



AGREEMENT

BETWEEN

**MASON CONTRACTORS ASSOCIATION**

AND

OTHER UNDERSIGNED CONTRACTING ASSOCIATIONS

AND CONTRACTORS

AND

**OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS**

**JUNE 1, 2015-MAY 31, 2020**

# **TABLE OF CONTENTS**

## **Mason Contractors' Association**

### **June 1, 2015 ~ May 31, 2020**

PURPOSE OF AGREEMENT	1
ARTICLES OF AGREEMENT	1
ARTICLE I Territory	1
ARTICLE II Jurisdictional Disputes	1
ARTICLE III Qualification and Availability of workmen	1
ARTICLE IV Recognition and Hiring Procedure	1-4
ARTICLE V Hours	5-6
ARTICLE VI Wage Scales	6
ARTICLE VII Working Conditions	6
ARTICLE VIII Jurisdiction	7
ARTICLE IX Health and Welfare	7
ARTICLE X Pension Plan Agreement	7
ARTICLE XI Training	8
ARTICLE XII Union Dues Deduction	8
ARTICLE XIII Overtime	9
ARTICLE XIV Payday	9
ARTICLE XV Holidays	9
ARTICLE XVI Government Requirements	9
ARTICLE XVII Health and Safety Measures	10
ARTICLE XVIII Investigation by Union Representative	10
ARTICLE XIX Settlement of Disputes Arbitration	10
Board Jurisdiction	
ARTICLE XX Reciprocity	11
ARTICLE XXI Guarantee of Authority	11
ARTICLE XXII Saving Clause	11
ARTICLE XXIII Duration of Agreement	12
SCHEDULE "A" Wage Rate Signatures of Agreement	13
Tenders to Masons	
Effective June 1, 2015 through May31, 2016	
SCHEDULE "B" Travel Allowance and Subsistence	16
Effective June 1, 2015 through May 31, 2016	
Separation Slip	

THIS AGREEMENT made and entered into this 1 day of June, 2015 by and between the-named parties, shall become effective June 1, 2015. This contract shall continue in effect through May 31, 2020.

### **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 employee groups to their mutual advantage and that of the investing public.

### **ARTICLE I-ARTICLES OF AGREEMENT TERRITORY**

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

### **ARTICLE II - JURISDICTIONAL DISPUTES**

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

### **ARTICLE III - QUALIFICATION AND AVAILABILITY OF HOD CARRIERS**

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, of sufficient skilled Hod Carriers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such Hod Carriers.

### **ARTICLE IV ~ RECOGNITION AND HIRING PROCEDURE**

**Section 1.** In order to maintain employment and reserve 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 Hod Carriers.

**Section 2.** The Contractor recognizes the Union *as the* sole collective bargaining agent for all Hod Carriers falling within the jurisdiction of the Agreement as listed in Article VIII hereof and supplements thereto. The jurisdiction of the Agreement as listed in Article VIII hereof and supplements thereto. The jurisdiction of the Agreement shall not include men hired as general superintendents, 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 to perform the work covered by this Agreement.)

**Section 3.** There shall be no unlawful discrimination by the Contractor or the Union with respect to the hiring, tenure or discharge of any Hod Carriers, 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 11114.

#### **Section 4.**

- a) It is recognized within the construction industry that the Union affords the prime source of qualified Hod Carriers in the classifications covered by this Agreement. The Union must unilaterally set up a non-discriminatory hiring facility from which the Contractor must secure all Hod Carriers. 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 men to give the employment facility all of 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 is out of work and available for employments.

Registration and referral of applicants shall be on a nondiscriminatory basis without regard to race, color, sex, age, or creed or to 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 Groups listed below. Each applicant shall be registered in the highest priority Group for which he is qualified.

- b) All Hod Carriers requested in accordance with the three groups below shall be promptly dispatched as local Hod Carriers by the employment facility. 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. 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 24 hours of being rehired.

