

AGREEMENT  
BETWEEN  
ASSOCIATED WALL & CEILING  
CONTRACTORS OF OREGON  
AND  
SOUTHWEST WASHINGTON  
AND  
OREGON & SOUTHERN IDAHO  
DISTRICT COUNCIL OF LABORERS  
JUNE 1, 2016 - MAY 31, 2021

# TABLE OF CONTENT

## AWCC HOD CARRIERS

6/1/2016-5/31/2021

PURPOSE OF AGREEMENT		
ARTICLE 1	TERRITORY	PAGE 3
ARTICLE 2	JURISDICTIONAL DISPUTES	PAGE 3
ARTICLE 3	QUALIFICATION AND AVAILABILITY OF LABORERS	PAGE 3
ARTICLE 4	RECOGNITION AND HIRING PROCEDURES	PAGE 3
ARTICLE 5	APPRENTICES	PAGE 6
ARTICLE 6	JURISDICTION	PAGE 7
ARTICLE 7	HOURS OF WORK	PAGE 8
ARTICLE 8	OVERTIME	PAGE 9
ARTICLE 9	WAGE SCALES	PAGE 9
ARTICLE 10	WORKING CONDITIONS	PAGE 10
ARTICLE 11	ZONE PAY AND TRAVEL RELATED EXPENSES	PAGE 11
ARTICLE 12	FRINGE BENEFIT PAYMENTS	PAGE 12
ARTICLE 13	HEALTH AND WELFARE TRUST	PAGE 12
ARTICLE 14	PENSION PLAN TRUST	PAGE 12
ARTICLE 15	TRAINING	PAGE 13
ARTICLE 16	LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST	PAGE 14
ARTICLE 17	UNION DUES DEDUCTION	PAGE 14
ARTICLE 18	PAY DAY	PAGE 15
ARTICLE 19	GOVERNMENT REQUIREMENTSS	PAGE 15
ARTICLE 20	MOST FAVORED NATIONS	PAGE 15
ARTICLE 21	HEALTH AND SAFETY MEASURES	PAGE 16
ARTICLE 22	INVESTIGATION BY A UNION REPRESENTATIVE	PAGE 16
ARTICLE 23	SETTLEMENT OF DISPUTES (ARBITRATION / JURISDICTION)	PAGE 17
ARTICLE 24	RECIPROCITY	PAGE 17
ARTICLE 25	GUARANTEE OF AUTHORITY	PAGE 18
ARTICLE 26	SAVINGS CLAUSE	PAGE 18
ARTICLE 27	LABOR MANAGEMENT COMMITTEE	PAGE 18
ARTICLE 28	DRUG AND ALCOHOL TESTING	PAGE 18
ARTICLE 29	SPECIAL AGREEMENTS	PAGE 19
ARTICLE 30	OLD WORK PROTECTION	PAGE 19
ARTICLE 31	DURATION OF AGREEMENT	PAGE 19
	SCHEDULE "A"	PAGE 20
	SIGNATURE PAGE	PAGE 21

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of June 2016 by and between the Oregon, Southern Idaho District Council of Laborers and the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, shall become effective June 1<sup>st</sup> 2016. This contract shall continue in effect through May 31, 2021.

### PURPOSE OF AGREEMENT

The purposes of this agreement are to promote the settlement of labor disagreements by conference and arbitration for job grievances only, to prevent strikes and lock-outs, to stabilize conditions in the construction industry in the area affected by this agreement, to prevent avoidable delays and expense to the end that building costs may be as low as possible consistent with fair wages and working conditions, and generally to encourage a spirit of helpful cooperation between the employer and the employee groups to their mutual advantage and that of the investing public.

### Article 1: TERRITORY

This agreement shall apply to work covered under this agreement, for the entire State of Oregon.

### ARTICLE 2: JURISDICTIONAL DISPUTES

Under no circumstances shall there be any stoppage of work as a result of a jurisdictional dispute.

### ARTICLE 3: QUALIFICATION AND AVAILABILITY OF WORKMEN

An obligation imposed upon and accepted by the Union as being properly its own is the furnishing at all times during the life of this contract, sufficient skilled Laborer, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such Laborer

### ARTICLE 4: RECOGNITION AND HIRING PROCEDURES

Section 1. Subject to 2 below, The Employer recognizes the Union (the Oregon and Southern Idaho District Council of Laborers, its Affiliated Local Unions) as the Section 9(a) representative of a group of its employees employed by the Employer within the jurisdictional and geographical definitions, of this Agreement.

Section 2. The Employer agrees that, upon the Union's presentation of evidence of majority status among employees in the unit described herein, the Employer will immediately voluntarily recognize the Union as exclusive bargaining agent pursuant to Section 9(a) of the [NLRA] for all employees within bargaining unit as defined above on present and future job sites within the jurisdiction of the Union.

Section 3. In order to maintain employment and preserve workable relations as well as to insure the orderly accomplishment of private and public work, the following shall prevail with respect to the hiring of Laborers.

