



## **2017 Letter of Understanding**

### **Preamble**

This agreement will document the understanding with respect to the current collective bargaining agreement between the members of Associated Wall & Ceiling Contractors of Oregon & Southwest Washington (the Association) and Operative Plasterers and Cement Masons International Association Local #82 (the Union). It is agreed between the Association and the Union as follows:

### **Agreement**

This agreement is intended as a multi-year strategy to gain hours and pension sustainability. The following is effective as of January 1, 2018.

1. The current agreement originally effective July 1, 2015 is extended to June 30<sup>th</sup>, 2019 to allow time to gain membership and hours in an effort to support the local and the pension fund.
2. A contractor will continuously be appointed as trustee to the applicable pension trust.
3. The pension contribution shall be reduced by \$2.00 effective January 1, 2018, applying one dollar (\$1.00) to the wage and one dollar (\$1.00) to the market recovery fund as described in clause 5. As long as the Trustee's approve, if Trustee's do not approve, the LOU needs to be renegotiated.
4. The employers shall add five dollars \$5.00 per hour to the wage starting January 1, 2018, combined with one dollar (\$1.00) as described in clause 3, the total increase on the check shall be six dollars (\$6.00).
5. It is recognized that the International Union shall establish for Local 82 a market recovery fund.
  - a. The market recovery fund shall be initiated with a dedicated one hundred thousand dollars (\$100,000.00) loan from the International Union exclusively to Local 82. This loan is payable by Local 82 in full at the end of year seven (7) with payments required each year beginning in year three (3).
  - b. It is further recognized that the union has its own internal committee and controls for this fund including expectations for local industry hours required to continue the fund and supported with a deduction of not less than one dollar (\$ 1.00 per manhour worked throughout the seven year life of the Dedicated Market Recovery Loan or until the Loan is completely paid back whichever occurs first.
  - c. It is recognized that the PL Local 82 shall initially contribute one dollar (\$1.00) from the two dollars (\$2.00) listed in clause 3 above to fund the market recovery fund. If approved by Trustees.
  - d. Market recovery funds would be distributed at hourly rates at a maximum of ten thousand dollars (\$10,000) per project as determined by the market recovery committee to assist the



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industry in bidding work with care taken to not provide money to union contractors competing exclusively against one another. All signatory contractors bidding a Project that qualifies for Market Recovery funding shall have equal access to the available funding for that project.

6. OPCMIA has committed up to three organizing staff to assist in the campaign to increase membership for up to two years, as necessary and productive.
7. OPCMIA has committed to provide national or local trainers as necessary and productive to provide training for apprentices and journey to meet industry needs as directed by a local Joint Labor Management "Special Training" Committee.
8. It is agreed that the JATC should consider updating the apprenticeship program into a 3 year/6000 hour OJT program and increase base wages to attract applicants
9. Labor agrees that any and all single project agreements shall include local pension fund contributions.
10. All parties recognize the pension trustees intend to implement a broad benefit suspension in an effort to make the pension sustainable and agree to support this effort. All parties further recognize that the implementation of any suspension of benefits will be subject to the MEPRA application process, membership vote and trustee approval.
11. All Parties agree to work together to broaden plasterer scope of work to increase hours.
12. All Parties agree to regular monthly or as needed labor/management meetings to discuss progress and needs regarding training courses and schedules and hours updates.

### **Authority to Agree**

1. The parties hereto recognize that the Association is not acting or negotiating as a multi-employer group but rather as an agent for the Wall and Ceiling Industry contractors, with each firm retaining authority to accept or reject the product of said negotiations.
2. The union understands that certain individuals will be members of the Association's bargaining committee because of their general experience in the Wall and Ceiling Construction Industry and not as authorized representatives of any firm other than their own, unless specifically so designated in writing.



## 2017 Letter of Understanding

Operative Plasterers & Cement  
Masons International Association

By: *Daniel E. Stepano*

Printed: Daniel E. Stepano

Date: 2/7/2018

AWCC Contractors

By: *Steve M. Rux*

Company: LP Co.

Printed: Steven M. Rux

Date: 1.4.2018

By: *Brent Fulbright*

Company: Cascade Acoustics Inc.

Printed: Brent Fulbright

Date: 12-14-17

By: *Rus Eisentrauer*

Company: Performance Contracting Inc.

Printed: Rus Eisentrauer

Date: 12/19/17

By: *Tom Hill*

Company: Harlen's Drywall

Printed: Tom Hill

Date: 1/9/18

By: *Debbi McPlain*

Company: MCG Commercial

Printed: Debbi McPlain

Date: 1-4-18

Operative Plasterers &  
Cement Masons International  
Association Plasterers Local #82

By: *Kurt Sickles*

Printed: Kurt Sickles

Date: 1-9-18

AWCC Contractors

By: *Neil O'Connor*

Company: Western Partitions Inc.

Printed: Neil O'Connor

Date: 12-4-2017

By: *John Park*

Company: Fred Shearer & Sons

Printed: John Park

Date: 12-4-17

By: *Joy Swiberg*

Company: Interior Exterior Specialties

Printed: Joy Swiberg

Date: 1-4-18

By: *Kevin Huns*

Company: The Harver Company

Printed: Kevin Huns

Date: 12-4-17

By: *Jason Rotech*

Company: Anning Johnson Company

Printed: Jason Rotech

Date: 12/4/17