

A G R E E M E N T

BETWEEN

ASSOCIATED WALL AND CEILING
CONTRACTORS OF OREGON AND SOUTHWEST WASHINGTON, INC.
AND
OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL
ASSOCIATION
PLASTERERS LOCAL #82 OF PORTLAND, OREGON

This Agreement made and entered into this day, August 12, 2013, thru June 30, 2016, between the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., acting for its members, these parties being referred to herein after as the "Contractor", which word for the purpose of this agreement shall be construed to mean, jointly or severally, as the context may call for, all of the members of said Association and Operative Plasterers and Cement Masons International, Local Union #82, of Portland, Oregon, referred to hereinafter as the "Union".

PURPOSES

The purposes of this Agreement are to establish harmonious relations and uniform conditions of employment, a Pension Plan, an Apprenticeship Plan, a Health & Welfare Fund, and a Promotion Fund, between the parties hereto, to promote the settlement of labor disagreements by consultation and arbitration, to prevent where possible strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of all work covered by this Agreement, generally to promote the plastering industry, and encourage a spirit of helpful cooperation between the Employer and the employee groups to their mutual advantage and the protection of the investing public.

ARTICLE OF AGREEMENT

ARTICLE I. TERRITORY AND JURISDICTION

Section 1. This Agreement shall cover the entire State of Oregon, and the following area in the State of Washington: The Counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, and that portion of Pacific County South of a straight line made by extending the North boundary line of Wahkiakum County West to the Pacific Ocean, plus the Southern half of Lewis County, Washington. Note: It is mutually agreed that any Local Union whose headquarters are outside the territory described herein, but whose jurisdiction is within the 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.

Section 2. The work covered by this Agreement shall be as follows:

All interior or exterior plastering systems to include, but not be limited to, cement, stucco, simulation stone or any patent material when cast, the setting of same, sticking of corner beads, the plastering and finishing with hot composition materials in vats, compartments or wherever applied; the application of crushed, marble or ceramic chips and broken glass where imbedded in plaster, cement, or other materials. The plastering of all joints, nail holes, bruises, etc., on wall board, including the texturing and spraying of ceilings, regardless of the base, and whether applied by machine or the hawk and trowel; Venetian and all decorative type plaster, the fireproofing of all building assemblies including, but not limited to, all steel beams, columns, metal decks and vessels with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum or metal lath or directly; the grouting and filling of door bucks, runners and similar installations; all ornamental type plastering, including casting, installing and pointing of pre-cast cornice, columns, domes, niches, pilasters, beams, etc., all moldings run in place or cast; all types of theme type plaster, including rock and waterscape scenes; the setting in place of plasterboard, ground blocks, patent dots, cork plating, polystyrene or fiberglass for EIF Systems including temporary nailing, cutting and fitting in connection with the sticking of the same, regardless of thickness; sticking, nailing and screwing of all composition

caps and ornaments; preparing, scratching and browning of all ceilings and walls when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of terrazzo or tile and the application of any plastic material to the same; all waterproofing of work included in the plasterers' jurisdiction, such as cutting and placing of nylon mesh, and the plastering of both coats and the finish of EIF Systems and all other exterior wall insulation and plaster finish systems, regardless of the tools used, and regardless of the type of base these materials may be applied to, and the plastering of radiant heat ceilings, regardless of material or methods of application used. The application of all bonding agents, interior and exterior, and mastic, the spraying of or application by hand, troweling or finishing of Nu-Klad, Block-bond, Thoro-Seal, and all other epoxy materials on ceiling and walls. The placing of fiberglass tape on veneer and the preparation of walls and ceilings to receive any of the above mentioned work processes.

Section 3. This contract applies to job site plastering foremen who direct the work of journeyman plasterers and apprentices. Each such foreman shall be a qualified journeyman plasterer. The foreman shall be a member of the Union in good standing.

Section 4. Plasterers shall have control over the air pressure, and the plasterer on the nozzle must have control of the switch to turn the gun off and on. (The cleaning of the machine shall be optional.)

Section 5. The Union and the respective members of the Union shall work only for recognized and qualified contractors, employers who supply all material and labor who carry liability compensation insurance and social security, and who have agreed in writing to abide by the terms of this Agreement. Provided, however, that the Union may work for municipalities and counties of the State of Oregon, Southwestern Washington, School District, Job Corp, Port of Portland, and the United States Government, or on such other jobs as may be covered by special agreement entered into by the Building & Construction Trades Council that has jurisdiction or the International Association of the O.P. & C.M.I.A.

ARTICLE II.

RECOGNITION

The Employer, as a result of a National Labor Relations Board election resulting in certification of the exclusive representative of its employees, recognizes the Union under Section 9(a) of the National Labor Relations Act as sole and exclusive bargaining representative of all plasterer foreman, journeyman plasterers, , artisans, apprentice plasterers and plastering shop hands in the employ of the Employer with respect to wages, hours, and all other terms and conditions of employment on any and all work described herein. All Superintendents for whom contributions have been paid into the fringe benefit trust funds in this Agreement shall continue to be members of the bargaining unit.