Section 4. The Contractor recognizes the Union as the sole collective bargaining agent for all Laborers falling within the jurisdiction of this Agreement as listed in Article VIII hereof and supplements thereto. The jurisdiction of this Agreement shall not include Laborers hired as general superintendents, general foremen, master mechanics, timekeepers, clerks, messenger boys, confidential watchmen, guards and other confidential employees, or as office help generally or their transportation, it is further understood that the employees so listed as excluded from this Agreement shall not be employed to use the tools of the craft or to perform the work covered by this Agreement.

Section 5. There shall be no unlawful discrimination by the Contractor or the Union with respect to the hiring, tenure or discharge of any workman, 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 Executive Orders 10925 and it is recognized within the construction industry that the Union affords the prime source of qualified Laborers in the classifications covered by this Agreement.

Section 6. (a) The Union must unilaterally set up a non-discriminatory hiring facility from which the Contractor must secure all Laborers. The Union will hold harmless the Contractor from damages from unlawful discrimination resulting from Union practice. The Hiring Hall procedure shall in no way be affected by Union membership, by-laws, rules regulations, constitutional provisions, or any other aspect or obligations of Union membership policies, or requirements. It shall be the responsibility of the contractors when ordering Laborers to give the employment facility all the pertinent information available regarding the prospective employment; pre-job conferences shall be held at the request of either party, with notice to the Contractor and individual employer.

The Union shall maintain a list of applicants in the Union office or designated dispatch point, who are out of work and available for employment.

(b) Registration and referral of applicants shall be on a non-discriminatory basis without regard to race, color, sex, age or creed or to membership or non-membership in the Union and shall be in accordance with the following plan. The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which he is qualified.

(c) All Hod Carriers requested in accordance with the Three groups below shall be promptly dispatched. The Union shall have the right to require the removal of any employee who has not cleared properly through the hiring hall. All new hires shall be cleared and dispatched from the hiring hall prior to commencement of employment; all rehires may obtain clearance via a telephone call within twenty-four (24) hours of being rehired.

#### GROUP A

Laborers who have been employed by an Employer or Employers party to any Oregon Construction Agreement as hereinafter defined, who have worked for any such Employer or Employers for an aggregate time of at least four thousand (4000) hours during the period of Eight (8) years immediately preceding registration date.

#### GROUP B

Laborers who have been employed by an Employer or Employers party to any Oregon Construction Agreement as hereinafter defined, who have worked for any such Employer or Employers for an aggregate time of more than (200) hours during the period of Eight (8) years immediately preceding registration date or Laborers who are graduates of the Training School.

Each applicant for employment shall be required to furnish such data, records, names of employers and length of employment and licenses as may be deemed necessary and each applicant shall complete such forms or registration as may be submitted to him. Applicants for employment shall also list any special skills they may possess.

#### GROUP C

All other applicants for employment who are physically fit for work in the construction industry. Additionally, by mutual consent of the employer and the representative of the local Union concerned, the employer shall have the right to select, up to a maximum of five (5) Laborers, from the local Unions out-of-work list without to their position on that list. Such mutual consent shall not be unreasonably asked or withheld.

(a) Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject for any reason any job applicant referred by the Local Union. The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no unlawful discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

(b) The Union shall make up and prepare the roster for preference of rehire by grouping all applicants who come within the above classifications and shall the Health and Welfare and Pension records in establishing fees accrued rights based upon length of employment.

(c) If the Union is unable to furnish Laborers within twenty-four (24) hours after notice. The Contractor may procure Laborers from any other source and shall then immediately report such hiring to the Union in writing.

Section 5. All Laborers employed by the Contractor to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the eight (8<sup>th</sup>) 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 Section 7 and 8 of this Article.

Section 6. Any employee recalled from lay-off shall procure a dispatch slip or clear through the dispatch office by telephone.

Section 7. The Union accepts all obligations for the continued membership of its members as provided in Section 5 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 as required by this Agreement.

Section 8. Requests by the Union for removal of an employee for non-payment of or failure to tender initiation fees and dues shall be made to the Contractor in writing, in which event the Contractor agrees to remove the employee involved immediately, and failure to remove such employee shall be considered a breach of this Agreement. It shall be deemed a violation of this Agreement for the Union to refuse to work or take economic action where a contractor fails to remove the employee involved within twenty-four (24) hours after such written notice, Saturday, Sunday and holidays excluded.

Section 9. (a) The Association and the Union agree that the Union may disqualify individual Union members for work covered by this Agreement when such member has been discharged for cause by three or more individual employers. The employers agree to submit in writing the reason for such discharge, the employee may request a review by the Board of Adjustment providing the aggrieved person files his complaint in writing to the Union and to the Association within five (5) days from his notice of disqualification.

(b) The Board of Adjustment, referred to above, shall consist of two (2) representatives of the Association, two (2) representatives of the Union, and the fifth Board member who, when needed, shall be an impartial party selected from a list of five (5) names. Within five (5) days, Saturdays, Sundays and holidays excluded, from receipt by the Association and the Union of the written complaint of the aggrieved person, the Association and the Union representatives shall meet and decide the issue. If a deadlock is reached on the issue, such representatives shall select a fifth Board member and the entire Board shall meet in Executive Session within five (5) additional days, Saturdays, Sundays and holidays excluded, and decide the issue. The majority decision of the Board shall be final and binding upon all parties. The majority shall write the decision of the Board and copies of the decision shall be mailed to the Association, Union and the aggrieved person.

