

**INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION  
LOCAL NOS. 72 & 478  
CONSTRUCTION AGREEMENT**

**JUNE 1, 2016 TO MAY 31, 2019**

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**INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS OF  
AMERICA, INC.  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION  
LOCAL NOS. 72 & 478**

**JUNE 1, 2016 TO MAY 31, 2019**

**PREAMBLE**

P.1 This Agreement is a successive principle agreement to the Eastern Washington-Northern Idaho OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION 1994-1997 Industry Agreement, and all other prior agreements thereto by and between the **INTERNATIONAL PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NOS. 72 and 478, and the INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.**

P.2 For purposes of this Agreement, the A. G. C. is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the AGC to act as their bargaining agent.

P.3 This is a collective bargaining agreement between members of the **INLAND NORTHWEST AGC, INC.** (referred to as the "**Employer**"), and the **INTERNATIONAL PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NOS. 72 and 478**, acting for and on behalf of all of their Local Unions, (hereinafter referred to as the "**Union**"), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho and that part of Oregon within the jurisdiction of Local No. 478.

**ARTICLE I  
PURPOSE OF AGREEMENT**

1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING, HEAVY & HIGHWAY CONSTRUCTION work in the area affected.

1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION performing work for such Employers within the territorial jurisdiction of this Agreement.

1.4 The Union recognizes the Associated General Contractors as the exclusive agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

**ARTICLE 2  
WORK AFFECTED**

2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement as "Employer" or "Employers."

2.2 This Agreement applies to and covers all CEMENT MASONS' work to be done at the site of the construction on all building, heavy and highway projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.

2.3 The term CEMENT MASONS' work refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

**ARTICLE 3  
MANAGEMENT'S RIGHTS**

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

**ARTICLE 4  
TERRITORY COVERED**

4.1 This Agreement shall cover all CEMENT MASONS'S work in the following counties or parts of counties East of the 120th Meridian: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla, Whitman, and Yakima in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County north of Parallel 46 in the State of Idaho.

4.2 For that territory west of the 120th Meridian within the jurisdiction of Local 478 covering all of Klickitat, Yakima, and Kittitas Counties, and that part of Oregon within the jurisdiction of Local 478 the terms and conditions of this Agreement shall apply having been duly accepted by the Inland NW AGC and the affected local unions.

**ARTICLE 5  
WORK COVERED**

5.1 **BUILDING:** Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

5.2 **HIGHWAY:** Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic

Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.

5.3 **HEAVY:** Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and watermains, grade separations involving a railroad, foundations, piledriving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto, hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.

5.4 **ASBESTOS/TOXIC WASTE:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste and/or lead abatement.

## **ARTICLE 6 UNION SECURITY**

6.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.

6.2 Employers performing work covered by this agreement shall, in filling craft vacancies, utilize and be bound by the registration facilities and referral systems established by the Unions signatory hereto when such procedures are not in violation of State or Federal law.

6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company.

6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2.

6.5 No employee shall be discharged or discriminated against for union activity or representation of the Union.

## **ARTICLE 7 STRIKES & PICKET LINES**

7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 11.

7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

7.3 As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

## **ARTICLE 8 SCOPE OF AGREEMENT**

8.1 This Agreement applies to (union) work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement as defined in Article 5, as interpreted and applied in accordance with the National Labor Relations Act, as amended.

8.2 The term Cement Masons' work refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

## **ARTICLE 9 SUBCONTRACTING**

9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement except as provided below. The Employer agrees that a Cement Mason will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

9.2 Whenever the Employer is obligated to satisfy MBE-WBE or other governmental recruiting requirements the Union and the Employer by mutual agreement may waive this provision.

9.3 When potential union subcontractors are not available in the locality of the job site to perform the work and where the general contractor receives no competitive union bids by mutual agreement, the Employer and the Union may waive this provision. Provided, however, the involved unions (signatory to the agreement) and the contractor shall review the prices submitted before assigning the non-union subcontractor.

## **ARTICLE 10 HOURS OF WORK - SHIFTS - OVERTIME**

### **10.1 SINGLE SHIFT OPERATION:**

(A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.

(B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.

(C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedule, all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. Saturday shall not be utilized as a make-up day when a holiday falls on Friday. The Employer may change from a

five-eight schedule to a four-ten, or vice versa, but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week. Employees who work less than three days on a four-ten jobsite shall be paid regular time for eight (8) hours and overtime pay for two (2) hours of the ten (10) hour work day.

(D) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.