ARTICLE III.

HIRING OF MEN

Section 1. (a) The Contractor and the Union agree to observe the Federal and State laws prohibiting discrimination in employment on account of age, sex, race, color, creed, or national origin.

(b) The Contractor recognizes the Union as the sole and exclusive bargaining representative of all journeymen and apprentice in the employment of the Contractor with respect to wages, hours, fringe benefits and other terms and conditions of employment on any and all work covered by this Agreement.

(c) All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the dates of their employment, or the effective date of this Agreement, whichever is later. All requests by the Union for removal of any employee for non-payment of or failure to tender initiation fees and/or dues shall be made to the Contractor in writing, in which event the Contractor agrees to remove the employee involved.

(d) All employees who are members of the Union, and violate the working rules, wages, and conditions set forth by Article 13, the Executive Board has the right to request the removal of that individual from employment, and the contractor agrees to abide by the Executive Board's decision.

(e) In order to perpetuate the skills required in the industry covered by this Agreement and to promote the employment of competent and experienced help necessary for production, good workmanship and efficiency, it is agreed: That the Union shall establish and maintain open and Non-Discriminatory lists for employment of workmen in the work and area jurisdiction of the Union. As used herein, the term "Open and Non-Discriminatory" employment list means that the selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any aspects or obligations of Union membership, policies or requirements.

That the Contractor shall first call upon the Union for such Journeymen and Apprentices as he may from time to time need, except that the Contractor may call and hire his regular or normally hired employees directly, and the Union shall immediately use its best efforts to furnish to the Contractor the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractor.

That the Union will furnish each such required competent workman or skilled mechanic entered on its list to the Contractor by use of a written referral and will furnish such workmen or skilled mechanics from the Union's listings provided that the Contractor shall have the right to call for and obtain from the list any specifically named workmen without regard to the requested man's place on the out-of-work list. It shall be the obligation of the Union in all cases to disclose to the Contractor on request the names of all workmen who at the time of such request are on the out-of-work list.

The contractor agrees not to trade or refer employees from one Contractor to another, but to call the Union for men on the out-of-work list.

(f) In hiring and lay-off, the Contractor further agrees to give preference to employees previously employed as journeymen plasterers or apprentice plasterers who have resided and have been employed in the geographical area of the Local Union covered by this Agreement for a period of one year.

(g) Superannuated Retired employee's scale to be agreed upon by the Contractor, Individual and Union at the time of employment.

(h) The Union shall have the right to select a shop steward on all jobs. He shall not be discriminated against for the performance of the duties of a shop steward. If not done within a week, the Business Agent shall appoint one from among the men on the job.

(i) The Business Agent of the Union shall be permitted to visit any job or project at any time. The Contractor shall assist the Business Agent in securing admissions to those projects that have military or other security regulations.

(j) Experienced and skilled employees will be referred to the Contractors for the consideration of employment in the plastering or drywall field.

(k) It is understood that any part of this Agreement that is in conflict with any part of the Federal or State Laws, the Federal or State Laws will have precedence over the terms of this Agreement, and the rest of the Agreement will remain in effect.

(l) The Union agrees to enter into a "Key Man" agreement with the contractors that are signatory with both Local 82 and sister OPCMIA locals, providing that a contractor covered by this Agreement may bring up to three key Employees into the Union's jurisdiction, provided that the first shall be a foreman and provided that a qualified on call member be hired prior to each key man there of. Said Employer shall be permitted to make contributions to the Employees Trust Fund on behalf of their Key Employees. Provided, however, that the Key Employee is cleared through the Union and pays full monthly dues, hourly dues check-off, and the Employer pays full contributions to the Apprenticeship and Training Fund, Market Recovery Fund, Promotion Fund, and any current assessments for the entirety of his/her employment in the jurisdiction of the Union.

Section 2. The union agrees that it will not refer any men to any Plastering Contractor, General Contractor, Builder or Owner who does not comply with the terms of this Agreement, except if the contractor is signatory to the

Operative Plasterers & Cement Masons, International Agreement.

Section 3. When new applicants for employment are hired, the names of such applicants shall be promptly reported to the Union within forty-eight (48) hours.

Section 4. Employees shall not be permitted to haul equipment or materials to or from jobs in their own vehicles or to furnish any equipment other than their plastering tools.

Section 5. The Shop Steward shall be allowed ample time to check the Job.

Section 6. Plasterers will take orders only from Employers, Superintendents of employers or Plaster foreman (not the jobsite Carpenter).