The aggrieved person and known witnesses shall be informed of the first meeting of the Association and Union representatives, and may appear and be heard at that meeting. The cost of the fifth Board member shall be borne equally between the Association and the Union.

Section 10. Complaints: concerning the application of this hiring procedure will be submitted in writing by an applicant for work within five (5) days of the purported violations and will be referred to a joint committee composed of equal representation of the parties' signatory to this Agreement for interpretation.

Section 11 (a) Neither the Employer nor the Union shall permit piece work, nor place limitations on the amount of work a Laborer shall perform during his working day, nor shall there be any restrictions of the use of machinery, tools, or materials furnished by the Contractor.

(b) No Contractor or joint venture covered by the terms and conditions of this Agreement shall sub-contract any work to a sub-contractor or employer who is not signatory to this labor agreement. A sub-contractor is one who takes over any part or complete section of a general contract, including both the furnishing of materials for, and the performance of, labor on the job. It shall be the responsibility of the Contractor or joint venture to see that the subcontractor adheres to the terms and conditions including fringe benefits, payment of travel pay, pension and health and welfare, subsistence incurred by him. The primary Contractor is to furnish the Union with a list of all sub-contractors.

## **ARTICLE 5: APPRENTICES**

Section 1. The term "Apprentice" as used herein, shall mean any person who is actively enrolled in a state-approved joint apprenticeship program designed to achieve off-site proficiency and on-site productivity so as to permit a person to meet the minimum uniform competency standards of a qualified Journeyman Laborer. Shall consist of individuals who are registered with the Oregon and Southern Idaho Laborers joint apprenticeship training subcommittee (JATC) and have been qualified by the JATC. Such individuals shall register at the training office and be approved by the subcommittee.

Section 2. Unless modified by mutual agreement, the number of apprentices shall not exceed the ratios established below:

\*When utilizing the hiring hall, employers may hire apprentices in the ratios outlined below starting with the first Laborer hired. \*\* (All ratio changes subject to BOLI approval)

A. One (1) Apprentice after the first journeyman • Second Apprentice after three (3) more journey persons •, Additional Apprentices hired not to exceed 1:3 Ratio. Shall employ (1) apprentice if available when they employ three (3) or more Journeymen Laborers. Ratios to be calculated on a per project basis.

## **ARTICLE 6: JURISDICTION:**

Section 1. Mason Tenders: Classification for tenders to mechanics and all masons; Tenders for bricklayers and masons, mixing, packing, wheeling and tempering, mortar and fire clay; building of scaffolds, trestles, boxes, swinging staging; hanging of cables; placing of putlocks; the handling of all materials, including operation of forklifts, hoisting equipment and pumping equipment, after being deposited on the job\* and placing same on the place whether used immediately or placed there for future use; handling of all brick, tile, stone and cast stone; mixing, handling and conveying of all materials used by masons, plasterers, whether done by hand or any other process, drying of plastering when done by salamander heat and cleaning and clearing of all debris.

Section 2. This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement.

Section 3. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and be assigned such work. where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new method or technology and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

## **ARTICLE 7: HOURS OF WORK**

Section 1. (a) Eight (8) consecutive hours per day, exclusive of a half-hour (ID) lunch period, between the hours of 6AM and 5PM shall constitute the work day, and five (5) days per week, Monday to Friday inclusive, shall constitute the work week. Earlier starting times can be authorized by mutual consent, in writing between the Local Union and the Contractor.

(b) Four 10 Hour shifts at straight time running concurrently MTWT or TWTF also constitutes an acceptable Work Week.

(c) No employee shall be required to work more than five (5) hours without a meal period. There shall be a regularly scheduled meal period. All meal periods shall be one-half (1/2) hour and shall be scheduled between fourth and fifth hour from the start of any shift. Employees agreeing to work through his scheduled meal period shall receive pay for the time worked and additionally he shall receive an extra one-half (1/2) hour's pay at the applicable overtime rate.

Section 2. (a) Shift work shall be as follows: first shift eight (8) hours, second shift eight (8) hours, and the third shift seven (7) hours, for eight (8) hours pay starting time of the first shift optional with the Contractor, but not earlier than 6:00 AM.

(b) Special shifts will be allowed, regardless of the numbers of days' work involved, where the normal operation of business precludes the performance of construction work during regular hours, or required by the General Contractor or Building Owner, a single shift outside of said regular hours shall be permitted at the rate of eight (8) hours' pay for eight (8) hours' work. Hod Carriers at no time shall receive lesser-scheduled overtime considerations than the mechanic they are tending.

(c) Reporting Expense: When qualified workers report for work as directed and for whom no work is provided, they shall be paid (2) hours of pay unless notification to the employer at the time of



dispatch, an applicant who travels more than fifty (50) miles from his/her domicile to the jobsite and is not put to work shall be paid four (4) hours at the dispatch rate of pay, plus fringe benefits. 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.

(d) Minimum Pay: Regular employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours shall be paid for actual hours worked.

Employees will not be required to perform any work before starting time or after quitting time unless paid for the time involved in accordance with the Agreement.