(E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours' work for eight (8) hours' pay. The Employer must give the Union notification prior to the start of a special shift.

## 10.2 MULTIPLE SHIFT OPERATION:

Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

(A) **Two Shift Operation:** On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) working days' written notice to the Union.

(B) **Three Shift Operation:** On a three shift operation, the following shall apply:  
**First Shift:** The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

**Second Shift:** The second shift shall be seven and one-half (7 1/2) hours of continuous employment, except for lunch period at midshift, and shall be paid for eight (8) hours at the straight time rate.

**Third Shift:** The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, and shall be paid for eight (8) hours at the straight time hourly wage rate.

(C) **Multiple Shift (a two or three shift) Operation** will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "man for man" relief.

(D) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

#### 10.4 GENERAL PROVISIONS:

(A) **Call Out.** When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a premium guarantee of two (2) hours'.

(B) **Paving Operations.** To take full advantage of weather conditions, starting time of operations for the paving of asphalt paving, road oiling and concrete paving will be at the option of the Employer. However, standby time will be considered as part of the regular operation and will be paid for at the regular rate.

(D) **Maintenance (Excluding Equipment Repair), Watchmen, Flagmen.** When no other work is in progress and it is necessary to keep maintenance men, watchmen or flagmen on duty on Saturdays and Sundays, they will be paid at straight time rates, but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1/2) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.

10.5 **OVERTIME:** Work performed in excess of eight (8) hours per day Monday through Friday or ten (10) hours per day, Monday through Thursday, when four ten (10) hour shifts are established, or outside the normal shift, and all work on Saturdays, or Fridays when four ten (10) hour shifts are established, except for makeup days, shall be paid at time and one-half (1/2) the straight time rate. All work performed on Sundays and holidays shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

### ARTICLE 11 LUNCH

11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.

11.2 **FIRST HALF SHIFT - LUNCH PERIOD:** If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.

11.3 **SECOND HALF SHIFT - LUNCH BREAK:** All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.

11.4 **Article 11** shall apply except when the AGC signatory Employer's work for that day is on a continuous concrete pour or paving operation that requires the Employer to work past mid-shift, then formal lunches may not be scheduled by the Employer if employees have the opportunity to observe intermittent periods for personal needs, medical needs, rest and meal periods. Employees shall be paid for all hours worked under this provision. This Article is not intended to supersede a member's right to have or request a scheduled Lunch Break.

The Employer shall inform all employees, including new hires, of this Article.

Working With Other Crafts. The Employer and the Union agree that when Cement Masons are working on the same concrete or paving crew as a Carpenter or Laborer that is not working under the same conditions as outlined in Article 11.4, the lunch provisions outlined in Article 11.4 shall not apply.

## ARTICLE 12 HOLIDAYS

12.1 Holidays recognized under this Agreement shall be as follows: **NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND FRIDAY AND SATURDAY FOLLOWING, and CHRISTMAS DAY.** Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed.

## ARTICLE 13 PAY DAY

13.1 Employees shall be paid in full on company time on the job site or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid on Thursday's shift, day shift employees will be paid on Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last work day of the job before the holiday.

13.2 When an employee voluntarily quits or terminated for cause, he shall be paid at the next regular pay day.

13.3 When employees are laid off, they shall be paid in full immediately or by check within forty eight (48) hours.

13.4 If an employee is not paid in accordance with 13.1, 13.2, or 13.3 he shall receive four (4) hours pay for each 24-hour period thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within 72 hours after the payday, layoff or discharge to be eligible for penalty pay.

13.5 Excluding weather and equipment breakdown, employees required to standby for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.

13.6 Payment shall be made by cash, check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer representative within 15 days from the pay period in question.



13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.

13.8 The availability of direct payroll deposit is at the option of the employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be discharged, laid off, disciplined, replaced, transferred or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

#### **ARTICLE 14 UNION REPRESENTATIVES & JOB STEWARDS**

##### **14.1 Union Representatives on Jobs:**

The Union representatives shall have access to all places where employees covered by this Agreement are employed, and transportation will be supplied where necessary.

##### **14.2 Shop and Job Steward Rules:**

1) Shop and Job Stewards shall be appointed by their respective unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.

2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.

3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.

4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.

5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.

6) The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.

7) Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

8) Before a Steward can be terminated, or transferred from a job or shift the Employer or his representative shall give the union 48 hours notice.

9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last (name union employee) on the job may be the Steward.

