



## AGREEMENT

BETWEEN

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

AND

OPERATIVE PLASTERERS & CEMENT MASONS  
INTERNATIONAL ASSOCIATION PLASTERERS LOCAL #82  
OF PORTLAND, OREGON

EFFECTIVE AS OF July 1, 2019  
EXTENDED BY LETTER OF UNDERSTANDING  
TO BE EFFECTIVE THROUGH June 30, 2023

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(Note: Language that is new in 2019 is underlined.)

A G R E E M E N T  
BETWEEN  
ASSOCIATED WALL AND CEILING  
CONTRACTORS OF OREGON AND SOUTHWEST WASHINGTON, INC.  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION  
PLASTERERS LOCAL #82 OF PORTLAND, OREGON

This Agreement made and entered into this day, July 1, 2019, thru June 30, 2023, between the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., acting for its members, these parties being referred to herein after as the "Contractor", which word for the purpose of this agreement shall be construed to mean, jointly or severally, as the context may call for, all of the members of said Association and Operative Plasterers and Cement Masons International, Local Union #82, of Portland, Oregon, referred to hereinafter as the "Union".

**PURPOSES**

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

**ARTICLES OF AGREEMENT**

**ARTICLE I.                    TERRITORY AND JURISDICTION**

Section 1. This Agreement shall cover the entire State of Oregon, and the following area in the State of Washington: The Counties of Klickitat, Skamania, Clark, Cowlitz, and Wahkiakum. Note: It is mutually agreed that any Local Union whose headquarters are outside the territory described herein, but whose jurisdiction is within the territory, shall abide by and be governed by all the terms, conditions and wage rates as contained in this Agreement, when working within this territory.

Section 2. The work covered by this Agreement shall be as follows:  
(a) All interior or exterior plaster and plaster like related products and plastering systems to include, but not be limited to,

cement, stucco, simulation stone or any patent material when cast, the setting of same, sticking of corner beads, the plastering and finishing with hot composition materials in vats, compartments or wherever applied; the application of crushed, marble or ceramic chips and broken glass where imbedded in plaster, cement, or other materials. The plastering of all joints, nail-holes, bruises, etc., on wall board, including the placing of fiberglass tape, texturing and spraying of walls and ceilings, regardless of the base, and whether applied by machine or the hawk and trowel;

(b) Venetian and all decorative type plaster finishes,

(c) all fireproofing, fireproof patching, intumescent coatings, spray foam insulation and related products and systems of any type, for all building assemblies including, but not limited to, all steel beams, columns, metal decks and vessels with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum or metal lath or directly, regardless of application process;

(d) grouting and filling of door bucks, runners and similar installations;

(e) all ornamental type plastering, including casting, installing and pointing of pre-cast cornice, columns, domes, niches, pilasters, beams, etc., all moldings run in place or cast; all types of theme type plaster, including rock and waterscape scenes;

(f) setting in place of plasterboard, ground blocks, patent dots, cork plating for plaster grounds;

(g) placing of polystyrene foam or fiberglass for EIF Systems including temporary nailing, cutting and fitting in connection with the sticking of the same, regardless of thickness, cutting, placing and imbedding of fiberglass or nylon mesh including the plastering of both coats and the finish of EIFS systems and all other exterior wall insulation and plaster finish systems, regardless of the tools used and regardless of the type of base these materials may be applied to, such as direct application to exterior sheeting, cement board, block CMU and/or concrete;

(h) sticking, nailing and screwing of all composition caps and ornaments;

(i) patching, scratching, browning, skimming and finishing of all walls and ceilings including when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of terrazzo or tile and the application of any plastic material to the same;

(j) all weather, water and air barrier and related products and systems of any type

(k) The application of all bonding agents, interior and exterior, and mastic, the spraying of or application by hand, troweling or finishing of Nu-Klad, Block-bond, Thora-Seal, and all other coatings or epoxy materials on floors, walls and ceilings;

(l) the plastering of acoustical or radiant heat ceiling regardless of material or method of application used;

(m) the application , preparation, mixing, covering, cleanup, handling of materials and oversight of any of the above mentioned work processes; and

(n) the application of fire caulking and head of wall fire stop.

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

Section 4. Plasterers shall have control over the air pressure, and the plasterer on the nozzle must have control of the switch to turn the gun off and on.

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

## ARTICLE II.

### RECOGNITION

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

into the fringe benefit trust funds in this Agreement shall continue to be members of the bargaining unit.