An employee that elects to leave the job site before his paid hour's elapse shall waive all claim or claims and shall not be under the direction or control of the Employer from the time he leaves such job site.

#### **ARTICLE 8: OVERTIME**

All work performed in excess of eight (8) hours, or (10) hours if applicable to a 4 - 10s shift, to a maximum of twelve (12) hours per workday, and all work performed on Saturdays shall be paid at one and one half times the straight time rate. All work performed on Sundays, designated holidays and in excess of twelve (12) hours in any workday shall be paid at double the straight time rate. Dues are included in the wage rate and shall be figured in the wages when computing overtime.

Recognized holidays shall be as follows: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered as the legal holiday and shall be observed as such. Should any of these holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday and shall be observed as such.

#### **ARTICLE 9: WAGES SCALES**

The wage scale shall include the following classifications: Tenders to Plasters, Bricklayers, Tile Setters, Marble Setters and Terrazzo Work; topping for Cement Finishers and Mortar Mixer, Pump man and Utility Worker. See Schedule "A" for Wage Scales effective June 1, 2016 through May 31, 2021.

Pump Man: It is expressly understood that when a Hod Carrier is tending a pump(s), he shall receive the pump man scale of \$ 1.00 per hour, per pump over the Hod Carrier rate of pay.

Pump men who work for less than four (4) hours shall be paid a minimum of four (4) hours pay and if worked more than four (4) hours shall be paid a minimum of eight (8) hours pay or actual hours worked, whichever is greater.

## **ARTICLE 10: WORKING CONDITIONS**

Section 1. All tenders to the Mason trades shall receive all swinging scaffold, parking, bridge, or ferry tolls and/or job conditions as the mechanics they are tending. They shall also receive fifty (50) cents per hour hot and dirty time when doing refractory type work, including boilers, incinerator repair, kilns and digesters.

All special safety equipment required for the performance of the work will be furnished by the Employer and the employee will be responsible for, and take care of, such equipment until the employee is terminated. If the employee does not return the equipment to the Employer in good condition, subject to normal wear and tear, the employee will be required to pay for such items at cost.

Unemployment 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, on all jobs over two (2) days, adequate coverage to be provided for mixer and materials, at the mutual discretion of the Contractor and the Business Agent.

Piece Work: No employee is permitted to work on piecework or to accept a contract or lump sum of his services.

Scaffolding: State Safety laws governing scaffolding shall apply on all jobs.

Mealtime: No employee shall be required to work more than five (5) hours consecutively without a one-half (1/2) hour meal period. Where an employee works four (4) hours' overtime, he must receive one-half (1/2) hour rest period on his own time.

Breaks: Breaks shall be provided for employees per Oregon State Law.

Working Area: It shall be the duty of the Signatory Contractors and the Union to see to it that the General Contractor leaves the working area for the tender in a safe and workable condition.

Regulation-Hods: Only regulation size hods shall be used (14" high x 14" across top x 24' long), unless light aggregate is used.

## **ARTICLE 11: ZONE PAY AND TRAVEL RELATED EXPENSES**

Section 1. Dispatch Points: For Oregon—Astoria, Bend, Corvallis, Coos Bay, Eugene, Klamath Falls, Medford, Pendleton, Portland, Roseburg, Salem and The Dalles.

Any employee recalled from lay-off shall procure a dispatch slip or clear through the dispatch office by telephone.

Hod Carriers traveling shall be paid Zone Pay at the following rates.

All Projects located less than thirty (30) miles will be Zone "A" which is a Free Travel Zone. All Projects located more than (30) miles and less than forty (40) miles will be Zone 'B' Allowance at \$.85 per hour.

All Projects located more than forty (40) miles and less than fifty (50) miles will be Zone 'C' Allowance at \$1.25 per hour.

All Projects located more than fifty (50) miles and less than sixty (60) miles will be Zone "D" Allowance at \$ 1.70 per hour

All Projects located more than sixty (60) miles and less seventy (70) miles will be Zone "E" Allowance at \$2.00 per hour.

All Projects located more than seventy (70) miles and less than one hundred (100) miles will be Zone "F" Allowance at \$3.00 per hour.

All Projects located more than one hundred (100) miles and miles will be Zone "G" Allowance at \$5.00 per hour.

All Projects located more than three hundred (300) miles \$ 10.50 per hour seven (7) days a week for eight (8) hours per day unless other arrangements are made between the Union and the Employer.

Employees hired on site within the 30-mile free zone of the above named cities shall not be entitled to Zone Pay.

When an Employer Specifically transfers an employee, zone pay shall be based on the employee's original reference city with that Employer. This shall not apply to employees who voluntarily put themselves on an out of work-list, or agree in writing to go to work in another area.

The Contractor agrees to pay for or reimburse for work required toll fees on bridges, ferries, etc., provided the employee furnishes the Contractor with receipts showing the amount of charge.

