

OREGON LABORERS LABOR AGREEMENT (Building Construction)

June 1, 2021 - May 31, 2024

Between

**GENERAL AND CONCRETE
CONTRACTORS ASSOCIATION, INC.**

And

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



TABLE OF CONTENTS		
ARTICLE	TITLE	PAGE
	PREAMBLE - ARTICLES OF AGREEMENT	4
1	DEFINITIONS	4
2	PURPOSES OF THIS AGREEMENT	5
3	TERRITORY	5
4	WORK AFFECTED DEFINED	5
5	EFFECTIVE DATE-DURATION-MODIFICATION	6
6	CRAFT JURISDICTION	7
7	SUBCONTRACTORS AND OTHER EMPLOYERS	7
8	MUTUAL RECOGNITION AND UNION MEMBERSHIP	8
9	HIRING	9
10	SHIFTS-HOURS OF WORK-OVERTIME	16
11	REPORTING PAY, MINIMUM PAY AND STANDBY PAY	19
12	NON-RECURRING WORK	20
13	HOLIDAYS	21
14	PAYDAY	21
15	WAGE SCALES	22
16	TRANSPORTATION-CAMP REQUIREMENTS	23
17	HEALTH & SAFETY	24

18	HEALTH & WELFARE	26
19	PENSION	27
20	TRAINING	28
21	RECIPROCITY	29
22	CONSTRUCTION MANAGEMENT FUND	29
23	LABORERS-EMPLOYERS COOPERATION TRUST	30
24	FOREMAN	30
25	GOVERNMENT REQUIREMENTS	31
26	AUTHORIZATION	32
27	STRIKES AND LOCKOUTS	32
28	JURISDICTIONAL DISPUTES	33
29	SETTLEMENT OF NON-JURISDICTIONAL DISPUTES	34
30	UNION ADMISSION TO JOB	35
31	UNION DUES DEDUCTION	36
32	SPECIAL AGREEMENTS	37
33	MUTUAL GUARANTEE	37
34	ADOPTION OF ADDENDA	37
35	SAVINGS CLAUSE	38
36	GUARANTEE OF AUTHORITY	38

PREAMBLE
ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into as of the first (1ST) day of June 2021 for the period June 1, 2021 to May 31, 2024 by and between the GENERAL AND CONCRETE CONTRACTORS ASSOCIATION (GCCA), whose members' names are set forth in Schedule "B" and referred to as the Association,

and

THE OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS, for themselves and on behalf of the local union whose names are set forth in Schedule "C" or any supplement thereto and hereinafter referred to as the Union.

ARTICLE 1
DEFINITIONS

A. **ASSOCIATION.** The term "Association" as used herein shall mean the General and Concrete Contractors Association, Inc.

B. **EMPLOYER.** The term "Employer" as used herein shall mean the members of the Association whose names are set forth in Schedule "B" or any supplements thereto and employers who are not members of the Association but who have subscribed to terms and conditions of this Agreement.

C. **EMPLOYEE.** The term "Employee" as used herein shall mean any person, without regard to age, race, creed, color, gender or national origin who is employed under the terms of this Agreement by an Employer.

D. **WORKER.** The term "Worker" as used herein shall mean any person without regard to age, race, creed, color, gender or national origin that is in the labor market.

E. **UNION.** The term "Union" as used herein shall mean the Oregon Southern Idaho District Council of Laborers of the Laborers' International Union of North America, representing and acting for all their local union whose names are set forth in Schedule "C" or any supplements thereto.

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

have been qualified by the JATC Such individuals shall register at the training office and be approved by the subcommittee.

ARTICLE 2
PURPOSES OF THIS AGREEMENT

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, in accordance with Articles 28 and 29 Settlement of Disputes Procedures, to prevent strikes and lockouts, to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

ARTICLE 3
TERRITORY

This Agreement shall cover the entire state of Oregon.

ARTICLE 4
WORK AFFECTED DEFINED

Section 1. This Agreement shall cover building construction and apply to all on site activities of the Employer in the area and territory named in Article 3. This Agreement shall also cover and apply to all subcontractors of the Employer at whatever tier in the area and territory named in Article 3, subject to and in accordance with the provisions of Article 7, titled Subcontractors and Other Employers.