Section 7. The Contractor agrees to give his support and cooperation with the Union in changing or adding to the City Plastering code for the betterment of the industry, and fill out the necessary forms to establish prevailing wages for Davis-Bacon Bacon work when requested by the Union. If the voters or legislature should repeal the Oregon Prevailing Wage laws (Little Davis-Bacon), the contract may be re-opened by either party with a thirty (30) day written notice to the other party.

ARTICLE IV. WAGES AND HOURS

Section 1. The wage scale per hour for journeyman plasterers on commercial and residential work shall be: See current Schedule A:

Effective 08-12-2013 Pension Increase \$1.00 from Labor; \$1.20 from Management.

Effective 07-01-2014 Pension Increase \$0.70 from Labor; \$0.70 from Management.

Effective 07-01-2015 Wage opener.

Effective 08-12-2013 Vacation Deduction per hour \$ 1.00

Effective 08-12-2013 Dues Ck-off Deduction per hr. \$ 1.93

It is agreed that the Union may elect, on thirty (30) days written notice, to divert any part of the Base Pay to additional contributions to the Health and Welfare, Pension, and/or Vacation Fund, or Dues Check Off.

Eight (8) hours shall constitute a day's work between the hours of 6:00 A.M. and 5:00 P.M., Monday through Friday (for Shift Work see Section 5 of this Article). If any employee is sent to any job by the Contractor and is not put to work, he/she shall be compensated one (1) hours' pay. It is the Contractor's responsibility to notify the employees if they are not to report for work. If an employee is put to work, he/she shall receive not less than 1/4 day (one-quarter) pay. Anytime a journeyman works past the first two hours of a normal day, he/she shall receive not less than 1/2 (one-half days pay). Any time a Journeyman works past lunch period, he/she shall receive not less than 3/4 (three-quarters) day pay. After the third quarter the journeyman shall receive not less than a full day wages. Provided discontinuance of work is at the direction of the Contractor or Contractor's representative. All other time will be listed below:

Over eight (8) hours up to ten (10) hours shall be paid at time and one-half (1/2); thereafter double-time. Saturday shall be paid at time and one-half (1/2) for the first eight (8) hours; thereafter at double-time. Sunday shall be paid at the double-time rate.

All overtime work shall be reported to the Union by the Contractor and Employee before starting, except if it is less than two (2) hours at the end of a regular shift, Monday through Friday.

Any employee required to work overtime more than two (2) hours, shall quit at the regular time and take not less than one-half (1/2) hours rest before returning to work, and observe the same hours as apply to work during regular working hours, except overtime be paid by the hourly rate instead of quarter time.

Employees working Sundays or on the following holidays: -NEW YEARS DAY, MEMORIAL DAY, JULY 4TH, THANKSGIVING DAY, the day after THANKSGIVING, and CHRISTMAS DAY, shall be paid at the rate of DOUBLE TIME. Work shall be allowed on LABOR DAY, with the COMPLETE APPROVAL BY THE UNION before work commences. Whenever the above holiday falls on Saturday, the preceding Friday will be considered a legal holiday. Whenever the above listed holidays fall on Sunday, the following Monday shall be considered the legal holiday.

Section 2. ZONE PAY:

Effective August 12, 2013 such allowance shall be paid:

- All jobs or projects located less than thirty (30) miles will be Zone "A" which is a Free Travel Zone
- All jobs or projects located more than thirty (30) miles and less than forty (40) will be Zone "B" allowance. The basic rate will be (\$0.85) per hour.
- All jobs or projects located more than forty (40) miles and less than fifty (50) will be Zone "C" allowance. The basic rate will be (\$1.25) per hour.
- All jobs or projects located more than fifty (50) miles and less than sixty (60) will be Zone "D" allowance. The basic rate will be (\$1.70) per hour.
- All jobs or projects located more than 60 miles and less than seventy (70) will be Zone "E" allowance. The basic rate will be (\$2.00) per hour.
- All jobs or projects located more than seventy (70) miles and less than one hundred (100) will be Zone "F" allowance. The basic rate will be (\$3.00) per hour.
- All jobs or projects located more than one hundred (100) and less than three hundred (300) will be Zone "G" allowance. The basic rate will be (\$5.00) per hour.
- All jobs or projects located more than three hundred (300) miles will be Zone "H" allowance. The basic rate will be (\$10.50) per hour seven (7) days a week for eight (8) hours unless other arrangements are made between the Union and the Contractor.

From Portland, Medford, Salem, Eugene, and Bend, Oregon, Zones will be from said cities City Hall to job site address.

Dispatch points are determined by Contractors' place of business closest to the above cities. Employees hired on site of the above named cities shall not be entitled to zone pay.

Over 300 miles from employers place of business, if the employee is not worked on Saturday or Sunday, the Employer shall have the option of paying zone pay at \$85.00 per day for Saturday and Sunday or paying mileage for an additional round trip from the city of the employers place of business.

If any craft commonly contracted to AWCC members receives better conditions on travel and/or parking during this Agreement, the Plasterers are to receive the same.