**ARTICLE 12: FRINGE BENEFIT PAYMENTS**

Benefits The Employer agrees to either deduct or contribute as noted below monies for each hour worked and submit to the Administrator a Payment of such monies as well as the remittance report identified above, detailing the breakdown of Fringe Benefit Payments. The employer(s) have agreed a total wage package that includes all costs defined herein. Any changes of the costs, fees, and/or taxes levied in conjunction with or to any of the noted Fringes shall be paid out of the existing total wage noted herein. The Union shall have the authority and responsibility for dispersal of the "Total Wage Package". The Union will notify the Employers within 30 days of any changes to the Total Wage Package Breakdown. Under no circumstances will any changes be retroactive to any date prior to such notice being received. After due notice to the individual contractor involved (and if a member of the Association, also the Association) by the Union, it shall not be deemed a violation of this Agreement for Laborers covered by this Agreement to refuse to work for and to take economic action against the individual contractor who has failed to make proper contributions of the fringe benefits noted herein.

**ARTICLE 13 HEALTH AND WELFARE TRUST**

Section 1 Effective June 1, 2016 and thereafter on the tenth day of each month, in addition to the wage scales listed in Schedule "A" herein, all person, firms, corporations or associations listed, who are members of the signatory organizations to this Agreement and/or are signatory parties to this Labor Agreement, shall pay into the existing trust funds; in Oregon (Oregon Laborers Employers Health & Welfare Trust Fund, or its successor); Oregon Laborers Employers welfare benefits to all employees covered by this Agreement; such payment to be made in accordance with the requirements of the trust agreements.

Section 2 The existing trust agreements herein referred to be hereby extended for the term of this contract and by this reference become a part of this Agreement. After due notice to the individual employer involved by the Union and the Contractor, it shall not be deemed in violation of this Agreement for workmen covered by this Agreement to refuse to work for and to take economic action against the individual employer who has failed to make proper contributions to the Health & Welfare fund in accordance with this Agreement.

Section 3 It is understood between the parties that the Union may designate any portion of their wages to assure proper maintenance of the present health and welfare standards with 30 days advance notice to the signatory contractors.

**ARTICLE 14 PENSION PLAN**

Section 1 Effective June 1, 2016, in addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations signatory to this Agreement, shall pay into the existing trust fund



Section 5. Each Signatory Employer may employ up to (3) three Hod-Carrier Trainee(s)" at any one time to learn the Skills and Duties required to perform as a Trained Hod Carrier at 90% of the prevailed Group I General Laborer Wage and subject to all the conditions stated in the AWCC Hod Carriers Collective Bargaining Agreement for a period Not to Exceed (60) Sixty Calendar Days.

All Hiring Rules related to, and Fringe Benefits Payment made on behalf of such "Hod-Carrier Trainee(s)" shall be those defined within the body of this Agreement

The Employer shall be required to obtain the Union's Consent to employ any more than (3) three such Hod-Carrier Trainee(s)" at any one under this Agreement. At no time shall there be more "Hod-Carrier Trainees" than regular journey level Hod Carriers on any single jobsite without the Union's consent.

All "Hod-Carrier Trainee(s)" shall be required to learn and perform all the Duties of a Hod-Carrier. Upon successful completion of their training period the 'Hod-Carrier Trainee will be re-dispatched at the full "Hod-Carrier" Wage Rate.

## **ARTICLE 16: LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST**

Section 1 The Employer and Union frat they must confront many issues of mutual concern, which are more susceptible to resolution through Labor-Management Cooperation than through collective bargaining. To seek resolution of these mutual concerns and to advance mutual interests through Labor-Management Cooperative efforts, the Employer and the Union agree to participate in die Northwest Laborers-Employers Cooperation and Education Trust (NWLECET) and the Oregon Southern Idaho Laborers-Employers Cooperation and Education Trust (ORSILECET) described herein which are established in accordance with Section 302(C)(9) of the Taft-Hartley Act.

Section 2 The Employer shall contribute to LECET program ten cents (\$ .19) for each hour or portion of an hour for which each employee covered by the Agreement is entitled to receive pay as of the effective date of this Agreement and for each month thereafter for the tem of this Agreement, including any extensions or renewal thereof. This contribution will be distributed to the NWLECET at the rate of Ten Cents (\$0.09) and to ORSILECET at the rate of Nine Cents (\$0.10) for each hour or portion of an hour worked each employee covered by the Agreement. The Employer and the Union hereby adopt the Agreement and the Declaration establishing the NWLECET and ORSILECET. Contributions will be made on the Fringe Benefit reporting form.

## **ARTICLE 17: UNION DUES DEDUCTION**

Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct Union dues from net pay after taxes and remit it to the Union in accordance with applicable law. It is understood the Employers will remit each month the Union

dues deducted in accordance with the Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

The Union shall supply the authorization forms and the Employer is under no obligation to solicit employees for authorization.

The Union guarantees that the Union dues to be deducted shall be the uniform amount applicable to all members of the Union covered by this Agreement as established by the membership or through their duly elected delegates in accordance with the Union constitution. The Union guarantees that the Union dues collected in this manner shall not be used as a strike fund against the employer's party to this Agreement. Should the Union violate either provision of this paragraph, this Article shall be null and void for the remaining period of this Agreement.

This procedure shall not be applicable to initiation fees, fines or readmission fees.

#### **ARTICLE 18: PAY DAY**

Section 1. The regular pay day shall be once a week on such day as agreed upon between the employer and the local union, and wages shall be paid before quitting time and shall be paid by check or cash with check stub showing period ending and deductions.