10) There shall be allowed one Steward on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

## **ARTICLE 15 SETTLEMENT OF DISPUTES & GRIEVANCES**

15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to Grievance Procedure as outlined below. In the event of violation and after forty-eight (48) hour notice to the Inland Northwest Associated General Contractors, the Union shall have the right to take economic action against such Employer to collect such monies owed.

15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, no such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer in writing or postmarked within (30) days after the alleged violation was committed. The following procedure shall be followed for settling grievances:

15.2 **STEP I:** (A) The individual Employer and the local Union Representative shall attempt to settle the dispute on a local basis.

15.3 (B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Northwest Associated General Contractors for immediate review and settlement if possible.

15.4 **STEP II:** If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.

15.5 **STEP III:** Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.

15.6 It is further understood that the grievance machinery above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

**ARTICLE 16  
JURISDICTIONAL DISPUTES**

16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

16.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

16.3 (A) Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

16.4 (B) If the disputed work cannot be satisfactorily settled between the local unions and the employer, the local unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

16.5 When requested to do so, Employers covered by this Agreement agree to furnish within 48 hours to the District Councils and local Unions, statements of their past and present practices pertaining to work on which there is or may be a pending dispute. Such statements shall be written on the individual employer's letterhead.

16.6 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

16.7 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in this labor agreement.

**ARTICLE 17  
HEALTH, SAFETY AND ACCIDENT PREVENTION**

17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. All foremen and general foremen shall carry a current first aid card.

17.2 When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.

17.3 When protection from silica dust is necessary, at the minimum, the Employer shall provide a fitted cartridge-type respirator to the employee. Cloth or paper dust masks will not be provided as protection against silica dust. This article will not supersede DOSH or OSHA requirements.

#### 17.4 SUBSTANCE ABUSE POLICY:

Drug and Alcohol screening is allowed to the extent of the Employers own policy or that of the subcontract language. Except that the cost of any testing shall be paid by the Employer.

17.5 If new hires are required to do testing or paperwork prior to starting work, applicant will be paid \$30.00 for their time, provided the employee passes the drug test.

### ARTICLE 18 SHOW UP - STANDBY & CALL BACK

18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift shall receive two (2) hours reporting pay and applicable fringes, or who work in excess of two (2) hours but less than four (4) hours shall receive four (4) hours pay and fringes, or who work in excess of four (4) hours but less than six (6) hours shall receive six (6) hours pay and fringes, or who work in excess of six (6) hours but less than eight (8) hours shall receive eight (8) hours pay and fringes at the applicable straight and overtime rates plus all other applicable compensation except as provided in 18.2. Cement Masons working less than two (2) consecutive days in a work week will be paid a minimum of two (2) hours show up and applicable fringes, four (4) hours pay and fringes for all work in excess of two (2) hours, and eight (8) hours pay and fringes for all hours worked in excess of four (four) hours.

18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Spokane, Pasco, and Lewiston the minimum is one (1) hour wages and fringes. **When a Cement Mason is working on the same payroll as another craft (that negotiates with the AGC) that is receiving a higher minimum within a 25 mile radius, then the Cement Mason will also receive the higher minimum.**

18.3 In case of sustained inclement weather, the employer and the union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hour minimum, and in excess of four (4) hours, shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.

18.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

### ARTICLE 19 EQUAL EMPLOYMENT OPPORTUNITY

19.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

19.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training, and hiring

**ARTICLE 20  
SAVINGS CLAUSE**

20.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 14 shall not apply to this Article.

20.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

**ARTICLE 21  
WARRANTY OF AUTHORITY**

21.1 This agreement shall become effective when signed by the duly constituted representative of the Inland Northwest AGC acting for and on behalf of the Employers who have individually requested the AGC to act as their individual and separate bargaining agent in individual employer units and who have also as an individual employer signed the agreement, and the duly constituted representatives of the union.

21.2 The persons signing this agreement for the Inland Northwest AGC, and the persons signing for the employer, warrant and guarantee their authority to act for the association and/or the employer.

21.3 The persons signing this agreement on behalf of the union warrant and guarantee their authority to act for and bind the union.

21.4 Each party agrees to notify the other of any employer or local union who becomes signatory to this Agreement.

21.5 It is further agreed that the liability of the employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local unions who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

**ARTICLE 22  
PUBLIC WORKS PROJECTS**

**Public Works Projects - Davis Bacon Act & Related Statutes**

22.1 In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A-276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works - Washington State, Prevailing Wage on Public Works, and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rate shall be those as established and maintained by the Master Agreement. In the event a Health and Welfare contribution rate increase exceeds forty cents (\$0.40) per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

22.2 Should the rates prevailed in a public works project be less than the negotiated rate, the contractor and the union shall mutually agree before reducing the rates below the limits as set forth herein.

