged violation was committed.

**23.3** In case of dispute or difference arising out of this Agreement, both parties pledge their immediate cooperation in following Grievance Procedures set forth herein.

**23.4** In the settlement of a dispute, complaint or grievance arising out of a violation, misunderstanding or difference in the interpretation of this Agreement, the following steps shall be followed. (Saturdays, Sundays and holidays shall be excluded from the time limits specified in taking procedural steps and/or complying with results thereof.)

**STEP 1.** Any employee having a grievance shall present it to the Business Representative. The Business Representative shall present in writing such grievance or grievances occurring on the job to the Employer's local representative. Any Employer having a grievance arising out of this Agreement shall notify in writing the Business Representative responsible for the project of the circumstances surrounding such grievance.

Every attempt will be made by both parties to resolve such dispute before going to Step 2 of the Grievance procedure.

**STEP 2.** If no settlement is reached under Step 1, then it may be referred in writing to the authorized representative of the Union and the authorized representative of the Employer. Both of these parties shall use their best efforts to resolve the dispute immediately. This may be accomplished either by phone or a meeting.

**STEP 3.** Should these authorized representatives fail to satisfactorily resolve said dispute within four, (4) days then either party may, by letter, demand a hearing before the Board of Adjustment convened at the AGC or Union headquarters unless mutually agreed to be convened elsewhere.

The Board of Adjustment shall be composed of two, (2) persons appointed by the Union and two, (2) persons appointed by the Association. This Board shall hear the matter within five (5) days and render a decision within twenty-four, (24) hours. If mutually agreed, any of the time limits in Step 2 may be extended. The scope and authority of the Adjustment Board shall be confined in all cases exclusively to questions involving the interpretation and application of any existing clause or provision of this Agreement.

**STEP 4.** If no agreement is reached under Step 3, then either party may submit the grievance to an arbiter who shall be selected by the parties. The parties shall stipulate to the arbiter the issue or issues to be decided. If the parties do not agree upon a single arbiter within four, (4) days from the expiration of the time limits specified under Steps III, either party may request the Federal Mediation and Conciliation Service to submit a list of five, (5) proposed arbiters. The Employer's authorized representative and the Union's authorized representative shall each alternately strike from this list the name of the proposed arbiter one at a time, until only one name remains on the list. The name of the arbiter remaining on the list shall be deemed accepted by both parties. The decision or decisions of the arbiter shall be announced in writing, to the parties within fifteen, (15) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of arbitration shall be borne by the losing party. The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.

**23.5** It is further understood and agreed that any decision under Steps 1, 2, 3, and 4 may not provide retroactivity to exceed twenty (20) days prior to written notice from the aggrieved party set forth in Step 1 of this Article.

**23.6** Should the parties involved fail to comply with the findings within five (5) days after such written notification by either party or fail to comply with any of the provisions and/or time limits established in this Article, unless mutually agreeing to extend such limits, then all means of arbitration shall be considered exhausted. In such case the other party may take any action they deem necessary and such action shall not be considered in violation of any part of this Agreement.

**23.7** Where written notification is required in this Article it shall be by certified mail.

**23.8** The Union will not recognize an unauthorized picket line. It shall not be a violation for the Union to refuse to cross a picket line when approved by an authorized AFL-CIO Building Construction Trades Council.

## **ARTICLE 24**

### **UNION ADMISSION TO JOB AND JOB STEWARDS**

**24.1** The Business Representative of the Union shall be permitted on all jobs but will in no way interfere with the men during working hours unless permission is granted by the Employer.

On projects under military guard the Employer will cooperate as far as regulations permit to get authorization.

**24.2** The Union shall submit to the Employer in writing, the names of its Stewards, and such changes of Stewards as may occur from time to time. The Employer shall recognize such Stewards as notified by the Union. At no time shall the Steward be discharged, laid off, or transferred before notifying the Business Representative.

**24.3** No Steward shall be allowed to solicit membership in his organization or to collect any monies from any employees on the job site during working hours. No Steward shall be discharged by the Employer because of his union activities.

## **ARTICLE 25 NON-RECURRING WORK**

**25.1** When Cement Masons vacancies caused by sickness or other unavoidable absences occur beyond the control of the Employer or when an Employer does not have a Cement Mason employee available on the job site to fill the vacancy for the work to be performed, it may use any employee on the project without regard to craft jurisdiction.