**ARTICLE III.            HIRING OF Plasterers**

**Section 1.**

- (a) The Contractor and the Union agree to observe the Federal and State laws prohibiting discrimination in employment on account of age, sex, race, color, creed, or national origin.
- (b) The Contractor recognizes the Union as the sole and exclusive bargaining representative of all journeymen and apprentice in the employment of the Contractor with respect to wages, hours, fringe benefits and other terms and conditions of employment on any and all work covered by this Agreement.
- (c) All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the dates of their employment, or the effective date of this Agreement, whichever is later. All requests by the Union for removal of any employee for non-payment of or failure to tender initiation fees and/or dues shall be made to the Contractor in writing, in which event the Contractor agrees to remove the employee involved.
- (d) In order to perpetuate the skills required in the industry covered by this Agreement and to promote the employment of competent and experienced help necessary for production, good workmanship and efficiency, it is agreed: That the Union shall establish and maintain open and Non-Discriminatory lists for employment of technicians in the work and area jurisdiction of the Union. As used herein, the term "Open and Non-Discriminatory" employment list means that the selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any aspects or obligations of Union membership, policies or requirements.
- (e) That the Contractor shall first call upon the Union for such Journeymen and Apprentices as he may from time to time need, except that the Contractor may call and hire his regular or normally hired employees directly, and the Union shall immediately use its best efforts to furnish to the Contractor the required number of qualified and competent technicians and

skilled mechanics of the classifications needed by the Contractor.

- (f) That the Union will furnish each such required competent workman or skilled mechanic entered on its list to the Contractor by use of a written referral and will furnish such workmen or skilled mechanics from the Union's listings provided that the Contractor shall have the right to call for and obtain from the list any specifically named workmen without regard to the requested man's place on the out-of-work list. It shall be the obligation of the Union in all cases to disclose to the Contractor on request the names of all technicians who at the time of such request are on the out-of-work list.
- (g) The contractor agrees not to trade or refer employees from one Contractor to another, but to call the Union foremen on the out-of-work list.
- (h) In hiring and lay-off, the Contractor further agrees to give preference to employees previously employed as journeymen plasterers or apprentice plasterers who have resided and have been employed in the geographical area of the Local Union covered by this Agreement for a period of one year.
- (i) Superannuated Retired employee's scale to be agreed upon by the Contractor, Individual and Union at the time of employment.
- (j) The Union shall have the right to select a shop steward on all jobs. He shall not be discriminated against for the performance of the duties of a shop steward. If not done within a week, the Business Agent shall appoint one from among the workers on the job.
- (k) The Business Agent of the Union shall be permitted to visit any job or project at any time. The Contractor shall assist the Business Agent in securing admissions to those projects that have military or other security regulations.
- (l) Experienced and skilled employees will be referred to the Contractors for the consideration of employment in the plastering or drywall field.
- (m) It is understood that any part of this Agreement that is in conflict with any part of the Federal or State Laws, the Federal or State Laws will have precedence over the terms of this Agreement, and the rest of the Agreement will remain in effect.
- (n) The Union agrees to enter into a "Key Employee" agreement with the contractors that are signatory with both Local 82 and sister

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

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

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

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

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

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

Section 7. The Contractor agrees to give his support and cooperation with the Union in changing or adding to the City Plastering code for the betterment of the industry, and fill out the necessary forms to establish prevailing wages for Davis-Bacon Bacon work when requested by the Union.

If the voters or legislature should repeal the Oregon Prevailing Wage laws (Little Davis-Bacon), the contract may be re-opened by either party with a thirty (30) day written notice to the other party.

#### **ARTICLE IV.      WAGES, Hours, Shifts, Holidays and Travel**

##### **Section 1. Wages**

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



Effective 07/01/2019 \$54.60 Total Package  
Effective 07/01/2020 \$56.92 Total Package  
Effective 07/01/2021 \$58.63 Total Package  
Effective 07/01/2022 \$60.39 Total Package

Section 2. Change of Fringe

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

Section 3. Work Hours

Eight (8) hours shall constitute a day's work between the hours of 6:00 A.M. and 5:00 P.M., Monday through Friday (for Shift Work see Section 9 of this Article). It is the Contractor's responsibility to notify the employees if they are not to report for work.