#### **Group A**

Hod Carriers who have been employed by an Employer or Employers party or parties to this Agreement as hereinafter defined, who have worked for any such Employer or Employers for an aggregate time of at least 500 hours during the period of five (5) years immediately preceding registration date.

#### **Group B**

Hod Carriers who have been employed by an Employer or Employers party or parties to this Agreement as hereinafter defined, who have worked for such Employer or Employers for an aggregate time of less than 500 hours during the period of five (5) years immediately proceeding 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) Hod Carriers from the local Union's out-of-work list without regards 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 employment facility. 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 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 utilize the Health and Welfare and Pension records in establishing these accrued rights based on length of employment.
- c) If the Union is unable to furnish men within twenty-four (24) hours after notice, the contractor may procure men from any other source and shall then immediately report such hiring to the Union in writing.

**Section 5.** All Hod Carriers 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 eighth (8<sup>th</sup>) day following the beginning of such employment or since the inception of the Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment, subject, however, to the provisions of Section 6 and 7 of this Article.

**Section 6.** 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 fee and dues. There shall be no stoppage or slow-up of work because of disciplinary action of 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 7.** All request 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 contract agrees to remove such employee and shall be considered a breach of the Agreement. It shall not 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 8.**

The Employer shall be the sole judge of a worker's qualifications and may discharge any employee for cause, which shall be stated on the standard separation slip (attached to this Agreement). Whenever an employee is discharged and is not eligible for rehire, it shall be so stated on the standard separation slip.

Whenever an employee is discharged for cause, including failure to pass a substance abuse test, not able to perform the assigned work due to lack of skills or as unsatisfactory, the Employer agrees to send a separation slip to the Union stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

When a registrant has been terminated as unsatisfactory or has been discharged for cause by at least three (3) employers within a twenty-four (24) month period, he/she shall be denied further use of all hiring halls covered by the District Council provided the employers have furnished the District Council in writing the reason for such termination or discharge. Members may appeal to the joint hiring committee.

When a registrant has been terminated for lack of possessing the necessary skills to perform the assigned duties, by at least (3) employers within a twenty-four (24) month period, satisfactory completion training will be required before hiring privileges are restored in the classification in question.

**Section 9.**

Neither the Employer nor the Union shall permit piece work, nor place limitations on the amount of work a man shall perform during his working day, nor shall there be any restriction of the use of machinery, tools, or materials furnished by the Contractors.

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 sub-contractor 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 V ~ HOURS****Section 1**

Eight (8) consecutive hours per day, exclusive of a half-hour (1/2) lunch period, between the hours of 7:30 a.m. and 4:30 p.m., shall constitute the work day, and five (5) days per week, Monday through 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.

## **Section 2**

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 the fourth and fifth hour from the start of a shift. Employees agreeing to work through his scheduled meal period shall receive pay for the time worked and additionally he/she shall receive an extra one-half (1/2) hour pay at the applicable overtime rate.

## **Section 3**

Shift work shall be as follows: Two (2) shifts- each seven and one-half (7 1/2) hours for eight (8) hours pay starting time of the first shift optional with the Contractor, but not earlier than 6:00 a.m. Three (3) shifts – first eight (8) hours, second shift seven and one-half hours, and third shift (7) hours, for eight (8) hours pay, starting time of first shift 8:00 a.m.

## **Section 4**

On the new building construction, there shall be three (3) or more consecutive days work for each shift, provided, however, that in the event of an emergency where an extra shift is necessary to prevent delay in the scheduled progress of work, such single shift will be permitted upon prior notice to the Union, and provided such shift must be worked the full shift time of seven and one-half (7 1/2) hours for eight (8) hours pay.

## **Section 5**

On alteration and repair work in offices, stores and industrial buildings, shifts will be allowed, regardless of the number of days work involved, and on this class of work where the normal operation of a business precludes the performance of construction work during regular hours, a single shift outside of said regular hours shall be permitted at the rate of eight (8) hours pay for seven (7) hours work. Hod Carriers at not time shall receive a lesser scheduled overtime consideration than the mechanic they are tending.