**25.2** In such cases the employee shall be paid the rate for the classification of work which he/she is required to do; provided, that under no such circumstances shall an employee be paid at a lower rate than that of the classification under which he/she was working immediately prior to the temporary assignment.

**25.3** In no event, will the above conditions be permitted beyond one, (1) day. When the work is going to be recurring the Employer shall place an order for a Cement Mason for a regular assignment.

## **ARTICLE 26 SAVING CLAUSE**

Should any part or any provision of this Agreement 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 provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however, upon such invalidation the parties agree to meet within thirty, (30) days and negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect.

The aforementioned paragraph shall apply in the event of relevant actions by Financial Accounting Standards Board (FASS).

## **ARTICLE 27 DUES CHECK-OFF**

Upon notice by the union office of a proper authorization form executed by individual Cement Mason employees, the Employer agrees to deduct union dues from the individual

employee's net pay after taxes and remit the same to the Union in accordance with applicable law, during the life of this Agreement per Schedule "A". It is understood that the Employer will remit to the Union the dues deducted each month, in accordance with this Agreement, on the remittance forms used for fringe benefit contributions and that the pro-rata cost of such forms and the collection and accounting thereof will be paid by the Union to the appropriate fringe benefit fund administrator. A sixty, (60) day notice shall be required prior to implementation of the Article and the Association acknowledges receipt of said notice effective January 1, 1985. The notice is attached hereto as Exhibit "A", and by this reference incorporated herein. The Union guarantees that the dues collected as called for in this Agreement shall be used for lawful purposes and that the Employer shall be under no obligation to solicit employees for authorization, and that in the event that this provision is violated, this Article shall be of no further force and effect for the remaining period of this Agreement. This procedure shall not be applicable to initiation fees, fines, or readmission fees.

## **ARTICLE 28 GUARANTEE OF AUTHORITY**

The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations that their signatures purport to represent.


## **ARTICLE 29 AUTHORIZATION**


**29.1** This Agreement shall become effective when signed by the authorized representatives of the signatory parties as listed herein and by the authorized representatives or the signatory unions as set forth in Schedule "C" attached hereto.

**29.2** The Association has attached hereto Schedule "B" setting forth the names of its members subscribing to this Agreement at the date of signing the Agreement. The name of any new contractor subscribing to the Agreement shall be promptly filed by the Association with the Union, as a supplement to Schedule "B", and with such filing shall automatically become binding on the parties hereto.

**IN WITNESS WHEREOF**, This Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the organization subscribing to this Agreement, and by the Oregon/Southwest Washington Plasterers & Cement Masons Association, State, District and Joint Councils affiliated with the Building and Construction Trades Department of the American Federation of Labor, Operative Plasterers and Cement Masons International Association (O.P. & C.M.1.A.) and by the Bricklayers Allied Craftworkers International Association (B.A.C.I.U.), Local 1, (Cement Masons only) who have signed below, this **1st day of July 2019** at Portland, Oregon.

For the Union

By:   
/s/ Geoff Kossak  
Geoff Kossak, Business Mgr  
Cement Masons, Local No. 555

By:   
/s/ Matt Eleazer  
Matt Eleazer, Bricklayers Allied  
Craftworkers - Local No. 1  
(Cement Masons only)

For the Association

By:   
/s/ Greg Whitaker  
Greg Whitaker  
Collective Bargaining Chair  
Collective Bargaining Committee

By:   
/s/ Michael K. Salsgiver  
Michael K. Salsgiver  
Executive Director



**EXHIBIT "A"**  
**Building Construction Work**  
**AND**  
**Heavy & Highway Construction Work**

**TERRITORY**

This Agreement shall cover the entire State of Oregon, Skamania and Clark counties in Washington, and Southern Idaho below the 46th parallel which is the extension of the Oregon-Washington state line eastward on the Oregon-Idaho state line on the west to the Idaho-Montana state line on the east.

**NOTE:** It is mutually agreed that any Local Union whose headquarters is outside the territory described herein, but whose jurisdiction is within this territory, shall abide by and be governed by all the terms, conditions and wage rates as contained in this Agreement, when working within this territory.

**EFFECTIVE DATE**

This Agreement shall become effective as of **July 1, 2019** and expire on **May 31, 2022**.