Section 3. FOREMEN: Effective 06-01-08 Foremen shall receive \$2.00 per hour above Journeymen Scale. On all jobs with three (3) or more employees, the Contractor shall designate a jobsite foreman. The Foremen shall be a qualified Plasterer Journeyman.

Eight hours shall constitute a regular shift between the hours of 6:00 A.M. and 5:00 P.M., Monday through Friday, and be paid at the above listed rates. All other time will be as listed below.

Over eight (8) hours up to Ten (10) hours shall be paid at time and one-half: thereafter double time. Saturday shall be paid at time and one-half for the first eight hours: thereafter at double time. Sunday shall be paid at the double time rate.

Section 4. MAKE UP DAY: An employee who does not have forty (40) hours worked during the Monday through Friday work week due to inclement weather shall have the option of working Saturday at the straight time rate of pay on exterior work only. In assigning Saturday work, crew members working on a particular job the previous work day shall have a right of first refusal regarding work performed on that job. In the event that a crew member refuses to work on Saturday, another employee may be used in his place, provided that employee has also less than forty (40) hours worked. The number of men performing the Saturday work shall not be greater than the number that worked on the particular job on the previous work day. The employer will notify employees on Friday if there will be work the following day. Any disputes arising under this Section shall be submitted to the Joint Labor Management Committee for hearing and determination. Employers found to have violated this Section may be denied the right to utilize its provisions in the future.

Section 5. SHIFT WORK: Shifts may be set outside regular hours (upon notice to the Local Union) prior to commencing work. When such shifts are set, eight hours shall constitute a shift and shall be paid at the straight time hourly rate, plus ONE DOLLAR premium pay per hour.

 A four (4) day - 10 hour shift may be established Monday, Tuesday, Wednesday, Thursday or Tuesday, Wednesday, Thursday, Friday.

 No employee shall work shift work for any other Contractor unless there is at least a four (4) hour span after his normal eight (8) hour shift.

Section 6. NOZZLEMEN: Nozzlemen on plastering machines shall be a Journeyman Plasterer and shall receive \$2.00 per hour for at least eight (8) hours per day over the applicable scale on days that the machine operates.

Section 7. SWINGING SCAFFOLD: All swinging scaffold work to be \$1.00 per hour above regular hourly scale.

Section 8. VACATION DEDUCTION: The Plasterers Vacation Trust Fund merged into the Plasterers Health and Welfare Trust on July 1, 2004. The Contractor shall deduct the sum of \$1.00 (one dollar) per hour paid from the wages of each journeyman and apprentice and pay said sum to the Cement Masons Health and Welfare Trust Fund, for the benefit of said employees. The Parties agree that the Health and Welfare Trust Fund Agreement, and any amendments, modifications, renewals, restatements thereof, and all future modifications and amendments are hereby incorporated by reference in this agreement and that the trustees of said Vacation Trust Fund are authorized to act on behalf of the parties to this agreement; and further, that signatory employers not represented by the Associated Wall and Ceiling Contractors designate the Employer Trustees provided in said Trust Fund, and acknowledge that said representatives have authority to bind them to any changes, modifications, and amendments to the Trust Agreement during the life of this agreement, including any extensions thereof.

Section 9. UNION DUES DEDUCTION: 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 the applicable law during the life of this agreement.

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 to Plasterers' Fringe Benefit Fund. Said amount to be determined by the Union and written notice of change will be given to Employers with 30 days.

Section 10. PAY PERIODS: The Contractor agrees to pay employees weekly in lawful money of the United States currency, or by a check honored immediately. In the event a workman is fired, he/she shall be paid in full at the time his/her services are thus discontinued. No employee shall work for any Contractor who is in violation of this Article. Contractors shall be obligated to mail checks for wages due in full on the following pay day, but not later than the next regular pay day, upon a plasterer quitting the job. All Contractors who issue bad (insufficient) checks shall, as soon as it comes to the attention of Local #82, have all their men taken away from them.

All employees shall be paid not later than five (5) working days following the end of each payroll period.

All employee's pay must be either paid at job completion or check mailed within twenty-four (24) hours of termination. Any employee who is fired, except for intoxication, must be paid at the time of discharge.

Section 11. BREAK PERIODS:

(a) Employees shall be allowed a ten (10) minute rest period each day worked in the mid-morning. The exact time to commence said "rest" period to be at the foremen's direction.

(b) Lunch period will be started at or about mid-day, or at the discretion of the foreman

(c) Employees shall be allowed the last TEN (10) minutes of each shift time in which to change their clothes.

ARTICLE V. HEALTH AND WELFARE

Section 1. The Contractor agrees to pay, based on employees hours worked, Health and Welfare benefits to the

Cement Masons Health and Welfare Trust Fund on behalf of all employees covered by this agreement for the purpose of establishing health and welfare benefits.