## **Section 6**

Reporting Expense. When qualified Hod Carriers report for work as directed and for whom no work is provided, they shall be paid \$40 reporting expense Monday through Friday plus travel pay, and \$55 reporting expense Saturday, Sunday and holidays plus travel pay, unless prevented from working by causes not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that Hod Carriers entitled to reporting expense shall be required to remain on the job site,

## **Section 7**

Minimum Pay: Employees who work less than two (2) hours shall be paid for two (2) hours unless prevented from working by causes not under the control of the Employer. Employees who cannot work a full shift because of conditions beyond the direct control of the Employer shall be paid for actual hours worked. Notwithstanding the above employees shall receive the same minimum pay as the Brick Masons.

### **Section 8**

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 hours 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. It is understood and agreed the "beyond the control the Employer", as used in the Article, shall not be construed to mean equipment breakdowns or material shortages.

## **ARTICLE VI ~ WAGE SCALES**

The wage scale shall include the following classifications: For Tenders to Plasterers, Brick Layers, Tile Setters, Marble Setters and Terrazzo Work; topping for Cement Finishers and Mortar Mixers,

## **ARTICLE VII ~ WORKING CONDITIONS**

**Section 1.** All tenders to the Mason trades shall receive all swinging scaffold, parking, bridge, or ferry tolls and for 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 employees are to furnish approved safety helmets and safety shoes in serviceable condition. If any employee is financially unable to obtain any of these items, the Employer may provide such item at cost or advance funds for the purchase of such items as required above and deduct the amount from the employee's paycheck.

**Section 2.** Any employee recalled from lay-off shall procure a dispatch slip or clear through the dispatch office by telephone.

Hod Carriers traveling with a mechanic shall be paid travel and subsistence allowances on the same basis and from the same point, as the mechanics they serve. (e.g. Hod Carriers dispatched from Portland, traveling with or without the mechanic, shall receive the same travel pay as bricklayer dispatched from Portland).

Travel and subsistence allowances shall be based on radius mileage as measure by OPS (Global Positioning System) from the County Courthouse, in the County in Oregon or Washington State in which the Employer's shop is based to the job site. Any Employer who is based in Multnomah, Clackamas or Washington Counties in Oregon or Clark County in Washington shall use the Multnomah County Courthouse as their home base. If Employer is normally based outside the geographical jurisdiction of the Union, said Employer's home base for determining travel and subsistence will be the Multnomah County Courthouse. Travel and subsistence amounts shall be per the attached Schedule B.



**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 is 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 piece work or to accept a contract or lump sum for 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.

**Working Area:** It shall be the duty of the Signatory Contractors and the Union to see to it that 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.

The Contractor agrees to take care of the toll fees on bridges, ferries, etc., provided employee furnishes the Contractor with receipts showing the amount of charge.

### **ARTICLE VIII ~ JURISDICTION**

**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 cost 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.

### **ARTICLE IX ~ HEALTH AND WELFARE**

Effective June 1, 2015, and thereafter on the tenth day of each month, in addition to the wage scales listed on Schedule "A" herein, all person, firms, corporations or associations a 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 Oregon Laborers-Employers Health & Welfare Trust Fund, or its successor, for the purpose of providing health and welfare benefits to all employees covered by this Agreement; such payment to be made in accordance with the requirements of the trust agreements. 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 a violation of this Agreement for Hod Carriers 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 and Welfare fund in accordance with the Agreement. However, 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.

#### **ARTICLE X ~ PENSION PLAN AGREEMENT**

Effective June 1, 2015, in addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations signatory to the agreement, shall pay into the existing Oregon Laborers-Employers Pension Trust Fund, or its successor, on the tenth day of each month for the period covered by the Agreement for the purpose of providing pension benefits for all eligible employers covered by this Agreement, such payment to be made in accordance with the requirements of the trust agreements.