**HEALTH and WELFARE**

See Article 14 and Schedule "A"

**PENSION**

See Article 13 and Schedule "A"

**PENSION REHABILITATION PLAN**

Pension Rehabilitation Plan - 2009, Effective October 15, 2009: Two Dollars and eighty-three Cents (\$2.83). See Addendum attached hereto and Schedule "A".  
Pension Rehabilitation Plan - 2016, effective June 1, 2016. See Addendum attached hereto and Schedule "A".

**VACATION**

Two dollars (\$2.00) per compensable hour actually worked, added to paycheck, taxed and then deducted. See Schedule "A" and Article 16 for details.

## **WAGE RATES**

See Article 12 and Schedule "A"

## **APPRENTICE RATES**

See Article 15 and Schedule "A"

Apprentice wages shall be paid on the following basis

1st 1,000 hours - 55% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

2nd 1,000 hours - 65% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

3rd 1,000 hours - 70% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

4th 1,000 hours - 75% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

5th 1,000 hours - 85% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

6th 1,000 hours - 90% of Journeyman Rates, plus Pension Rehabilitation Plan Rate

### **\*JATC eliminated 7th step**

Any apprentice working under Classification II and III shall receive full differential pay for each such Classification. The Apprentice percentage will not apply to his benefits or vacation.

## **OVERTIME RATES**

See Article 10 and Schedule "A"

## **UNION CONTRACTOR GROUP (UCG)**

Five cents (\$0.05) per compensable hour.

See Article 18 and Schedule "A"

Note: Craft jurisdiction is neither determined nor awarded by classifications appearing in any AGC Labor Agreement.

## **DUES CHECK OFF**

Deduct amount shown on Schedule "A" per hour from net pay after taxes (Journeyman), see Article 27.

## **CLASSIFICATIONS**

### **GROUP I Cement Mason Journeyman includes but not limited to:**

- Levels, smooths, edges and finishes surfaces of poured concrete floors, walls, sidewalks, curbs, steps and stairways, or any other concrete surface.
- Patches, repairs, or removes rough or defective areas on concrete surfaces to impart a finish, including the application of any cementitious
- Applies cement, sand, pigment or marble chips to concrete in order to attain durable and/or decorative surfaces.
- Grouts and plugs holes on concrete surfaces, including dry packing and end pointing.
- Joints concrete surfaces, including expansion, control, or decorative surfaces.
- Chips concrete in preparation of patching or to produce a finished concrete product.
- Sets all curb, gutter, and sidewalk forms, and planks, lines, stakes, grades, and screeds. (For concrete wall forms see "Carpenter Group 1")

### **GROUP II\* Two percent (2%) above the base rate shown in Classification Group I for this entire group.**

#### **Cement Masons installing:**

- Magnesium oxychloride cement composition (magnesite)
- Asphalt Mastic composition and acrylic color coats
- Epoxy and other resinous toppings
- Elastomeric waterproof membranes and latex mastic systems incorporating them
- Cement Masons Floating & Troweling Machine Operator
- Curb and Gutter Machine Operator (cement only)
- Clary, Texas Screed and Similar Type of Screed Operator
- Grinding Machine Operator
- Jackson Vibratory and Similar Type Screed Operator
- Cutting, Scoring and Sawing New Concrete
- Sand-Blasting
- Power Chipping and Bush Hammer
- All Imprinting and Stamping of Concrete
- Injection of Epoxy or similar materials

**GROUP III\* Cement Masons on Suspended, Swinging and/or Hanging Scaffold, shall receive two percent (2%) above base rate shown in Classification Group I.**

- If an employee is doing both Classification Group II and III, he shall receive four percent (4%) of the Base Wage shown in Classification Group I)
- An employee shall receive for the full shift the highest rate of pay for the classifications assigned to him/her.
- If an employee is doing both classifications II and III, he/she shall receive pay equivalent to that prescribed for classification III.

## **FOREMAN**

The Employer has the right of choosing its foreman who must be a member of the Cement Masons Union and shall be a qualified Cement Mason Journeyman. When three, (3) or more Cement Masons per operation are employed on a job, one must be employed as Foreman and shall receive Foreman's scale of wages and use tools of the trade. Foreman must be present while work is being performed on each particular job where three, (3) or more Cement Masons are employed on each operation. A foreman may cover several operations.

**NOTE:** When a single journeyman is employed, the Contractor may apply the Foreman's rate.

## **FOREMAN RATES**

### **Foreman Rate**

5% over Group 1 Journeyman base rate for first six (6) Cement Masons.