Section 2. Such payments shall also be made for all work performed by the Contractors outside of the jurisdiction of the signatory locals whenever the legal residence of the employees who are so working is within the jurisdiction of the signatory locals.

Section 3. Whenever a Contractor becomes delinquent in making payments to any of the Trust Funds provided for herein and is delinquent for two (2) consecutive months such Contractor shall thereupon deposit either a cash bond or indemnity bond with the Administrator of said Trusts to guarantee that said Contractor will make all of such payments to said Trusts thereafter. Said bond shall be in an amount equal to the largest amount paid by said Contractor to all of said Trusts for any month during the twelve (12) months preceding said delinquency and in no event shall said bond be in amount less than \$3,000.00. The Trustees of said Trusts may order an audit of employee earnings and hours worked when, in their discretion, verification of contributions is required. The Contractor will have to pay for this audit if found to be delinquent. See Section 9, 10, and 11, of the Trust Agreement amended on October 1, 1987.

Section 4. The Contractors hereby ratify and adopt the provisions of the Trust Agreement dated March 17 1955, and amendments thereto subsequently adopted, between the Contractors' Association and Operative Plasterers Local #82; and Signatory employers not represented by the Employer Association hereby designate the Employer Trustees provided for in said Trust Agreement as their representatives in the administration of the Trust Fund.

Section 5. In case of a government established medical benefits program that satisfactorily replaces the now established Health and Welfare Program (the Union and Contractor shall deem what is satisfactory) the amount contributed per hour by the Contractor to Health and Welfare Funds. The amount of increase or decrease will be equally divided between the Union and Contractor.

ARTICLE VI.

PENSIONS

Section 1. In addition to the wage scale listed herein, all persons, firms or corporations who are signatory parties to this Agreement shall pay to the Plasterers Pension Trust Fund.

Section 2. It is further agreed that the trust fund established for the purpose of providing pension benefits shall be one that is jointly established and equally administered by Trustees from the Contractor and the Union.

Section 3. The parties agree that the Pension Trust Fund Agreement, amendments modification, renewals, restatement, and all future modifications and amendments are hereby incorporated by reference in this agreement and that the trustees of said Pension Trust Funds are authorized to act on behalf of the parties to this agreement; and further, that signatory employers not represented by the Associated Wall and Ceiling Contractors hereby designate the Employers Trustees provided in said Trust Agreements, to act as their representatives in the administration of the Trust Fund, and acknowledge that said representatives have authority to bind them to any changes, modifications, and amendments to the Trust Agreements during the life of this agreement, including any extensions thereof.

ARTICLE VII.

PROMOTIONS

Section 1. The Contractor agrees to pay the sum of \$.25 (Twenty Cents) per compensable hour for each plasterer, including apprentices, covered by this Agreement, to the Wall and Ceiling Industry Promotional Fund, to promote and develop by institutional and other lawful promotional means a market for lath, Plaster, and Stucco.

Section 2. The parties agree that the Promotion Trust Fund Agreements, their amendments, modifications, renewals, restatement, and all future modifications and amendments are hereby incorporated by reference in this agreement and that the trustees of said Promotion Trust Funds are authorized to act on behalf of the parties to this agreement; and further, that signatory employers not represented by Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., hereby designate the Employer Trustees provided in said Trust Agreements, to act as their representatives in the administration of the Trust Fund, and acknowledge that said representatives have authority to bind them to any changes,

modifications, and amendments to the Trust Agreements during the life of this agreement, including any extensions thereof.

ARTICLE VIII. MISCELLANEOUS CONDITIONS

Section 1. SHOP HANDS: In order for any Employer to be eligible to employ shop hands they must strictly adhere to the specific regulations as follows:

Shop Hands must be registered with the Union by the Employer prior to being placed and must be dispatched by the Union. Shop Hands must become and remain members of the Union.

The contractor may employ one (1) Shop Hand for five (5) regular employees (including applicators) and two (2) Shop Hands for ten (10) or more regular employees. No employer shall employ more than two (2) Shop Hands regardless of the number of persons working for him. No Employer shall employ a Shop Hand if the Union or the Labor Management Committee finds such employment detrimental to the Apprenticeship Program.

All Shop Hand persons employed after June 1, 2002, shall be paid at 45% of Journeyman Base Rate plus Dues Check-Off, Vacation and Health and Welfare. After one year of employment, Shop Hands shall receive 45% of Journeyman Base Rate plus Full Fringe Benefits: Dues Check-Off, Vacation, Health & Welfare, and Pension. Employer shall also pay Apprenticeship and industry Promotion contributions on all hours worked by Shop Hand employed for one year or more.

Section 2. Shop Hand - Scope of Work: Shop Hand persons will not be allowed to work with any tools of the Plasterer Trade or perform any of the work normally done by Journeymen or Apprentices with the exception they may:

(a) Drive shop trucks and transport material and equipment, and do loading and unloading.

(b) Normal clean up work at the shop and job site pertaining to the Plastering Trade.