22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct prevailing wage rates when responding to requests for prevailing wage data.

### **ARTICLE 23 CRAFT SCHEDULES**

23.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this agreement.

### **ARTICLE 24 SPECIAL CONDITIONS**

24.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

### **ARTICLE 25 EFFECTIVE DATE AND DURATION**

25.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of **June 1, 2016**, and shall remain in full force and effect without change until **May 31, 2019**, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after **May 31, 2016**, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement which shall apply or terminated.

25.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to **May 31, 2019**, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.

25.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U. S. Post Office.

25.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement.

**ARTICLE 26  
HEALTH CARE LEGISLATION**

26.1 In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of these funds.

**ARTICLE 27  
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)**

27.1 When an Employer who is signatory to this Agreement is required by the terms of a project contract to comply with TERO hiring requirements, the Employer shall notify the Union prior to starting any work on the project.

27.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.

27.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union cannot meet the TERO qualified and registered manpower needs in a timely manner.

27.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership and completes a waiver of fringe contributions and benefits supplied by the union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

**ARTICLE 28  
LABOR AND MANAGEMENT COMMITTEE**

29.1 A Labor and Management Committee shall be established to meet quarterly to discuss issues from the contract and issues that will improve and better the industry. A sub-committee shall also be formed with a sole purpose to develop and implement a defined contribution benefit plan (401k).

**LABOR AGREEMENT BETWEEN  
INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION LOCAL NOS. 72 & 478**

IN WITNESS WHEREOF, this Agreement, including all schedules, has been executed by the parties hereto as that date first above mentioned.

**OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION LOCAL NOS. 72 & 478**

  
\_\_\_\_\_  
Jim Geren, Chairman  
Negotiating Committee

Date 6-27-2016

IN WITNESS WHEREOF, this 1st day of June, 2016, the labor agreement between the Inland Northwest Associated General Contractors and Operative Plasters & Cement Masons International Association, has been executed by the Inland Northwest Associated General Contractors of America, Inc., on behalf of certain individual member firms who have individually ratified this Agreement, and have further authorized the Chapter to execute the Agreement on their behalf.

**INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.**

  
\_\_\_\_\_  
JIM CAMERON, Chairman  
Negotiating Committee

Date 6-24-16



# SCHEDULE "A"

## CEMENT MASONS LOCALS 72 & 478

### WAGE RATES

Zone rates will apply to all work outside a 45 mile radius from the main post office of Spokane, Pasco, Lewiston & Wenatchee. Moses Lake – Zone 2 rate applies unless the employees' Main post office of his/her established residence is within a 45 mile radius.

**SEE ZONE MAP:  
ZONE CENTERS:  
Spokane, Pasco, Lewiston, Wenatchee  
ZONE 1 = 0-45 MILES  
ZONE 2 = 45 MILES & OVER**

\*TOTAL INCREASE: 7/1/16 = \$120    6/1/17 = \$1.40    6/1/18 = \$1.30

		(\$0.12)		
	<u>5/31/2016</u>	<u>7/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>
<b>ZONE 1:</b>	<b>\$27.01</b>	<b>\$27.13</b>	<b>TBD</b>	<b>TBD</b>
<b>ZONE2:</b>	<b>\$29.01</b>	<b>\$27.13</b>	<b>TBD</b>	<b>TBD</b>

<b><u>Local #478 – Oregon Jurisdiction 6/1/2006</u></b>	
<b><u>Wages Contact Local 478</u></b>	
<b><u>Fringes</u></b>	<b>"</b>
<b><u>Zone 5</u></b>	<b>"</b>

**CEMENT MASON CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO:**

- Rodding, Tamping, Floating, Patching, Stoning, Rubbing, Sack Rubbing
- All exposed aggregate finishing and sealing. All architectural finishing, staining, stamping and coloring, washing and power washing of concrete, polymer, latex and composite materials.
- Use of all diamond grinders, buffers and polishers for the purpose of polishing or burnishing of concrete. Application of all concrete densifiers. Application and diamond or abrasive polishing of all overlayments. Clean-up of slurry or residue from polishing processes.
- Setting of screeds, screed forms, curb & gutter & sidewalk forms
- Preparation of all concrete for caulking of the joints and the caulking of the expansion joints
- Preparation of concrete for the application of hardeners, sealers and curing compounds and their application. Grouting and dry packing of all machine bases
- Removal of snap ties and she bolts and other form devises prior to patching of concrete
- Power Troweling Machine Operator
- Troweling of magnesite, torganal, or materials with epoxy
- Bases or oxichloride base
- All power Grinders, Bush Hammers, Chipping Gun
- Gunite Nozzleman
- All sandblasting for architectural finishes, patch preparation and exposing of aggregate for finish
- Concrete Sawing and Cutting for control and expansion joints and scoring for decorative patterns
- Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines and Scarifiers