It is further agreed that the Trust fund established for the purpose of a Pension Fund shall be one that is jointly established and equally administered by trustees from the employers and employees. After due notice to the individual employers involved by the Union and the Contractor, it shall not be deemed a violation of this Agreement for Hod Carriers 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 Pension Fund in accordance with this Agreement.

#### **ARTICLE XI ~ TRAINING**

**Section 1.** Effective June 1, 2015 to and including May 31, 2020, in addition to the wage scale listed in Schedule "A" herein, all persons, firms or corporations who are signatory parties to this Agreement, shall pay into the Oregon Laborers Training Trust Fund, or its successor, for the purpose of training Laborers for work in the classifications covered by this Agreement.

**Section 2.** It is further agreed that the trust fund established for the purpose of providing training shall be one that is jointly established and equally administered by trustees from the Association and the Union,

**Section 3.** 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 Hod Carriers 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 to the Laborers' Trust Fund in accordance with this Agreement.

**Section 4.** The Laborers Trust Fund shall provide: first aid training, forklift training, and safety training courses for Hod Carriers covered under this Agreement. Courses shall be conducted quarterly and each Hod Carrier shall maintain a current First Aid/CPR card, Forklift Operator License and a Scaffold User Card. If a card expires, the Hod Carrier will be required to attend the next available class.

## **ARTICLE XII ~ 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 same 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 there of will be paid by the Union to the fringe benefit administrator.

The authorization forms shall be supplied by the Union. The Employer is under no obligations 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 provisions 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 XIII ~ OVERTIME**

All work performed in excess of eight (8) hours, or on Saturdays shall be paid at one and one-half times the straight-time rate, and dues are included in the wage rate *and* shall be figured in the wages when computing overtime. All work performed on Sundays and designated holidays shall be paid at double the straight-time rate.

## **ARTICLE XIV ~ 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.

**Section 2.** Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll, not to exceed three (3) days.

**Section 3.** When employees are discharged, they shall be paid in full by check on the job immediately, or payment by check to the employee, mailed and postmarked to his residence within twenty-four (24) hours after such layoffs or discharge, shall be deemed in, compliance with this section. Failure to mail check and postmark such mail within twenty-four (24) hours after such layoffs or discharge to employee's residence shall call for penalty pay of eight (8) hours a day straight time rate until such employee received the above mentioned check. This is to exclude Saturday, Sundays, and holidays. When employees quit of their own accords, they shall wait until the regular pay day for the wages due them.

## **ARTICLE XV ~ HOLIDAYS**

The 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, if a holiday falls on Saturday the previous Friday shall be considered as a holiday and shall be observed as such.

## **ARTICLE XVI ~ 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.

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

## **ARTICLE XVII ~ HEALTH AND SAFETY MEASURES**

The Contractor will confirm to all health and safety regulations of the States of Oregon and Washington 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 the construction, sanitary facilities consisting of a reasonable number of toilets and urinals. The absence of sewers at the site shall not release the Contractors 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 XVIII ~ INVESTIGATION BY 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 credential 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:** A steward cannot be removed from his job for legitimate Union activities.

When an Employer or superintendent deems it necessary to discharge an appointed working steward during the course of a job, he will, to maintain harmony, inform the Business Manager twenty-four (24) hours beforehand of the necessity of such action. The Contractor will be advised by the Union as to who is appointed to such positions.

**ARTICLE XIX**  
**SETTLEMENT OF DISPUTES ~ ARBITRATION BOARD JURISDICTION**

**Section 1.** In cases of violation, misunderstanding or difference in interpretations 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, XI, 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:

- a) 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.
- b) Should the Business Representative of the District Council and the Agent of the Association in whose territory of under whose jurisdiction the dispute arises fail to effect a settlement, they shall refer same to a joint arbitration committee consisting of two members designated by the Association, two members of the District Council.
- c) Should these four fail to reach an agreement, a fifth representative shall be chosen by them. Any decision of the Board shall be within the scope and terms of this Agreement, and in writing, It may also provide retroactivity not exceeding sixty (60) days from date that 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.
- d) The parties hereby agree that such decision of the Joint Arbitration Board shall be final and binding upon both parties.