Any Contractor found in violation of the regulations pertaining to Shop Hand persons will be subject to such penalty as the Labor Management Committee deems necessary.

Section 3. No Contractor shall subcontract any part of this contract, including ornamental, fireproofing, and acoustical plaster, to any firm not signed to this agreement.

The Contractor agrees to do both the "brown coat" and "finish coat" in plastering electrical radiant heat ceilings and shall use only plasterers.

For violation of the above, the Union shall take such action as covered in other sections of this Agreement.

Contractors signatory to this Agreement shall not establish or own any interest in any firm engaged in work covered in this Agreement unless such firm is a party to a Collective Bargaining Agreement with this Union.

Section 4. One (1) Contractor of each firm may work at the trade covered by this Agreement when one or more journeyman or apprentices are employed on any job not exceeding one thousand (1000) square yards, one (1) Contractor of each firm may work when two or more journeymen are employed on said job. two (2) Contractors of each firm may work at the trade when more than ten(10) journeymen are employed on the job by such contracting firm, and such Contractor or Contractors who so work must be designated by the firm of which they are members as the working members at the time of the signing of this Agreement. It is further provided that the working Contractor may do patching alone, not to exceed one (1) day's work, on jobs formerly done by said Contractor.

ARTICLE IX TOOLS, EQUIPMENT AND MATERIALS

Section 1. There shall be no restriction on the use of tools, equipment or material furnished by the Contractor.

Section 2. Before any plasterer starts work on any job, he must see that rods and feather edges are on the jobs, the same to be furnished by the contractor. All mortar boards

must be raised at least eighteen (18) inches above the scaffold and at least twenty-four (24) inches above the floor.

Section 3. Step ladders shall be provided by the Contractor on all jobs having ceilings or walls nine (9) feet or more in height, where steps are not a part of the scaffolding.

Section 4. In case of breakdowns on machine operated jobs, the Journeymen shall have the right to finish out the day by the usual method, if at all possible.

Section 5. STILTS: Employees may use stilts at their discretion. If employees use their own stilts, they must be kept in good repair. Employers agree to pay for parts/materials for repair of employees stilts. No employee shall be requested to, nor shall he be required to work on stilts under unsafe conditions.

The Contractor shall maintain the stilts in a condition approved by the Workmen's Compensation Board and the Union. No man may be discharged for refusing to work on stilts. The Union reserves the right to cancel the use of stilts on sixty (60) days written notice.

ARTICLE X.

APPRENTICES

Apprenticeship employment shall conform to rules and regulations as established by the Apprenticeship Sub-council which by reference are made a part of this agreement (per attached schedule). Apprentice plasterers shall not operate the gun more than eight (hours in a week until two (2) years of apprenticeship has been served. Any Employer who employs four (4) journeymen and requires additional men, the fifth man shall be an apprentice from the ranked pool of eligibles, unless the Union deems that there are too many unemployed journeymen.

The sum of \$.55 (fifty-five cents) per hour worked will be paid to the Apprenticeship Trust and administrated by Plasterers Local #82. These said funds will be spent solely for the maintenance of the trust legally, and the items necessary for the training of Apprentice Plasterers.

ARTICLE XI.

HEALTH AND SAFETY MEASURES

Section 1. Health laws and safety measures of City, State, and OSHA shall be strictly observed, and employees shall not be discriminated against for calling attention to violations.

Section 2. All scaffolds shall be erected to conform with the Oregon Safety Code and OSHA.

Section 3. The Contractor is required to furnish a dressing room with heat on all jobs when practical.

Section 4. On inside jobs where gasoline plastering machines are used, necessary precautions must be taken to prevent exhaust fumes.

Section 5. No employee will work where open salamanders, gasoline oil, or any type of "drying out" equipment is used, that is injurious to the health of employees.

Section 6. Nozzelmen on plastering machines and marble dash guns shall be provided with filter masks approved by the state of Oregon.

ARTICLE XII. DRUG TESTING

Section 1. 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.

Section 2. All testing will be paid for by the Employer. Regardless of the results of the drug test the employee will be paid at his/her hourly wage rate and fringes for the time required to take the test.

Section 3. 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.

Section 4. For the purpose of administering the Drug and Alcohol Program, the Wall and Ceiling Industry Drug Free Workplace Program will be incorporated into this agreement.

ARTICLE XIII. EMPLOYMENT INSURANCE

Employees, as a condition of employment, shall be protected by unemployment insurance, regardless of the number of men employed by the Contractor. The Contractor agrees to apply for this coverage.

Any Contractor who becomes a violator of the rules, either through failure to pay the wages, observe the hours, or who persists in doing work detrimental to the trade, the Union reserves the right to refuse work for him and deny him the right to re-register for a period of time, same to be set according to the gravity and seriousness of the violation. The Union reserves the right to cite any Contractor before its Executive Committee for alleged violations of the contract; provided, however, that if such Contractor shall feel aggrieved by the decision of such Executive Committee, he shall have the right to appeal such decision to the Labor Management Committee herein provided and the decision of the Labor Management Committee shall be final.