See Schedule "A"

### **General Foreman Rate**

10% over Group 1 Journeyman base rate for greater than six (6) Cement Masons (6 + 1 Foreman= 10%), except for Area 4

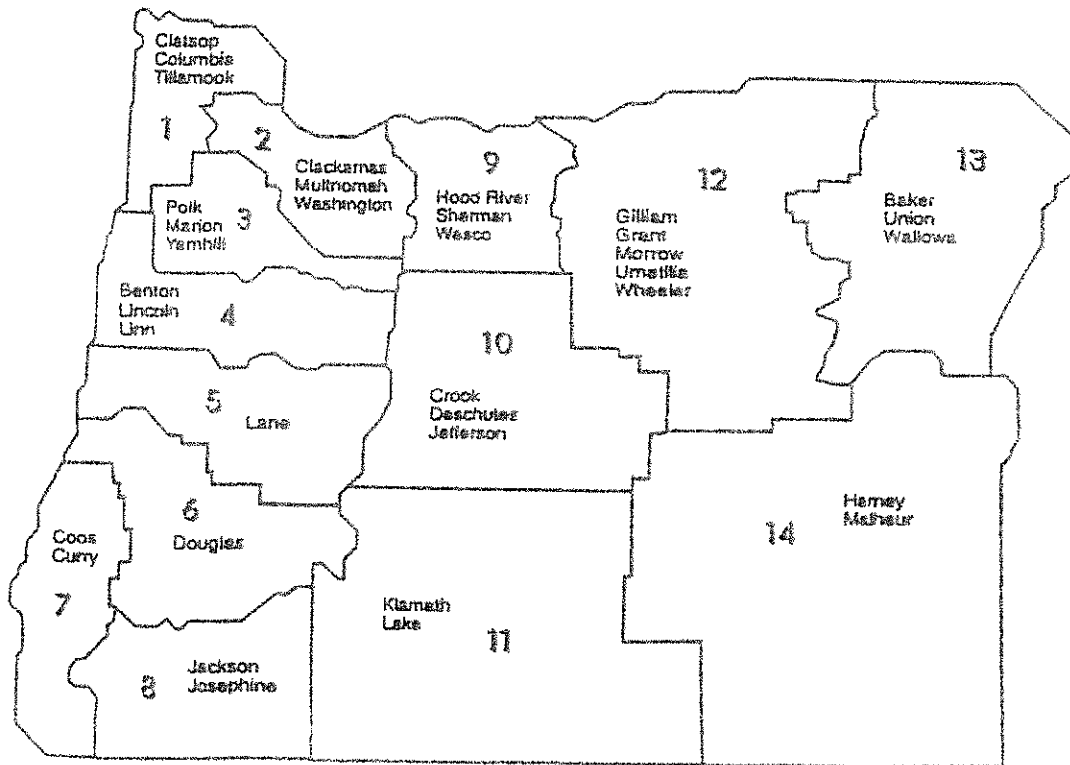
See Schedule "A"

## **FOREMAN TRAINING**

Increased Foreman's Premium of thirty-five cents (\$0.35) will be provided for:

- individuals who successfully complete a jointly agreed upon annual Foreman's Training Curriculum and;
- when the individual is assigned as a Foreman by his/her employer.

## MAP TO IDENTIFY AREAS FOR PRIVATE WORKS RATES



For the purposes of establishing private works area rates for this contract, we refer to the Oregon Prevailing Wage Rates Region map. Under this agreement the areas for private works rates will be as follows:

**Area One:** will consist of regions 1, 2 and 3 on the map - Clatsop, Columbia, Tillamook, Clackamas, Multnomah, Washington, Polk, Marion and Yamhill counties. \*\*\*\*

**Area Two:** will consist of regions 9 and 12 on the map - Hood River, Sherman, Wasco, Gilliam, Grant, Morrow, Umatilla and Wheeler counties.

**Area Three:** will consist of regions 4 and 5 on the map - Benton, Lincoln, Linn and Lane counties.

**Area Four:** will consist of regions 6, 7, 8, 10, 11, 13 and 14 on the map - Douglas, Coos, Curry, Jackson, Josephine, Crook, Deschutes, Jefferson, Klamath, Lake, Baker, Union, Wallowa, Harney and Malheur counties.