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

## **ARTICLE XX ~ RECIPROCITY**

Notwithstanding the terms of either the Oregon or Southwest Washington Laborers' negotiated agreement, an Employer signatory to this Agreement may make the fringe benefit contributions for their key men to the respective trust funds designated by the key men as their home trust funds, and shall not be obligated to contribute for the key men to the respective trust funds, provided that the trust fund so designated agree to accept the contributions and credit the key men for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. They key for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits. In the event the Employer makes Fringe Benefit Contributions to the home trust funds, wage rates shall be adjusted to reflect the difference in fringe benefit rate contributions.

## **ARTICLE XXI ~ 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 organizations whom their signatures purport to represent.

## **ARTICLE XXII ~ SAVINGS 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 of 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 XIII ~ DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect through May 31, 2020, and thereafter as herein provided. Written notice of the desire of any party to terminate or modify the Agreement at the end of May 2020, or any year thereafter, shall be served on the other party at interest not later than March 31<sup>st</sup> that year. If no such notice is given, this Agreement shall continue in full force and effect from year to year. This agreement may be opened for non-monetary negotiations prior to May 31, 2020 by mutual agreement of both parties. Monetary re-openers will occur as outlined on Schedule "A".


The monetary consideration, i.e. wages, fringe benefits, etc., shall be as set forth in Schedule "A" for rates to be effective June 1, 2015. It is agreed that this Agreement supersedes any short-form, compliance agreements which any of the companies signatory hereto have previously signed with the Union and that any such compliance agreements are hereby terminated.

**IN WITNESS WHEREOFF**, the Agreement has been executed by the Mason Contractors Association of Portland, Oregon, the undersigned Associations and Contractors and the Oregon, Southern Idaho District Council of Laborers.

OREGON, S. IDAHO  
DISTRICT COUNCIL  
OF LABORERS

BY   
Greg Held, Business Manager

MASON CONTRACTORS  
ASSOCIATION OF  
PORTLAND, OREGON

BY:   
Ric Thompson, President

MASON CONTRACTORS ASSOCIATION  
For the companies listed below:  
B & B Tile & Masonry, Corp  
Bratton Masonry, Inc  
Davidson's Masonry, Inc.  
Milne Masonry, Inc.  
J & S Masonry  
O'Neil Electric dba, Howard Jacobs Masonry  
Refractory Services

**SCHEDULE A**  
**WAGE AND BENEFIT RATES**

**TENDERS TO MASONS**

**TERRITORY** – This Agreement shall cover the entire State of Oregon.

**EFFECTIVE DATE** – This Agreement shall become effective June 1, 2015  
Expiring May 31, 2020.

**OVERTIME RATES** – All work performed in excess of eight (8) hours or on Saturdays, shall be paid at one and one-half the straight-time rate. All work performed on Sundays and designed holidays shall be paid at double the straight time rate.

**HEALTH & WELFARE FOR OREGON** – For Oregon Six dollars (\$6.00) per worked hour effective June 1, 2015 and additional increases to be deducted from wages.

**PENSION** – For Oregon Six dollars and forty cents (\$6.40) per worked hour effective June 1, 2015.

**TRAINING** – For Oregon One dollar and ten cents (\$1.10) per worked hour effective June 1, 2015.

**LECET** – For Oregon eighteen cents (\$.18) per worked hour effective June 1, 2015.

**DRUG TESTING** – For Oregon thirteen cents (\$.13) per worked hour effective June 1, 2015.

**DUES** – For Oregon One dollar and eighty-nine cents (\$1.89) per worked hour effective August 1, 2011 to be deducted from wages upon proper authorization.

**OREGON LABORERS TRAINING CAMPUS FUND** Three cents (\$.03) per worked hour effective June 1, 2015 to be deducted from net wages.