Section 2. Building construction is defined as construction of any building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort, and convenience.

This Agreement shall apply to the construction of all buildings starting with footings and/or foundation walls.

This Agreement shall not apply to the construction, repair, alterations or razing of any buildings incidental to heavy, highway, or utility construction projects except the construction of permanent residential housing constructed at the site of these projects.

Section 3. In the event of any disagreement between the parties hereto as to the proper classification of any project, said dispute shall be resolved under the Settlement of Disputes procedure of this Agreement.

Section 4. (a) It is expressly understood and agreed by all parties hereto that the Association does not purport to represent through this Agreement any individual, firm or corporation engaged in a commercial operation of material processing and supplying, therefore, such commercial operations of material processing and supplying to and including the first drop at the job site, are specifically excluded from coverage of this Agreement. If the first drop at the job site includes the distribution of material to numerous locations in the close proximity of the point of installation and the distribution work described is assigned to the building trades, it is understood the Laborers lay claim to this work.

(b) It is further agreed, however, that where and when operations of material processing are established at the direction of the Employer as a part of the construction contract for the purpose of supplying materials to the Employer for their construction work, such operations shall be covered by this Agreement in accordance with this Article. It is also expressly understood and agreed that this Agreement shall apply in accordance with this Article to the operation of quarries, sand and gravel plants, precast and prestress plants, asphalt plants, ready-mix concrete or batch plants established by an Employer or subcontractor to process or supply material for the Employer or when any such operation is established primarily to supply materials to the Employer.

Section 5. This Agreement covers all work described in this Article performed by the Employer; its successors, and/or assigns.

Section 6. Craft jurisdiction is neither determined nor awarded by classification or scope of work coverage in any General and Concrete Contractors' Labor Agreement.

ARTICLE 5

EFFECTIVE DATE-DURATION-MODIFICATION

Section 1. When executed by parties hereto, the terms and conditions of this Agreement shall become effective June 1, 2021 and shall remain in full force and effect through May 31, 2024. The "no-strike, no-lockout" provisions of the Agreement shall remain in full force and in effect during the entire three (3) year duration of this Agreement. The monetary considerations, i.e., wages, fringe benefits, etc. shall be as set forth in Schedule "A" for rates to be effective June 1, 2021.

Section 2. Any party hereto desiring termination or modification of the Agreement to take effect June 1, 2021, must serve, by Certified Mail/Express Mail written notice to the other of a desire to change, amend, modify or terminate this Agreement on or before March 1, 2024. If no such written notice is given, this Agreement shall continue in full force and effect from year to year. It is agreed that in the event that either party should exercise its rights under this paragraph to amend or modify, the parties will, for a period of ninety (90) days prior to the expiration of the

Agreement, bargain exclusively with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

If no Agreement has been entered into at the expiration of said ninety (90) day period, this Agreement shall continue in full force and effect until a new Agreement is reached or either party notifies the other by Certified Mail/Express Mail of termination. If such termination notice is given, its effective date must be more than twenty-four (24) hours after the other party receives such notification.

ARTICLE 6 **CRAFT JURISDICTION**

The work covered by this Agreement includes but is not limited to that which is recognized as properly coming under the jurisdiction of the Laborers International Union of North America. (See Article 28 for Settlement of Jurisdictional Disputes procedure).

ARTICLE 7 **SUBCONTRACTORS AND OTHER EMPLOYERS**

Section 1. (a) A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any jobsite work to a subcontractor or employer who is not signatory to this Labor Agreement except as provided below. The employer or joint venture shall be held responsible for the payment of Wages, Travel Pay, Pension, Health and Welfare, Dues Deduction, Training, and CMF incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions, except as provided below.

(b) Section 1 (a) shall not be operative when potential union subcontractors are not available. When a subcontractor is not signatory to a labor agreement, there shall be a meeting between the Local Union, a representative of the District Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

(c) In order to comply with this Article, the Union may make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

Section 2. In the event an Employer is unable to find qualified competitive union MWESB subcontractors when the Employer is obligated to satisfy MWESB recruiting requirements, the

Union and the Employer shall waive this Article provided that the Employer and the Union comply with the applicable portions of Section 1b, 1 c, or Section 3.