Grinding, Bushing or chipping of toxic materials or high density concrete  
 Operating of power tools on a scaffold.

**FOREMAN:** \$1.50 per hour above the highest paid worker on the crew.

**GENERAL FOREMAN:** \$1.50 per hour above the highest paid foreman on the crew.  
 (General Foreman rate applies when he/she has one or more foreman under his/her direction)

**APPRENTICESHIP RATES**

**CEMENT MASON APPRENTICE: % PER 1000 HRS (PER 1600 HRS after 9/1/13)-**

	<u>5/31/16</u>	<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
60%	\$16.21	\$16.28	TBD	TBD
70%	\$18.91	\$18.99	TBD	TBD
80%	\$21.61	\$21.70	TBD	TBD
90%	\$24.31	\$24.42	TBD	TBD

**FRINGE BENEFITS Local 72**

	<u>6/31/16</u>	<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
Health & Security	\$6.10	\$7.08	TBD	TBD
Pension	\$5.84	\$5.94	TBD	TBD
Apprenticeship & Training	\$0.60	\$0.60	TBD	TBD
International Training Fund	\$0.05	\$0.05	TBD	TBD
Defined Contribution	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.20</u>	<u>\$0.10</u>
<b>TOTAL</b>	\$12.59	\$13.67	TBD	TBD

**Deduct from net wages**

Credit Union	(1.40)	(1.40)	(1.40)	(1.40)
Dues Check-Off-	(1.73)	(1.78)	(TBD)	(TBD)
NW Fair Contracting	(0.04)	(0.04)	(0.04)	(0.04)

**Note: Apprentices dues check-off shall be a percentage of the journeyman dues check-off correlating to their current apprentice wage rate. The employer shall deduct 60% of the journeyman dues check-off from 60% apprentices, 70% of the journeyman dues check-off from 70% apprentices, 80% of the dues check-off from 80% apprentices, and 90% of the journeyman dues check-off from 90% apprentices.**

**FRINGE BENEFITS Local 478**

	<u>6/31/16</u>	<u>7/1/16</u>	<u>6/1/16</u>	<u>6/1/18</u>
Health and Security	\$6.10	\$7.08	TBD	TBD
Pension	\$5.84	\$5.94	TBD	TBD
Apprenticeship & Training	\$0.60	\$0.60	TBD	TBD
International Training	\$0.05	\$0.05	TBD	TBD
Defined Contribution	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.20</u>	<u>\$0.10</u>
<b>TOTAL</b>	\$12.59	\$13.67	TBD	TBD

**Deduct from net wages**

Credit Union	(1.40)	(1.40)	(1.40)	(1.40)
Dues Check-Off-	(2.25)	(2.25)	(2.25)	(2.25)
NW Fair Contracting	(0.04)	(0.04)	(0.04)	(0.04)

**Note: Apprentices dues check-off shall be a percentage of the journeyman dues check-off correlating to their current apprentice wage rate. The employer shall deduct 60% of the journeyman dues check-off from 60% apprentices, 70% of the journeyman dues check-off from 70% apprentices, 80% of the dues check-off from 80% apprentices, and 90% of the journeyman dues check-off from 90% apprentices.**

\*The increase on 7/1/16 shall be committed to wages except monies may be taken From the wages to Health and Security, Pension, and Apprenticeship Training under the following conditions. Notification or implementation of this option must be made sixty (60) days prior to the scheduled increase by a joint letter of recommendation by the trustees.

#### **DISPATCH POINTS**

##### **WASHINGTON:**

**PASCO – Local 478** 4000 W. Clearwater Ave, Suite D, Kennewick WA 99336 (509) 396-9955

**SPOKANE – Local 72** 3921 E Main, Spokane WA 99202 (509) 326-0575

#### **DOUBLE BREASTING AND COMMON SITUS:**

If during the term of this agreement legislation is enacted which alters the present NLRB case law governing so called "double breasted operations" or alters the NLRB case law regarding so called "common situs picketing," and such case law creates a work stoppage initiated by the parties to this agreement on the employer's projects, then upon written notification identifying the problems, either party to this agreement may declare this agreement open for negotiations to discuss the terms and conditions contained.