ARTICLE XIV.

LABOR MANAGEMENT COMMITTEE

Section 1. There shall be established a Joint Labor Management Committee whose employer members shall be appointed by the Associations, and whose labor members shall be appointed by the Plasterers Union. The Committee shall consist of four (4) members representing management and four (4) members representing labor. A minimum of two (2) representing each party shall be necessary to establish a quorum for the purpose of conducting business.

The Committee may initiate action on its own; investigate and hold hearings on grievances and disputes; award and assess remedies, damages, and penalties for violations of the Agreement; issue interpretive rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this agreement with the approval of both parties, appoint or hire such persons or committees as may be necessary to aid the Committee in the performance of its duties.

The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, hours of work or any other such item as set forth in this Agreement. They may initiate or recommend or conduct audits of any employer's records

covering the obligations under this Agreement. It shall be their duty to see that the audits are conducted in a prescribed manner, and establish a policy regarding payment of audit expenses.

Any expenses of the Committee will be borne equally by the party's signatory to the Labor Agreement. The Committee shall meet regularly and special meetings may be called by either party under policies set up by this Committee and recorded in the Committee minutes.

Section 2. If a dispute shall arise under this Agreement, and such dispute cannot be resolved between the local union involved and the employer, or his representative, the dispute shall be referred to the Joint Labor Management Committee for hearing. If a dispute is referred to the Joint Labor Management Committee, written notice of such dispute shall promptly (in no event later than ten (10) days) be given by the offended party (either Employer or the Union) to the other party. There shall be no strikes or lockouts prior to a determination by this Committee.

Section 3. The Joint Labor Management Committee shall convene within forty-eight hours of the submission to it of any matter in dispute and controversies shall be heard in such manner as the Committee may determine. The decision of the Committee, which in all cases shall be rendered within forty-eight (48) hours of the hearings, shall be by majority vote. In the event of failure to decide any matter submitted to it, the members of the Committee shall forthwith agree upon a fifth disinterested party, who shall act as umpire and cast the deciding vote. The parties hereto agree the decision of this committee shall be final and binding upon them.

Section 4. If the parties are unable to agree upon the impartial arbitrator within a period of five days, then either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven names. If the parties cannot agree, then they shall go to the Federal Mediation and Conciliation Services. After receipt of the names of the seven arbitrators, the parties shall meet and alternate in striking names from the list, with the first striking decided by the tossing of coin. The remaining name, after each party has struck three names, shall be the impartial arbitrator.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XV. RECOGNITION OF AUTHORIZED PICKET LINE

It is expressly agreed that it will not be considered a violation of this Agreement for an employee to refuse to cross or work behind a regularly authorized AFL-CIO picket line.

ARTICLE XVI. FORM APPROVAL

Section 1. It is stipulated and agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Mason International Association (Herein after called "International Association"), in approving this contract as to form and substance, the International Association, its Officers and Agents, shall not in any manner thereby become a party to this agreement, nor is there any duty, liability, or obligation imposed upon the International Association, any manner what-so-ever.

Section 2. It is further stipulated and agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Constitution and by-laws and is approved as to form and substance for that purpose only and no other.

ARTICLE XVII. DURATION OF AGREEMENT

Section 1. This Agreement shall remain in effect from August 12, 2013 thru June 30, 2016, and thereafter as herein provided. Written notice of the desire of any party to changes in the Agreement of June 30, 2016 or any year thereafter shall be served on the other party of interest not later than April 1, 2016 in which case the Agreement shall be open to proposed changes by the other party, but shall remain in effect until a new Agreement is executed.

Section 2. Proposals and Counter Proposals can be submitted in writing at any time after April 1, 2016, until both parties mutually negotiate and settle a new agreement.

Section 3. If no notice to open this Agreement is given by either party on or before April 1, 2016, it shall remain in effect from year to year. Either party who wishes to terminate this Agreement may do so by giving written notice at least ninety (90) days prior to June 30th of any year during the term of this Agreement.

ARTICLE XVIII. ADJUSTMENT

Section 1. In the event of the imposition of Federal wage controls, the parties agree to jointly submit a petition for approval of the wages indicated herein.

ARTICLE XIX. 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 and organizations whom their signatures purport to represent.

IN WITNESS WHEREOF, this Agreement, including Schedule "A" has been executed by the parties hereon, on this day of _____, 2013.