Section 4. Show-Up and Stand-By

- (a) When qualified Workers report for work as directed and for whom no work is provided, they shall be paid sixty dollars (\$60.00) reporting expense 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 workers entitles to reporting expense shall not be required to remain on the job site except as provided below.
- (b) Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours, but less than six (6) hours shall be paid for six (6) hours and if worked more than six (6) hours, but less than eight (8) hours shall be paid for eight (8) hours.
- (c) The above shall not apply if the work stoppage is due to equipment breakdown or weather conditions beyond control of the Employer.
- (d) If an Employee leaves or quits of his/her own volition, he/she shall be paid actual time worked at the applicable straight time or overtime rates. If a new hire is put to work and judged by the employer to be unsatisfactory, the Worker shall be paid only for the actual time worked.
- (e) The employer may request the employees to remain on the job for up to two (2) hours on a standby basis. If not put to work during this two (2) hour period the employee shall receive two (2) hours wages plus fringes, but shall not receive the sixty

dollar (\$60.00) reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirements of this article.

Section 5. Overtime

- (a) Over eight (8) hours up to twelve (12) hours shall be paid at time and one-half (1/2); thereafter double-time. Saturday shall be paid at time and one-half (1/2) for the first eight (8) hours; thereafter at double-time. Sunday shall be paid at the double-time rate.
- (b) All overtime work shall be reported to the Union by the Contractor and Employee before starting, except if it is less than two (2) hours at the end of a regular shift, Monday through Friday.
- (c) Any employee required to work overtime more than two (2) hours, shall quit at the regular time and take not less than one-half (1/2) hours rest before returning to work, and observe the same hours as apply to work during regular working hours, except overtime be paid by the hourly rate instead of quarter time.

Section 5. Holidays

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

Section 6. ZONE PAY:

This section is not intended to interrupt a member's unemployment rights due to refusing to be dispatched out of area. The following allowances shall be paid:

- (a) All jobs or projects located sixty-one (61) miles to eighty (80) miles from the respective city hall of the cities listed below shall receive Zone "A" allowance. The taxable rate of pay shall be increased by six dollars (\$6.00) per hour.
- (b) All jobs or projects located more than seventy eight-one (81) miles to one hundred (100) miles from the respective city hall of the cities listed below shall receive Zone "B" allowance. The taxable rate of pay shall be increased by nine dollars (\$9.00) per hour.

- (c) All jobs or projects located more than one hundred and one (101) miles from the respective city hall of the cities listed below shall receive Zone "C" allowance. The taxable rate of pay shall be increased by twelve dollars (\$12.00) per hour. When transportation or overnight accommodations of equal or greater value are provided by the employer, the twelve dollars (\$12.00) per hour requirement may be waived.
- (d) All jobs or projects located more than three hundred (300) miles will be Zone "H" allowance. The basic rate will be \$12.00 per hour seven (7) days a week for eight (8) hours unless other arrangements are made between the Union and the Contractor.
- (e) From Portland, Medford, Salem, Eugene, The Dalles, Coos Bay, Newport, Seaside, La Grande, and Bend, Oregon, Zones will be from said cities City Hall to job site address.
- (f) Dispatch points are determined by Contractors' place of business closest to the above cities. Employees hired on site of the above named cities shall not be entitled to zone pay.

Section 7. FOREMEN:

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

Section 8. MAKE UP DAY:

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

(b) Employers found to have violated this Section may be denied the right to utilize its provisions in the future.

Section 9. SHIFT WORK:

- (a) Regular hours are 6:00 am - 5:00 pm. Special shifts may be set outside regular hours (upon notice to the Local Union) prior to commencing work. When special shifts are set, eight hours shall constitute a special shift and shall be paid at the straight time hourly rate, plus 10% of taxable wage premium pay per hour.
- (b) A four (4) day - 10 hour shift may be established Monday, Tuesday, Wednesday, Thursday or Tuesday, Wednesday, Thursday, Friday.
- (c) No employee shall work shift work for any other Contractor unless there is at least a four (4) hour span after his normal eight (8) hour shift.

Section 10. NOZZLE Technicians:

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

Section 11. SWINGING SCAFFOLD:

All swinging scaffold work to be \$1.00 per hour above regular hourly scale.

Section 12. VACATION DEDUCTION:

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

Section 13: Sick Leave

The Associated Wall and Ceiling Contractors of Oregon and SW Washington and Operative Plasterers and Cement Masons International Association Local 82 wish to clarify the application of the Washington State Sick Leave law to the terms of the

agreement between the parties and to the terms of policies maintained by the signatory Employer.