# SCHEDULE B

## CEMENT MASONS LOCALS 72 and 478

### TRUST FUNDS

**SECTION 1. HEALTH & WELFARE PROVISION.** In addition to the wage rates listed in Schedule A, the Employers shall pay into a Health and Security Fund known as the "Cement Masons and Plasterers Health and Welfare Trust Fund" the amount of **seven dollars and eight cents (\$7.08)** per compensable hour worked for each Cement Mason covered by this Agreement, effective for hours worked commencing July 1, 2016.

The Trust fund referred to in this Section shall be administered by a joint-labor management board of trustees. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreement establishing the trust fund, which is incorporated herein by reference. The Employer agrees to be bound by all past and future lawful acts of the Trustees of the trust fund. The Employer designates the lawfully appointed Employer Trustees of the trust fund and their successors as its representative on the trust fund.

Payments required by this Section shall be due (i.e., postmarked or received) on the fifteenth (15<sup>th</sup>) calendar day of the month next following the month in which the hours were worked. Payments and completed report forms shall be sent to the third party administrator designated by the Trustees. In the event the employer fails to make any of the contributions required by this Section, such Employer shall be required to pay, in addition to the principal sum due, liquidated damages, interest, reasonable attorney fees and costs of collection, as set forth in the Trust Agreement.

The Trustees shall have the authority to conduct a payroll audit of the Employer pursuant to the Trust Agreement, and pursuant to the policies for collection of contributions or payroll examinations adopted by the Trustees.

**SECTION 2. RETIREMENT PROVISION.** In addition to the wage rates listed in Schedule "A", the Employers shall pay into a Retirement Fund known as "The Washington-Idaho Cement Masons-Employers Retirement Trust," effective **July 1, 2016, Five dollars and ninety four cents (\$5.94)** per compensable hour worked for each Cement Mason covered by this Agreement. Such payment shall be made monthly on or before the 15<sup>th</sup> of the month following that for which contribution is being made and shall be deposited in a delegated bank or banks, in accordance with the negotiated Trust Agreement dated July 20, 1965, between the Inland Northwest Associated General Contractors of America and the Eastern Washington and Idaho Cement Masons. The Trust Agreement shall be attached to and become a part of this Agreement.

**SECTION 3. CREDIT UNION PROVISION.** As a deduction from the wage rate listed in the Schedule A, the Employer shall pay into **Numerica Credit Union, Spokane WA, effective June 1, 2016, one dollar and forty cents (\$1.40)** per compensable hour worked for each Cement Mason covered by this Agreement. Such payment shall be made monthly on or before the 15<sup>th</sup> of the month following that for which the contribution is being made and shall be deposited in the bank or banks delegated to accept the other funds listed in this Article.

The purpose of these contributions is to create individual share accounts in the Credit Union for each Cement Mason covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration. Neither the Employer Association, nor an individual Employer, nor the Union shall participate in the administration of said Credit Union.

It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes and that the pro-rata cost of such forms, and of the collection and accounting thereof will be deducted from the contributing and be paid to the fringe benefit administrator, and the balance remaining will be credited to the individual share accounts.

It is further understood that the Credit Union deduction from the employee's wages shall be from the net wages after all payroll taxes have been deducted from the gross wages.

It is further understood that the charter and bylaws of the Cement Masons Credit Union will be amended to extend membership to all Cement Masons covered by this Agreement.

**SECTION 4. TRAINING PROVISION.** In addition to the wage rates listed in the Schedule A, the Employers shall pay into a training fund known as "The Cement Masons and Plasterers Training Trust of Washington" the amount of **sixty cents (\$0.60)** per compensable hour worked for each Cement Mason covered by this Agreement effective for hours worked commencing July 1, 2016.

The trust fund referred to in this Section shall be administered by a joint-labor management board of trustees. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreement establishing the trust fund, which is incorporated herein by reference. The Employer agrees to be bound by all past and future lawful acts of the Trustees of the trust fund. The Employer designates the lawfully appointed Employer Trustees of the trust fund and their successors as its representative on the trust fund.