\*\*\*\* Clark and Skamania counties in the State of Washington will be considered part of Area One. **For Southern Idaho see updated Schedule A.**

## **PUBLIC WORKS PROJECT - DAVIS BACON ACT**

See Article 17.

### **TRAVEL PAY, TOLL FEES, AND PARKING**

- A.** The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an employee providing for him/her and his/her family in the major metropolitan areas and those of an employee working in the remote areas within the large geographical area of this Agreement and therefore, adopt the following provisions for wage scales.

#### **FOR THE FOLLOWING CITIES: (Reference City)**

Bend	Portland	<b>Pendleton</b>
Medford	Corvallis	Salem
Eugene	The Dalles	Vancouver

- 1a.** When a contractor takes current employees to a project that is located more than 59 miles from the City Hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the City Hall of the identified Reference City and the project site, per the following:
- Zone A - 60-79 miles - additional \$3.00 hourly premium above the base rate of all classification as listed in Schedule "A".
  - Zone B - 80-99 miles - additional \$5.00 hourly premium above the base rate of all classifications as listed in Schedule "A"
  - Zone C - 100 or more miles - additional \$10.00 hourly premium above the base rate of all classifications as listed in Schedule "A"
- 1b.** NOTE: All miles are to be determined on the basis of road miles using the normal route (shortest time - best road), from the City Hall of the Reference City closest to the contractor's place of business and the project.
- 2a.** When a contractor hires additional personnel for a project, Zone Pay is to be paid for the distance between the Reference City that is closest to the project site and the project site, per the following:
- Zone A - 60-79 miles - additional \$3.00 hourly premium above the base rate of all classification as listed in Schedule "A".
  - Zone B - 80-99 miles - additional \$5.00 hourly premium above the base rate of all classifications as listed in Schedule "A"
  - Zone C - 100 or more miles - additional \$10.00 hourly premium above the base rate of all classifications as listed in Schedule "A"

- 2b. NOTE: All miles are to be determined on the basis of road miles using the normal route (shortest time - best road), from the City Hall of the Reference City - closest to the project - to the project site.
  - 3. If the employer provides transportation, housing, food, or other compensation that meets or exceeds the travel pay requirement, hourly premiums shall be waived. The employer will provide proof of expenses for premiums waived at the request of the Union.
  - 4. All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which for the purpose of this Agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.
- B. The Employer agrees to pay toll fees on bridges and ferries provided the employees shall furnish **proof of payment** for same.
  - C. Provided the employees furnish **proof of payment** receipts for the same, the Employer agrees to pay parking as follows:

Up to **\$18.00** per day. Employer is ~~only~~ obligated to reimburse the amount shown on proof of payment provided by the employee within ten (10) days of submission of receipt. If the Employer provides adequate parking at no charge to the employee, then the Employer is not obligated to pay the parking reimbursement fee. **If the Employer provides legal transportation from a free parking area, then no parking money will be paid. At the employee's request, the Employer shall reimburse for public transportation in lieu of paid parking up to \$18.00 per day.**

**END of Exhibit "A"**

**SCHEDULE C**  
**Union/Association Signatories**  
**to the**  
**2019 - 2022**

**AGC/Cement Mason Labor Agreement**

**OPERATIVE PLASTERERS AND  
CEMENT MASONS  
INTERNATIONAL UNION**

Geoff Kossak, Business Manager  
Cement Masons, Local No. 555  
12812 NE Marx Street  
Portland, OR 97230  
(503) 232-9341  
(503)-255-5699 (FAX)

**BRICKLAYERS & ALLIED  
CRAFTWORKERS INTERNATIONAL  
UNION OF AMERICA**

Matt Eleazer, Business Manager  
Bricklayers, Local No. 1  
12812 NE Marx Street  
Portland, OR 97230  
(503) 232-9341

---

Bob Timmons, Labor Relations Manager  
Oregon Columbia Chapter  
ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA  
9450 SW Commerce Circle, Suite 200  
Wilsonville, OR 97070  
(503) 682-3363  
(503) 682-1696 (FAX)



**ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS AND CEMENT MASONS LOCAL  
NO. 555 CEMENT MASONS - EMPLOYERS PENSION PLAN**

**Pension Rehabilitation Plan - 2009**

The undersigned parties to the above-referenced Agreement hereby acknowledge and agree that after reviewing the critical status Rehabilitation Plan alternatives presented by the Board of Trustees of the Cement Masons - Employers Pension Plan (Plan), the parties hereby adopt **Option 2** which provides as follows:

**1. Early Retirement - 55 and 10 Rule**

**Current Plan:** A Participant can retire early with an unreduced early retirement benefit provided he satisfies all of the following:

- (1) Has attained the age of 55 or a later age before 62, and
- (2) Has 10 years of Credited Future Service in the Plan without a Permanent Break in Service and
- (3) Has worked three years of at least 600 hours per year in Covered Employment in the five calendar years immediately preceding the calendar year of retirement.