The parties acknowledge:

- (a) Washington mandates that Employers provide paid sick leave to Employees, as codified at RCW 49.46.
- (b) Laws of 2019, ch. 236, §4, recognizes the need for flexibility and portability of benefits for construction industry employees.
- (c) Effective July 28, 2019, Washington law provides an exception for construction workers covered by a collective bargaining agreement, provided the collective bargaining agreement provides benefits equivalent to Washington's Paid Sick Leave, except the payment of leave at the normal hourly compensation may occur before usage.
- (d) The parties agree:
  - 1. The Union is an approved referral union program authorized under RCW 50.20.010 and in compliance with WAC 192-210-110.
  - 2. The agreement and the policies maintained by the Employer establish equivalent sick leave provisions, as required by Washington's Paid Sick Leave Law, RCW 49.46.200 through 49.46.830, including:
    - a. granting each Employee at least one hour of time off for authorized sick leave uses for every 40 hours worked;
    - b. authorized sick leave use includes time off:
      - i. for an employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventative medical care;
      - ii. for care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care;
      - iii. for closure of the employee's place of business or child's school or place of care by order of a public official for any health-related reasons; or
      - iv. for certain reasons related to domestic violence, sexual assault or stalking as defined by law.
    - c. allowing Employees to use time off for authorized sick leave uses in the smallest increment of time tracked by the Employer's payroll system;
    - d. paying into each Employee's vacation fund an amount that meets or exceeds the normal hourly compensation;

- e. permitting at least 40 hours of accrued but unused paid sick leave to carry over annually;
- f. requesting verification of an Employee's need for sick leave only for absences exceeding three days or as otherwise permitted by law, as long as verification does not result in an unreasonable burden or expense to the Employee;
- g. requiring notice of foreseeable leave 10 days, or as early as practicable, in advance of the use of paid sick leave and notice of unforeseeable leave as soon as possible before the required start of the employee's shift, unless it is not practicable to do so;
- h. restoring benefits as required by law to employees if they are terminated and rehired within 12 months of separation; and
- i. prohibiting retaliation for any Employee's lawful use of sick leave or any other rights provided under the Minimum Wage Requirements and Labor Standards Act.

3. The agreement between the parties requires Employers to contribute in the form of fringe benefits (i.e. the Vacation fund), and Employees may use those funds for any purpose, including purposes covered by the State of Washington Paid Sick Leave Law.

4. No Employee covered by the contract will be discriminated against for using or attempting to use or exercising rights relating to the Vacation Fund article in the agreement.

5. The benefits provided for in the contract between AWCC and Union provide benefits that exceed or are equivalent to Washington's Paid Sick Leave, except the payment of leave at the normal hourly compensation may occur before usage.

6. To the extent allowed by law, this addendum and other provisions of the agreement constitutes an express waiver of the provisions in 49.46.200 through 49.46.830 in clear and unambiguous terms. Should this addendum be found to not meet the construction exemption of RCW 49.46 by direction, decree, or order from an arbitrator, Washington's Department of Labor and Industry, or a court of competent jurisdiction, the parties agree to meet without delay and negotiate changes to this addendum and, if necessary the agreement, to qualify for the construction exemption of RCW 49.46 within thirty (30) days unless mutually extended. The remaining parts or provisions of this addendum and the agreement shall remain in full force and effect.

Section 13. UNION DUES DEDUCTION:

The Employer agrees to deduct union dues from the individual employee's net pay after taxes and remit the same to the Union in accordance with the applicable law during the life of this agreement. It is understood that the Employer will remit to the Union the dues deducted each month, in accordance with this Agreement on the remittance forms used for fringe benefit contributions to Plasterers' Fringe Benefit Fund. Said amount to be determined by the Union and written notice of change will be given to Employers with 30 days.

Section 14. PAY PERIODS:

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

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

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

Section 15. BREAK PERIODS:

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

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

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

ARTICLE V.

**HEALTH AND WELFARE**

Section 1. Agreement to Pay

(a) The Contractor agrees to pay, based on employees hours worked, Health and Welfare benefits to the Cement Masons - Employers Health, Welfare and Vacation Trust on behalf of all



employees covered by this agreement for the purpose of establishing health and welfare benefits.