Payments required by this Section shall be due (i.e., postmarked or received) on the fifteenth (15<sup>th</sup>) calendar day of the month following the month in which the hours were worked. Payments and completed report forms shall be sent to the third party administrator designated by the Trustees. In the event the Employer fails to make any of the contributions required by this Section, such Employer shall be required to pay, in addition to the principal sum due, liquidated damages interest, reasonable attorney fees and costs of collection, as set forth in the Trust Agreement.

**SECTION 5. INTERNATIONAL TRAINING TRUST.** In addition the wage rates listed in Schedule A, the Employers shall pay into a training fund known as "The OPCMIA International Training Fund" effective **July 1, 2016 a sum equal to five cents (\$0.05)** per compensable hour worked for each Cement Masons covered by this agreement. Such payment shall be made monthly on or before the 15<sup>th</sup> of the month following that for which contribution is being made and shall be deposited in a delegated bank or banks, in accordance with the Trust Agreement dated February 12, 2015, between the OPERATIVE PLASTERERS AND CEMENT MASON' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, AFL-CIO, (hereafter referred to as the "Union"), and WYATT, Inc., VERSATILE COATINGS, LANDGREBE INTERIOR CONSTRUCTION, GARCO CONSTRUCTION, HOOVER AND WELLS FLOORING, and SCURTO CEMENT, LTD (hereinafter referred to as the "Settler Employers") and the Trustees who will who will be designated in the Trust Agreement.

**SECTION 6.** In the event an Employer fails to make the required monetary contributions in conformity with Sections 1, 2, 3, and 4, of this Article, the Union will take any economic action the Trustees of the funds deem necessary to insure the proper collection of these contributions.

□ □ □

## SCHEDULE C

### CEMENT MASONS HIRING HALL

SECTION 1. (A) In compliance with the National Labor Relations Act of 1947, as amended, the Union agrees to maintain at its local office a list of unemployed workmen who are competent to perform the work classifications contained in Schedule "A" of this Agreement. Such list shall contain the names of such qualified Union members as may be unemployed, together with such qualified non-union workmen as may apply to the Union for employment. Further, the list shall be maintained without discrimination as to membership or non-membership in the Union.

(B) Each Employer may call by name any of those workmen on the out-of-work list regardless of the workman's place on the out-of-work list.

(C) The Employer shall give preference in hiring to local men who are qualified to perform the work.

SECTION 2. The Employer unqualifiedly reserves the right to reject all applicants for employment and shall have the right to determine the competency and qualifications of men referred by the Union and the right to hire and discharge accordingly.

SECTION 3. (A) The Union is recognized as sole bargaining agent for employees covered by this Agreement. When workmen other than those described in Section 1 (B) of this Article are needed, the Employer will notify the proper Union of the number and classification of employees needed, and it shall be the responsibility of the Union to refer the necessary men required by the Employer.

(B) It is recognized that the Union is the principal but not necessarily the sole source of procuring workmen and when the Union refers men, it shall be a non-discriminatory basis and shall not be based on, or in any way affected by, the Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of the Union membership, policies or requirements. The provisions relating to the functioning of the hiring arrangement shall be posted in places where notices to employees and applicants for employment are customarily posted.

(C) All new employees hired shall be reported to the Union in writing once during each payroll period in order that the Union may properly maintain its list of available workmen on a current basis, and carry out the provisions of Union Security.

(D) When new hires are requested for interview in accordance with the hiring procedure of this Agreement and either party to this Agreement creates an abuse, the grievance procedure as outlined in Article 15 shall be followed.

□ □ □

# SCHEDULE D

## CEMENT MASONS LOCALS 72 and 478

### WORK RULES

1. **FOREMAN:**

- (A) The minimum rate for Foreman shall not be less than one dollar and fifty cents (\$1.50) per hour above the highest paid worker in his crew. General Foreman shall be not less than one dollar and fifty cents (\$1.50) per hour above the highest paid Foreman in his crew.
- (B) Cement Masons to work only under direct supervision of a Foreman of their craft; in the event that there are less than two Cement Masons on the job, the Masons may take orders only from the job superintendent. When two (2) Cement Masons or more are employed on a job, one shall be appointed Foreman and shall receive Foreman's pay.

2. **TOOLS, DRY SHACK, SAFETY EQUIPMENT:**

- (A) Any special tools such as respirators, goggles, edgers, special base tools, long-handled floats, brushes, brooms, straight edges, rubbing stones, belts, rubber floats, or any other tools not ordinarily carried by the employee shall be furnished by the Employer.
- (B) Goggles shall have clear clean lenses and have side shields. Where rain and wet gear and shacks are furnished for the other crafts, they will be made available for use by the Masons.
- (C) All respirators shall be of a cartridge type kept in clean sanitary condition equipped with a cartridge recommended for filtering of cement dust or fumes with adequate supply of replacement filters.