**Option 2:** Under the Option 2 Rehabilitation Plan, the requirement of 10 years of Credited Future Service in this Plan is replaced with 40,000 hours of Covered Employment under this Plan (no reciprocal service). All the other eligibility criteria continue to apply. This change applies to any Participant whose benefit commences on or after the Notice of Critical Status was issued.

**2. Death Benefits Before Retirement**

**Current Plan:** Upon the death of a Participant prior to a Retirement Date and within 24 months of Covered Employment, a single-sum Death Benefit is payable to the Participant's surviving spouse or Designated Beneficiary equal to the lesser of 100% of employer contributions or \$10,000.00.

**Option 2:** Under the Option 2 Rehabilitation Plan, this single-sum death benefit is eliminated effective for deaths on or after June 1, 2009.

**3. Death Benefit After Early or Normal Retirement**

**Current Plan:** A lump sum death benefit of \$1,000.00 is paid to the Participant's Designated Beneficiary upon the death of a Participant after his Early or Normal Retirement Date. If a Retired Participant's spouse dies while the Retired Participant is still living, a lump-sum Death Benefit of \$500.00 will be paid to the Participant.

**Option 2:** Under the Option 2 Rehabilitation Plan, this provision is eliminated for deaths occurring on or after June 1, 2009.

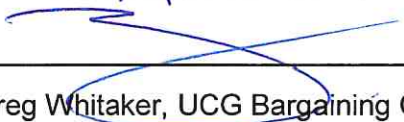
#### 4. Supplemental Pension Contribution

**Current Contribution Rate:** \$5.38 per hour

**Option 2:** Under the Option 2 Rehabilitation Plan, the Journeyman contribution rate will increase by \$2.76 per hour to \$8.14 per hour effective with hours worked on and after June 1, 2009. The increase shall be deducted from the current Journeyman hourly wage rate, until the parties agree otherwise. The additional \$2.76 per hour contribution is used for supplemental funding only and does not count towards the accrual of benefits. The contribution rate for Apprentices will increase by \$1.30 per hour to \$6.68 per hour effective with hours worked on or after June 1, 2009. As with the Journeyman contribution, the increase will be deducted from the current Apprentice rate(s) until the parties agree otherwise. The additional \$1.30 per hour contribution is for supplemental funding only and does not count towards the accrual of benefits.

The provisions of this Addendum shall remain in full force and effect until such time as the parties are notified by the Board of Trustees of the Cement Masons - Employers Pension Plan that they may modify or eliminate the provisions of this Addendum.

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

**ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS AND CEMENT MASONS LOCAL NO.  
555 CEMENT MASONS - EMPLOYERS PENSION PLAN**

**Pension Rehabilitation Plan - 2016**

The undersigned parties to the above-referenced Agreement hereby acknowledge and agree that after reviewing the critical status Rehabilitation Plan alternatives presented by the Board of Trustees of the Cement Masons - Employers Pension Plan (Plan), the parties hereby adopt Schedule 1 which provides as follows:

**Plan Benefit Changes**

The benefit modifications below impact all participants retiring with commencement dates after May 1, 2016 but will not impact any benefit payment from the Trust until proper advance notice of the benefit reductions has been provided.

- "30 & Out Rule"

Eligibility for the "30 and Out Rule" benefit described in Plan Section 6.01(b) will require 45,000 hours of Covered Employment. In addition, all 30 years of Credited Service must be worked in Covered Employment within the geographical jurisdiction of the Plan.

- "55 and 10 Rule"

The "55 and 10 Rule" described in Plan Section 6.01(c) will require 45,000 hours of Covered Employment instead of 40,000 hours. The different provisions that previously applied to benefits earned in the INEEL jurisdiction are eliminated.

- Earliest Reduced Retirement Age

The earliest retirement age under Plan Section 6.01(a) will be changed from age 52 to 55.