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

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

#### Section 4. National Health Care Exclusion

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

### ARTICLE VI.

### PENSIONS

#### Section 1. Trust Agreement

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

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

(c) The parties agree that the Pension Trust Fund Agreement, amendments modification, renewals, restatement, and all future modifications and amendments are hereby incorporated by reference in this agreement and that the trustees of said Pension Trust Funds are authorized to act on behalf of the parties to this agreement; and further, that signatory employers not represented by the



Associated Wall and Ceiling Contractors hereby designate the Employers Trustees provided in said Trust Agreements, to act as their representatives in the administration of the Trust Fund, and acknowledge that said representatives have authority to bind them to any changes, modifications, and amendments to the Trust Agreements during the life of this agreement, including any extensions thereof.

**ARTICLE VII.**

**PROMOTION Fund**

**Section 1. Promotional Effort**

The Contractor agrees to pay the sum of \$ .30 (Thirty Cents) per compensable hour for each plasterer, including apprentices, covered by this Agreement, to the Wall and Ceiling Industry Promotional Fund, to promote and develop by institutional and other lawful promotional means a market for lath, Plaster, and Stucco.

**Section 2. Trust Agreement**

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

**ARTICLE VIII. Miscellaneous Conditions of Employment**

**Section 1. Employment of "Shop Hands"**

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

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

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

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

Section 2. Shop Hand - Scope of Work

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

- (a) Drive shop trucks and transport material and equipment, and do loading and unloading.
- (b) Normal clean-up work at the shop and job site pertaining to the Plastering Trade.
- (c) Any Contractor found in violation of the regulations pertaining to Shop Hand persons will be subject to such penalty as the Labor Management Committee deems necessary.

Section 3. Subcontract Restriction

- (a) No Contractor shall subcontract any part of this contract, including ornamental, fireproofing, and acoustical plaster, to any firm not signed to this agreement.
- (b) The Contractor agrees to do both the "brown coat" and "finish coat" in plastering electrical radiant heat ceilings and shall use only plasterers.
- (c) For violation of the above, the Union shall take such action as covered in other sections of this Agreement.
- (d) Contractors signatory to this Agreement shall not establish or own any interest in any firm engaged in work covered in this Agreement unless such firm is a party to a Collective Bargaining Agreement with this Union.

Section 4. Owner Operator Restriction

One (1) Contractor of each firm may work at the trade covered by this Agreement when one or more journeyman or apprentices are employed on any job not exceeding one thousand (1000) square yards, one (1) Contractor of each firm may work when two or more journeymen are employed on said job. two (2) Contractors of each firm may work at the trade when more than ten(10) journeymen are employed on the job by such contracting firm, and such Contractor

or Contractors who so work must be designated by the firm of which they are members as the working members at the time of the signing of this Agreement. It is further provided that the working Contractor may do patching alone, not to exceed one (1) day's work, on jobs formerly done by said Contractor.

**ARTICLE IX                    TOOLS, EQUIPMENT AND MATERIALS**

**Section 1. Tools and Equipment**

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

- (a) Before any plasterer starts work on any job, he must see that rods and feather edges are on the jobs, the same to be furnished by the contractor. All mortar boards must be raised at least eighteen (18) inches above the scaffold and at least twenty-four (24) inches above the floor.
- (b) Step ladders shall be provided by the Contractor on all jobs having ceilings or walls nine (9) feet or more in height, where steps are not a part of the scaffolding.
- (c) In case of breakdowns on machine operated jobs, the Journeymen shall have the right to finish out the day by the usual method, if at all possible.

**Section 5. STILTS:**

- (a) Employees may use stilts at their discretion. If employees use their own stilts, they must be kept in good repair.
- (b) Employers agree to pay for parts/materials for repair of employees stilts. No employee shall be requested to, nor shall he be required to work on stilts under unsafe conditions.
- (c) The Contractor shall maintain the stilts in a condition approved by the Workmen's Compensation Board and the Union. No man may be discharged for refusing to work on stilts. The Union reserves the right to cancel the use of stilts on sixty (60) days written notice.

**ARTICLE X.                    APPRENTICES**

**Section 1. Hiring of Apprentices**

Apprenticeship employment shall conform to rules and regulations as established by the Apprenticeship Sub-council which by reference are made a part of this agreement (per attached schedule).

- (a) Any Employer who employs four (4) journeymen and requires additional men, the fifth employee shall be an apprentice from the

ranked pool of eligibles, unless the Union deems that there are too many unemployed journeymen.