3. **DRY SHACK:**

Unless otherwise mutually agreed between the Employer and the Union, there shall be a dry shack with adequate heat for the purpose of storing tools safely, changing clothes, and eating lunches.

- 4. All swinging scaffolds using rope must have block and tackles or the mechanical driven devices.
- 5. The use of guard rail rolling scaffold projecting below the deck of a structure when used over the traffic will require that the highway department or contractor stop all traffic or furnish a flagman.

6. **BEGINNING OF POUR:**

When finishing is required, a sufficient amount of Finishers must be present at time of pour so work can be satisfactorily performed.

7. **CONTRACTOR RULE:**

Journeyman Cement Masons shall not accept employment with a Contractor who works with the tools of the trade unless said Contractor is a practical Cement Mason, and no Contractor shall be allowed to work with the tools unless he has at least one (1) Journeyman working with him. Where there are partners in the contracting business, no more than one shall work on the same job at the same time.

8. **ADMIX:**

When admix or time to be factors, the Cement Masons will be notified prior to the pour.

9. **STAGGERED SHIFTS:**

Cement Masons do not work staggered or split shifts.



**LETTER OF UNDERSTANDING  
COVERING  
COMMERCIAL & RESIDENTIAL CONSTRUCTION  
BETWEEN  
INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION  
LOCAL NOS. 72 & 478**

**JUNE 1, 2016 TO MAY 31, 2019**

SECTION 1. This understanding entered into the **1st day of June, 2016**, shall apply to all commercial and residential projects.

SECTION 2. (A) The understanding shall cover the jurisdictional area described as in Article 4, Territory, of the Master Labor Agreement.

(B) This letter of understanding is not applicable to any union-financed project

SECTION 3. The work performed on the project shall be for all construction within the recognized jurisdiction of the Union.

SECTION 4. This Letter of Understanding shall cover all privately funded projects involving the construction, alteration, or repair of buildings, and structures of under **\$4,000,000 excluding Mechanical and Electrical**.

The work covered by this Letter of Understanding will be:

- |                                 |                                  |
|---------------------------------|----------------------------------|
| 1. Churches                     | 5. Hospitals                     |
| 2. Grocery Stores               | 6. Office Buildings & Apartments |
| 3. Department Stores            | 7. Warehouses                    |
| 4. Clinics and Doctors' Offices | 8. Restaurants                   |

**ADOPTION OF MASTER LABOR AGREEMENT**

The parties agree to be bound by, to adopt and incorporate by reference as a part of this understanding all of the terms and conditions (including all monetary contribution requirements) of the labor agreement.

**NOTIFICATION**

The Employer shall notify the union when a job is to be performed under this Agreement. Prior to starting work, a pre-job conference and/or markup shall be held between the contractor and the union when requested.

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**COMPLIANCE AGREEMENT**

An Employer to be eligible to utilize the terms of this understanding must be party to the master labor agreement.

**WORK CLASSIFICATIONS**

SECTION 1. The classification of employment shall be as set forth in the wage schedules of the master agreement and shall be computed and dispatched at ninety-five percent (95%) of the master labor agreement.

SECTION 2. Wage rates for apprentices shall be computed and dispatched according to the master labor agreement, but at no time shall an apprentice receive more than a journeyman.

SECTION 3. Fringe benefits will be paid in accordance with the master labor agreement.

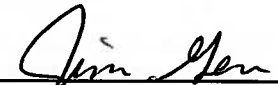
**EFFECTIVE DATE & DURATION**

It is mutually agreed and understood by the parties signatory hereto, that this understanding shall be in full force and effect as of **June 1, 2016**, and termination shall coincide with the master labor agreement.

**SPECIAL CONDITIONS**

In order to preserve work for the union members and make the Employer more competitive on all projects, the Union and the Employer may mutually agree to put this understanding into effect on projects higher than the coverage allowed in Section 4. In addition, both parties may mutually put into effect special wages and conditions for specific areas or projects for a specific period of time.

**OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION**

*Sin. Green*  
  
\_\_\_\_\_  
Devin Johnson, Chairman  
Negotiating Committee

6-27-2016  
Date

**INLAND NORTHWEST CHAPTER ASSOCIATED GENERAL CONTRACTORS**

  
\_\_\_\_\_  
JIM CAMERON Chairman  
Negotiating Committee

6-29-16  
Date

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