A. Notwithstanding the above, electronic deposits or no initial fee pay cards may be permitted upon a written, signed and dated authorization from the employee.

Section 2. When employees are discharged, laid off, quit or terminated they shall be paid in full on the next regular payday. If payment is not received on the next regular payday employee will receive eight (8) Hours pay at the straight time rate until the employee receives the above mentioned check. This excludes Saturday, Sundays, and Holidays.

#### **ARTICLE 19: GOVERNMENT REQUIREMENTS**

This Agreement and all its terms shall be subordinate to every provision in any contract which the contractor may enter into with any public or State or Federal Agency for the performance of work, and the Union hereby agrees to conform to and abide by any restrictions or requirements regarding employment contained in such contract; provided, however, that this shall not affect the wage scale and the hours of work and all fringe benefits agreed to herein,

#### **ARTICLE 20: MOST FAVORED NATIONS**

In the event the Union shall grant a more favorable wage rate or condition to any other employer, such rate or condition shall immediately become available to all Contractors signatory to this Agreement.

**ARTICLE 21: HEALTH AND SAFETY MEASURES**

The Contractor will conform to all health and safety regulations of the State of Oregon and all Federal Safety regulations; applicable to work covered by this Agreement and shall have adequate shelters available on all projects, with heat, where the men can change and dry their clothes. On all projects covered by this Agreement, there shall be provided by the Contractor, at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. The absence of sewers at the site shall not release the Contractor from compliance with this provision. Mason Tenders shall not be required to work on portions of any construction job that are declared unsafe by a State Safety Inspector.

**ARTICLE 22: INVESTIGATION BY A UNION REPRESENTATIVE**

The authorized representative of any Union affected by this Agreement shall have the right to investigate conditions existing on any job at any reasonable time, upon first reporting to the Contractor or his representative and presenting properly certified credentials.

No person shall be allowed on any job to solicit membership in his organization or to collect any monies from any employees of the Contractor who desire to join any of the local Unions under whose jurisdiction they will work, except those who have proper credentials from the Union. The Contractor will notify his foreman and shift bosses to this effect, *and will also post a notice in his office.*

**JOB STEWARDS:** The Union shall appoint a job steward or stewards whenever it deems it necessary or appropriate. Job stewards shall be working employees who shall in addition to their regular assigned work, be permitted to perform the duties set forth herein, without disrupting others at work.

The Union shall notify the Employer in writing of the appointment of any job stewards. Stewards shall not be discharged or laid off for performing duties as job steward in accordance with this article.

The Employer will notify in writing the Union and be willing to confer with the Business Representative at least two (2) days prior to terminating the Steward. If the Steward is terminated, the Business Representative may appoint another Steward from the remaining crew and shall advise the employer.

A job Steward shall:

1. Bring to the attention of the Employer and Business Representative any infraction of the terms and conditions of this Agreement.



2. Check all employees performing work covered by the terms and conditions of this Agreement to ascertain proper clearance and for dispatch.

## **ARTICLE 23: SETTLEMENT OF DISPUTES (ARBITRATION / JURISDICTION)**

Section I. In cases of violation, misunderstanding or difference in interpretation of this Agreement, there shall be no cessation, stoppage of work, or lockout and the process of arbitration as set forth herein below shall apply in all cases, excepting as specified in Articles IX, X, XII and XIII.

Section 2. Settlement of Disputes: For the good of the industry, both parties pledge their immediate cooperation to eliminate any of the above-mentioned possibilities and the following procedure is outlined for the purpose:

In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the Local or Locals involved and the Contractor or his representative, the same shall be referred to the business representative of the District Council and the Agent of the Association involved, within fifteen (15) days, in whose territory or under whose jurisdiction the dispute arises

(a) Should the Business Representative of the District Council and the Agent of the Association in whose territory or under whose jurisdiction the dispute arises fail to effect a settlement, they shall refer the same to a joint arbitration committee consisting of four members of the Labor Management Committee, 2 each from the Union and the Association.

It may also provide retroactivity not exceeding sixty (60) days from the date that the grievance is filed and shall state the effective date. Decisions by this Board shall be rendered within twenty (20) days after the grievance is submitted to them.

(b) The parties hereby agree that such decision of the joint arbitration committee shall be final and binding upon both parties.

If situations arise which are not specifically mentioned hereby, or if clarifications of any clause become imperative, the above mentioned arbitration committee shall handle the same. Any decision or recommendation emanating there from shall be attached to and become part of this Agreement.

## **ARTICLE 24 RECIPROCITY**

A signatory Employer shall make the fringe benefit contributions to the trust funds, and at the state's applicable rates, in the state where the work is performed. Notwithstanding the provisions of the above paragraph, such contributions shall be transferred by the receiving trust funds to the home trust funds of the applicable employee provided that the employee: (1) is properly cleared by the Local Union who has jurisdiction over the work and (2) has executed and Authorization to Transfer Contribution Form.

## **ARTICLE 25 GUARANTEE OF AUTHORITY**

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

**ARTICLE 26: SAVNGS CLAUSE**

Should any part or any provisions 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 without delay and negotiate such parts or provisions affected, The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 27: LABOR MANAGEMENT COMMITTEE**

Labor Management Committee shall be comprised of equal number of voting members appointed by each, the union and the association.