**TRAVEL TRANSPORTATION** – See Article VII.

**FOREMEN** – Minimum: Thirty-five cents (\$.35) per worked hour above Tender's rate.



**WAGE RATE**  
**HOD CARRIERS**  
**EFFECTIVE**  
**June 1, 2015**

**WAGES**    \$28.73

(Includes \$1. 89 dues check-off and .03 cents OLCTF)

6-1-2016: Total package to be increased by \$1.32

6-1-2017: Open for Wage & Fringe only (to be negotiated in 2016)

6-1-2018: Open for Wage & Fringe only (to be negotiated in 2017)

6-1-2019: Open for Wage & Fringe only (to be negotiated in 2018)

**APPRENTICES – WAGES ARE BASED ON HOD CARRIERS SCALE**

1 <sup>st</sup> 1,000 hour period	63% of scale
2 <sup>nd</sup> 1,000 hour period	70% of scale
3 <sup>rd</sup> 1,000 hour period	80% of scale
4 <sup>th</sup> 1,000 hour period	90% of scale

**APPRENTICES** – Unless agreed by mutual agreement, the number of apprentices shall not exceed the ratios established below:

- One (1) Apprentice after the first journeyperson (1:1 Ratio)
- Second Apprentice after three more journeypersons (1:3 Ratio)
- Any additional Apprentices will be at 1:5 Ratio to a maximum of ten (10) apprentices per employer.

# **SCHEDULE B**

## **TRAVEL ALLOWANCE AND SUBSISTENCE**

### **EFFECTIVE**

### **June 1, 2015 THROUGH MAY 31, 2020**

#### Travel Allowance

- a) Jobs within a radius of 0 to 50 miles from Courthouse- No allowance
- b) Jobs within a radius of 51 to 75 miles from Courthouse- \$25.00 per day

#### Subsistence Zones

- c) Jobs in excess of 75 miles from the Courthouse, but less than 200 miles from the Courthouse.
  - \*If work is to be resumed following a weekend, this subsistence shall not be paid for Saturday and Sunday.
  - \*If the four (4), ten (10) hour day option is used, subsistence shall be paid for four (4) days.
- d) Jobs in excess of 200 miles from Courthouse.
  - \*If work is to be resumed following a weekend, this subsistence shall be paid for Saturday and Sunday.

#### Zones:

June 1, 2015	\$87.00 per day
June 1, 2016	to be negotiated
June 1, 2017	to be negotiated
June 1, 2018	to be negotiated
June 1, 2019	to be negotiated

Transportation Allowance: The Employer shall pay transportation allowance on subsistence jobs of \$25.00 and .75 cents per mile, over 100 miles, one way, to be paid to the employee on the first regular paycheck.

Example: Job 125 AAA miles from Courthouse- 125 miles minus 100 miles equals 25 miles x .75 = \$25.00. Total -\$25.00 plus \$25.00= \$50.00 transportation allowance.

\*\*\* Both parties agree that Wauna, Oregon and the Willamette Industries and Wah Chang Mills in Albany, Oregon, are in Zone C from Portland dispatch point,

\*\*\*The basis for mileage outside of the 75 mile radius will be actual road mileage computed using AAA.



## Separation Slip

Oregon, Southern Idaho District Council of Laborers  
Local Fax #'s

Local 121:	541-389-8551
Local 296:	503-256-0462
Local 320:	503-253-3893
Local 296:	541-664-2473

Project Name/Location: \_\_\_\_\_

Employer: \_\_\_\_\_

Member's Name: \_\_\_\_\_

Last Day Worked: \_\_\_\_\_, 20\_\_\_\_

Reason for Separation:  
(check all that apply)

☐ Not Eligible for Rehire:

- ☐ Lack of Work
- ☐ Failure to Report
- ☐ Quit
- ☐ Safety/Policy Violation
- ☐ Unsatisfactory Worker

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor Signature \_\_\_\_\_

*Contractor: It is important that we know why a laborer is being returned to the hall. By completing this form you help us provide you with the best laborers available.*