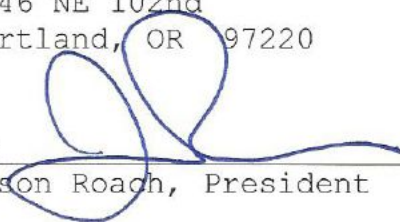
FOR THE UNION:




By
Calvin J. McKinnis II,
Business Manager


FOR THE ASSOCIATION:


Associated Wall and Ceiling Contractors of Oregon and
Southwest Washington, Inc.
4846 NE 102nd
Portland, OR 97220


By 
Jason Roach, President


By 
Ron Stafford, Negotiating Committee Chairman

ASSOCIATED WALL AND CEILING CONTRACTORS OF OREGON
AND SOUTHWEST WASHINGTON, INC.

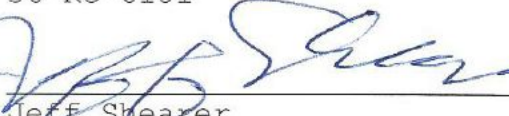

Richard E. Cronn
BILLINGS and CRONN CO.
36-RC-6174



Steven Rux
L.P. COMPANY
36-RC-6180


Brent Fulbright
CASCADE ACOUSTICS
36-RC-6175


Vaughn Grubaugh
PERFORMANCE CONTRACTING, INC.
36-RC-6181

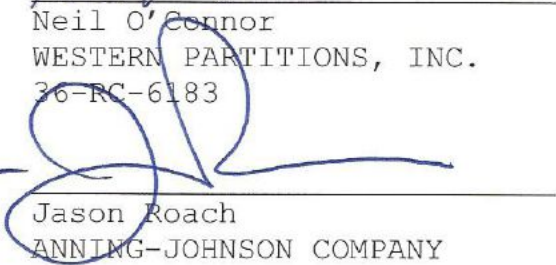

Mark Ohrling
HARVER COMPANY
36-RC-6177


Jeff Shearer
FRED SHEARER and SONS, INC.
36-RC-6182


Tim Hiller
HARLEN'S DRYWALL
36-RC-6185


Neil O'Connor
WESTERN PARTITIONS, INC.
36-RC-6183


Douglas McClain
MCG COMMERCIAL


Jason Roach
ANNING-JOHNSON COMPANY

Plasterers Local Union No. 82									
Operative Plasterers & Cement Mason International Association									
EFFECTIVE AUGUST 12, 2013									
Employee Paid Benefit					Employer Paid Benefits				
JOURNEYMAN	DUES CK. OFF	VACATION	TAXABLE SCALE	HEALTH & WELFARE	PENSION	APPRENT	TOTAL	PKG.	
\$ 24.93	\$ 1.93	\$ 1.00	\$ 27.86	\$ 6.75	\$ 9.25	\$ 0.55	\$ 44.41		
APPRENTICE PERCENTAGES									
55%	\$ 15.17	\$ 1.68	\$ 17.85	\$ 6.75	\$ 6.95	\$ 0.55	\$ 32.10		
60%	\$ 16.54	\$ 1.68	\$ 19.22	\$ 6.75	\$ 6.95	\$ 0.55	\$ 33.47		
65%	\$ 17.90	\$ 1.68	\$ 20.58	\$ 6.75	\$ 6.95	\$ 0.55	\$ 34.83		
70%	\$ 19.27	\$ 1.68	\$ 21.95	\$ 6.75	\$ 6.95	\$ 0.55	\$ 36.20		
75%	\$ 20.64	\$ 1.68	\$ 23.32	\$ 6.75	\$ 6.95	\$ 0.55	\$ 37.57		
80%	\$ 22.01	\$ 1.68	\$ 24.69	\$ 6.75	\$ 6.95	\$ 0.55	\$ 38.94		
90%	\$ 24.74	\$ 1.68	\$ 27.42	\$ 6.75	\$ 6.95	\$ 0.55	\$ 41.67		
SHOP HANDS									
\$ 12.80	\$ 1.26	\$ 1.00	\$ 15.06	\$ 6.75			\$ 21.81		
FOREMANS WAGE:									
\$ 2.00	PER HOUR MORE THAN SCALE								
NW Wall & Ceiling Promotion Group Contribution Rate									
\$0.25/hr									

SCHEDULE B									
<i>Plasterers Local Union No. 82</i>									
Operative Plasterers & Cement Mason International Association									
EFFECTIVE AUGUST 12, 2013									
Employee Paid Benefit					Employer Paid Benefits				
JOURNEYMAN	DUES CK. OFF	VACATION	TAXABLE SCALE	HEALTH & WELFARE	PENSION	APPRENT	TOTAL PKG.		
\$ 21.76	\$ 1.77	\$ 1.00	\$ 24.53	\$ 6.75	\$ 7.05	\$ 0.55	\$ 38.88		
SHOP HANDS									
\$ 12.80	\$ 1.26	\$ 1.00	\$ 15.06	\$ 6.75			\$ 21.81		
FOREMANS WAGE:									
\$	2.00	PER HOUR MORE THAN SCALE							
NW Wall & Ceiling Promotion Group									
Contribution Rate \$0.25/hr									