The minimum required Quorum for the Labor Management Committee to conduct official business shall be at least two (2) voting members appointed by each, the union and the association, for a minimum of four (4) total votes.

Labor Management Committee shall meet on a regular basis and shall be charged with reviewing and resolving issues arising between parties signatory to this agreement, industry issues, and market conditions.

Labor Management Committee is authorized to make changes to this agreement by mutual agreement.

**ARTICLE 28: DRUG AND ALCOHOL TESTNG**

Labor and Management agree that it is in the best interest 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 this end.

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.

The Employer will pay for all testing. If test results are negative, the employee will be paid for his/her hourly wage rate and fringes for the time required taking the test.

All employer's signatory to the current labor agreement shall adopt the Wall and Ceiling Industry Drug Free Workplace Policy as their Company Policy, and sign a Certificate of Compliance as provided by the Program Administrator.

**ARTICLE 29: SPECIAL AGREEMENTS**

The parties may negotiate special agreements and/or job agreements hereto by mutual consent.

If the Union negotiates special agreements for any work covered by this Agreement with any other Employer or Employer Association, all provisions of such agreement shall be made available and apply to any Employer signatory to this Agreement for the specific work and specific area covered by such special Agreement only.

**Walls and Ceilings Industry Promotion Fund**

In addition to wage schedules listed, all employers affected by this Agreement shall pay into a Walls and Ceilings Industry Promotion Fund the sum of thirty cents (\$.30) for each compensable hour worked. These funds are to be in no way used against the interest of the Union. Said funds are to be controlled by the Associated Wall and Ceiling Contractors Trustees and all costs of administration borne by this fund alone.

Contribution amounts to this fund may be changed at any time by the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., by giving thirty (30) days written notice to all signatory employers and to the Union.

**ARTICLE 30: OLD WORK PROTECTION**

All work secured during the term of this contract will have Wage and Fringes as defined herein protection for that project.

**ARTICLE 31 DURATION OF AGREEMENT:**

This Agreement shall remain in full force and effect through May 31, 2021, and thereafter as herein provided. Written notice of the desire of any party to terminate or modify the Agreement at the end of May, 31, 2021, or any year thereafter, shall be served on the other party at interest not later than ninety (90) days prior to that year. If no such notice is given, this Agreement shall continue in full force and effect from year to year.

The monetary consideration, i.e. wages, fringe benefits, etc., shall be as set forth in Schedule "A" for rates to be effective June 1, 2016 — May 31, 2017. June 1, 2017 — May 31, 2018 and June 1, 2018 — May 31, 2019 rates to be determined by CPI W 3<sup>rd</sup> Quarter. Rates shall not be less than 2% nor higher than 3.0% of the wage and package.

## Schedule "A"

### EFFECTIVE JUNE 1, 2016 - MAY 31, 2017

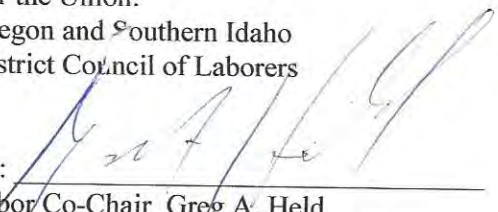
Base Wage rate	\$27.79
Union Dues	1.93
<b>TOTAL TAXABLE WAGE</b>	<b>\$29.72</b>
Pension/Defined Benefit	\$6.40
Health & Welfare	\$6.54
Training	\$1.10
LECET (Laborers Employers Cooperative Education Fund)	\$0.19

### TOTAL WAGE AND BENEFIT PACKAGE

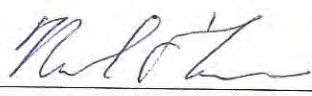
<u>JUNE 1, 2017 - MAY 31, 2018</u>	<u>\$1.10</u>
<u>JUNE 1, 2018 - MAY 31, 2019</u>	<u>2%-3% Based of 3<sup>rd</sup> Quarter CPI W</u>
<u>applied to total package.</u>	
<u>JUNE 1, 2019 - MAY 31, 2020</u>	<u>Open for wages</u>
<u>JUNE 1, 2020 - MAY 31, 2021</u>	<u>Open for Wages</u>

## Signature Page


For the Union:  
Oregon and Southern Idaho  
District Council of Laborers

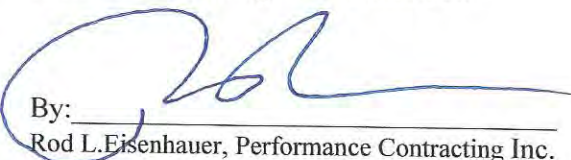
By:   
Labor Co-Chair Greg A. Held  
Business Manager / Secretary Treasurer

For the Employers:  
Associated Wall and Ceiling  
Contractors of Oregon & SW WA


By:   
Management Co-Chair Neil O'Connor  
Director of Labor Relations Western Partitions Inc.

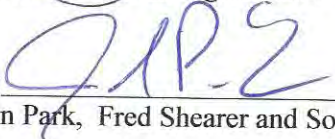
By:   
Brent Fulbright, Cascade Acoustics Inc.