- Early Retirement Reduction Factors

The early retirement reduction factors under Plan Section 6.02 will be revised to eliminate any early retirement subsidies.

- Disability Benefit

The disability benefit will be modified to provide a benefit identical to the early retirement benefit under Plan Section 6.01(a), as revised above, at the later of a Participant's current age or earliest retirement eligibility.

- Hours Requirement

The hours requirement under Plan Section 3.05 to earn a year of Credited Future Service for a Plan Year of Future Service will be revised from 350 hours to 480 hours.

- Normal Form of Payment

The Plan's normal form of payment will be changed from a single life annuity with 60 monthly payments guaranteed to a single life annuity with no guarantee period. In developing new actuarial equivalent factors, the Plan will use a current mortality table and the Plan's previous factors will not be grandfathered.

- Normal Retirement Age for Future Benefit Accruals

The Normal Retirement Date for benefits earned on or after January 1, 2017 will be based on the attainment of age 65 rather than age 62. Early unreduced benefits will be provided at age 62 for Participants with 20,000 hours of Covered Employment, and who have a minimum of 600 hours worked in Covered Employment in this Plan in each of at least three out of the five calendar years immediately preceding the calendar year of retirement.

- Suspension of Benefits Rules

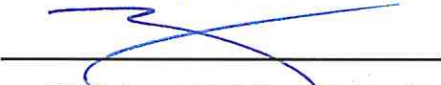
The Plan's suspension of benefits rules will be updated to be consistent with this rehabilitation plan and as determined by the Trustees.

### Contributions


Contribution increases of \$0.55 per hour (inside the formula) each June 1 from 2016 through 2021 are required under Schedule 1. Later adoption may result in adjustments to this schedule.

The provisions of this Addendum shall remain in full force and effect until such time as the parties are notified by the Board of Trustees of the Cement Masons - Employers Pension Plan that they may modify or eliminate the provisions of this Addendum.

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

**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.

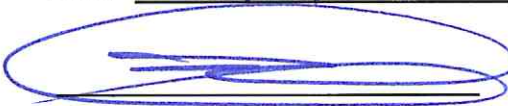
Date: 9/11/19

  
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



---

 1/1/2019

## Zone 1

Group #1 \$21.16

Group #2 \$22.04

ZONE 1: 0-30 miles – Free Zone

ZONE 2: 30-60 miles - \$30.00/per day

ZONE 3: over 60 miles - \$35.00/per day

See ZONE MAP

Foreman: Working foreman shall receive one dollar (\$1.00) per hour over highest scale supervised  
 Working with supplied air: One dollar (\$1.00) per hour over scale

**Registered Apprentices:**

1/1/2019

## Zone 1

1 <sup>st</sup> 6 mo/1000 hrs 60%	\$12.70
2 <sup>nd</sup> 6 mo/2000 hrs 65%	\$13.75
3 <sup>rd</sup> 6 mo/3000 hrs 70%	\$14.81
4 <sup>th</sup> 6 mo/4000 hrs 75%	\$15.87
5 <sup>th</sup> 6 mo/5000 hrs 80%	\$16.93
6 <sup>th</sup> 6 mo/6000 hrs 90%	\$19.04

Zone Centers: Boise, Twin Falls, Pocatello and  
 Idaho Falls (See Zone Map)

ZONE 1: 0-30 miles – Free Zone

ZONE 2: 30-60 miles - \$30.00/per day

ZONE 3: over 60 miles - \$35.00/per day

**Health and Insurance Trust Fund:**

Effective January 1, 2019, the amount of the Employer contribution shall be Seven dollars and Eighty Five cents (\$7.85) through 12/31/2022\*

**Pension Trust Fund:**

Effective January 1, 2019, the amount of the Employer contribution shall be Seven dollars and Seventy-Eight cents (\$7.78) through 12/31/2022\*

**Vacation Fund:**

Effective January 1, 2019, the amount of the Employer contribution shall be Three dollars and Forty-Seven cents (\$3.47) through 12/31/2022\*

**Signatory Employers-Cement Masons Joint Training Trust:**

Effective January 1, 2019, the amount of the Contractor contribution shall be Forty cents (\$.40) through December 31, 2022\*

**Dues Check-Off:**

Effective January 1, 2019 through December 31, 2022\*, the amount of the Employee contribution shall be Sixty cents (\$.60) per hour worked

\*Note: Any increases in fringe benefits will be deducted from the respective years wage increase