Section 2.      Apprenticeship and Training Fund

(a)   An appropriate per hour sum set by mutual agreement will be paid to the Apprenticeship Trust and administrated by Plasterers Local #82.

(b)   These said funds will be spent solely for the maintenance of the trust legally, and the items necessary for the training of Apprentice Plasterers.

ARTICLE XI.                    **HEALTH AND SAFETY MEASURES**

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

(a)   All scaffolds shall be erected to conform with the Oregon Safety Code and OSHA.

(b)   The Contractor is required to furnish a dressing room with heat on all jobs when practical.

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

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

(e)   Nozzel technician on plastering machines and marble dash guns shall be provided with filter masks approved by the state of Oregon.

ARTICLE XII.                   **DRUG TESTING**

Section 1. Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

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

(b) The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with State and Federal Laws.

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

**ARTICLE XIII.**

**EMPLOYMENT INSURANCE**

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

(b) Any Contractor who becomes a violator of the rules, either through failure to pay the wages, observe the hours, or who persists in doing work detrimental to the trade, the Union reserves the right to refuse work for him and deny him the right to re-register for a period of time, same to be set according to the gravity and seriousness of the violation.

(c) The Union reserves the right to cite any Contractor before its Executive Committee for alleged violations of the contract; provided, however, that if such Contractor shall feel aggrieved by the decision of such Executive Committee, he shall have the right to appeal such decision to the Labor Management Committee herein provided and the decision of the Labor Management Committee shall be final.

**ARTICLE XIV.**

**LABOR MANAGEMENT COMMITTEE**

**Section 1. Establishment of Committee**

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

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

(c) The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, hours of work or any other such item as set forth in this Agreement. They may initiate or recommend or conduct audits of any employer's records covering the obligations under this Agreement. It shall be their duty to see that the audits are conducted in a prescribed manner, and establish a policy regarding payment of audit expenses.

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

## Section 2. Disputes

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

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

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

**ARTICLE XV.**

**RECOGNITION OF AUTHORIZED PICKET LINE**

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

**ARTICLE XVI.**

**FORM APPROVAL**

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

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

**ARTICLE XVII.**

**DURATION OF AGREEMENT**

Section 1. This Agreement shall remain in effect from July 1, 2019 thru June 30, 2023, and thereafter as herein provided. Written notice of the desire of any party for changes in the Agreement of June 30, 2020 or any year thereafter shall be served on the other party of interest not later than April 1, 2023 in which case the Agreement shall be open to proposed changes by the other party, but shall remain in effect until a new Agreement is executed.

Section 2. Proposals and Counter Proposals can be submitted in writing at any time after April 1, 2023, until both parties mutually negotiate and settle a new agreement.

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

**ARTICLE XVIII.**

**ADJUSTMENT**

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

**ARTICLE XIX.**

**GUARANTEE OF AUTHORITY**

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

IN WITNESS WHEREOF, this Agreement, including Schedule "A" has been executed by the parties hereon, on this 1st day of July 2019.

FOR THE UNION:

By \_\_\_\_\_,  
Kent Sickles,  
Business Manager

FOR THE ASSOCIATION:

Associated Wall and Ceiling Contractors of Oregon and SW Washington, Inc.-19190 SW 90<sup>th</sup> Avenue #4426-Tualatin, OR 97062

By \_\_\_\_\_,  
Art Cortez, Negotiating Committee Chair

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

\_\_\_\_\_  
Joy Wiberg  
IES Contractors

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

\_\_\_\_\_  
Brent Fulbright  
CASCADE ACOUSTICS  
36-RC-6175

\_\_\_\_\_  
Ron Eisenhower  
PERFORMANCE CONTRACTING, INC.  
36-RC-6181

\_\_\_\_\_  
Kevin Hula  
HARVER COMPANY  
36-RC-6177

\_\_\_\_\_  
Ralph Schultz or John Park  
FRED SHEARER and SONS, INC.  
36-RC-6182

\_\_\_\_\_  
Tim Hiller  
HARLEN'S DRYWALL  
36-RC-6185

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

\_\_\_\_\_  
Debbi McClain  
MCG COMMERCIAL

\_\_\_\_\_  
Jason Roach  
ANNING-JOHNSON COMPANY



# 2017 Letter of Understanding

## **Preamble**

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

## **Agreement**

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

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

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

#### **Authority to Agree**

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