By:   
Rick Cronn, Billings and Cronn Co..

By:   
Rod L. Eisenhauer, Performance Contracting Inc.

By:   
Tim Hiller, Harlens Drywall

By:   
Jason Roach, Anning Johnson

By:   
John Park, Fred Shearer and Sons

By: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

*For the 2016-2021 Hod Carrier Agreement Between  
Associated Wall and Ceiling Contractors  
of Oregon and SW Washington  
And  
The Oregon and Southern Idaho District Council of Laborers*

### Vacation and Sick Leave

This memorandum, effective May 31, 2016, is by and between the following parties: Contractors signatory to the AWCC Hod-Carrier Labor Agreement hereinafter referred to as the "Employer" and the Oregon and Southern Idaho District Council of Laborers hereinafter referred to as the "Union".

The Bureau of Labor and Industries (BOLI) has addressed the current Oregon Sick Pay Law and the City of Portland Sick Pay Ordinance on their webpage. Also reference ORS 653 .601 to 653.661, OL 537, 2015, and OAR 839.007-0060.

Specifically, per ORS 653.661, the State of Oregon preempts all charter and statutory authority of local governments as defined in ORS 174 .116 to set any sick leave requirements.

The parties agree to the fullest extent permitted, the AWCC Hod-Carrier Labor Agreement shall operate to waive any and all provisions of the Oregon Sick Leave Law, and shall supersede and be considered to have fulfilled all requirements of that law as written and/or amended during the life of the Hod Carrier Labor Agreement. In addition, this waiver shall apply to any other city, county, State, Federal, or other local ordinance requiring mandatory sick leave that may be adopted during the term of this AWCC Hod-Carriers Agreement.

The parties certify that the Employer and Employees covered under the AWCC Hod-Carriers Agreement are exempt from the requirements of the Oregon Sick Leave Law, because all three (3) of the following collectively bargained items are in place:

1. The employee's terms and conditions of employment are covered by a Collective Bargaining Agreement (CBA); and
2. The employees are employed through a hiring hall or similar referral system operated by the labor organization or a third party; and
3. The employee's employment-related benefits are provided by a joint multiemployer-employee trust or benefit plan.

This memorandum is subject to Article XXIV (Savings Clause) of the AWCC Hod-Carriers Agreement.

Dated:

John Park, Chairman  
Associated Wall and Ceiling  
Contractors of Oregon and SW  
Washington

Dated:

Greg Held, Business Manager  
Oregon and Southern Idaho District Council of  
Laborers

**Amendments to Labor proposed changes 6/3/2016**

**ARTICLE XVI PAYDAY:**

A. Notwithstanding the above, electronic deposits or no initial fee pay cards may be permitted upon a written, signed and dated authorization from the employee.

**Zone Pay:**

(A) When an Employer Specifically transfers an employee, zone pay shall be based on the employee's original reference city with that Employer. This shall not apply to employees who voluntarily put themselves on an out of worklist, or agree in writing to go to work in another area.

**Apprentice Ratios:**

A. Each contractor having (1) journeyman employed may employ one (1) apprentice, but shall employ (1) apprentice if available when they employ three (3) or more Journeymen Laborers. In addition, may employ (1) additional apprentice to each (3) journeymen if available. Ratios to be figured on a per project basis.

**Technology Language Article 8a**

**Sick Leave Labor addendum**

**Management Proposals:**

**Article 16**

When employees are discharged, laid off, quit or terminated they shall be paid in full on the next regular payday. If payment is not received on the next regular payday employee will receive eight (8) Hours pay at the straight time rate until the employee receives the above mentioned check. This excludes Saturday, Sundays, and Holidays. Final Walls and Ceilings

**Amend Article 5 (1)a to allow hours to begin at 6am and end at 5pm**

**Article 5 (2)c –**

**Amend to require 2 hours pay for show up.**

**If over 50 miles minimum pay 4 hours pay plus applicable zone pay.**

**Article 5 (2) b d**

**Amend minimum pay to require anyone put to work to be paid for four hours. After four hours paid for actual time worked.**

**Add Article 25**

**Amendments to This Agreement add Labor Management Committee**

The Labor Management Committee is authorized to make changes to this agreement by mutual agreement.

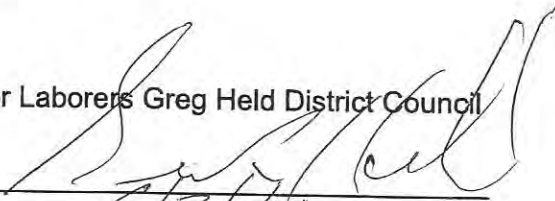
**Economics:**

Wages 2016 \$1.15 2017 \$1.10 2018 2.0%- 3% 2019-2020 Open

Proposal have all been Reviewed and tentatively agreed to. Contract dates will be June 1, 2016- May 31, 2021

For Laborers Greg Held District Council

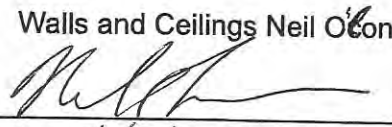
Date :

  
\_\_\_\_\_

6/3/16

Walls and Ceilings Neil O'Connor

Date:

  
\_\_\_\_\_

6/3/2016