Section 3. Where the general contractor receives bids that show the non-union subcontractor 5% or more lower than the union subcontractor, the Employer and the Union shall waive this Article, provided however the Union and the Employer shall review the prices submitted before signing the non— signatory subcontractor.

Section 4. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the jobsite, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, they shall not perform any jobsite work except that such vendor may make deliveries to jobsite.

ARTICLE 8

MUTUAL RECOGNITION AND UNION MEMBERSHIP

Section 1. The Association recognizes the Union as the sole collective bargaining agent for all workers and employees falling within the jurisdiction of this Agreement and the Union recognizes the Association as the sole bargaining agent for its members as listed on Schedule "B" hereof and supplements thereto. The jurisdiction of this Agreement shall not include employees of the Employer as defined and excluded by the Labor Management Relations Act of 1947, as amended, or their transportation (it is further understood that the employees so listed as excluded from this Agreement shall not be employed to use the tools of the craft or to perform the work covered by this Agreement).

Section 2. All employees employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the eighth day following the beginning of such employment or since the inception of this Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment subject, however, to the provisions of Sections 3 and 4 of this Article.

Section 3. The Union accepts all obligations for the continued membership of its members as provided in Section 2 of this Article, and for the collection of their initiation fees and dues. There shall be no stoppage or slow up of work because of disciplinary action on the part of the Union, except that the Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement.

Section 4. All requests by the Union for removal of an employee for nonpayment of or failure to tender initiation fees and dues shall be made to the contractor in writing, in which event, the

Employer agrees to remove the employee involved at the end of the shift providing a replacement is available.

ARTICLE 9

HIRING

Section 1. (a) There shall be no unlawful discrimination by the Employer or the Union with respect to the hiring, tenure, or discharge of any worker or employee, and any requirements as to membership or non-membership in any union shall be in accordance with the National Labor Relations Act of 1935 as amended, and the appropriate Executive Orders.

(b)The employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of age, race, religion, color, **gender identity, sexual orientation** or ancestry and hereby declare their acceptance and support of such laws. This shall apply to hiring, registration for employment, placement for employment, rates of pay or other forms of compensation, lay-off or termination, and application for admission to Union membership.

(c)The Employer and the Union recognize that an Employer should not lose jobs because of Government requirements, which conflict with the hiring hall. Therefore, when a government contract or Government Agency requires a different hiring hall arrangement to meet Federal or State requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall will be followed as closely as possible without conflicting with the Government requirements.

(d)The Employer will notify the Union in advance of the commencement of the job of the Government requirements, and upon request will provide the Union with a copy of pertinent provisions.

(e)American Disabilities Act (ADA): The parties to this Agreement recognize the mandate to accommodate the disabled and agree that other provisions of the Agreement notwithstanding, the Contractor may take reasonable actions as necessary to accommodate an individual who is or may be disabled. The Union agrees that it will conduct the affairs of its operations consistent with the requirements of the American with Disabilities Act.

It is also further understood and agreed that this section is not intended to create jobs where none exist.

Section 2. Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents and Health and Welfare and Pension Plans which accrue to them

by virtue of length of employment with Employers party to this Agreement, and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

Section 3. (a) It is recognized within the construction industry that the Union affords the prime source of qualified Laborers. The Employer must hire qualified Laborers by calling the Union and receive a dispatch from the hall in the jurisdiction where the work is performed. Whenever the Employer requires Laborers on any job, they must notify the Local Union office by telephone stating the location, starting time, approximate duration of the job, the type of equipment to be operated, the work to be performed, and the number of Laborers required.

(b) **Pre-Job Conference:** Upon request by the Union or Employer a pre-job conference shall be held regarding any project on which the Employer anticipates one (1) or more employees will be employed. However, if an Employer conducts a pre-job conference with any other craft on work that will employ one (1) or more employees the Union will be notified. Such pre-job conference shall be held at GCCA or at a location on or near the project.

(c) **Composite Crew:** Employers may establish for project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this agreement.

The aforementioned provision shall first be arranged at pre-job conference or subsequent meetings of the Employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective crafts and the General & Concrete Contractors Association. If a pre-job conference is not held between the employer and the involved crafts, the "composite crew" provisions will not exist.

Section 4. (a) Key Workers: Any Joint Venture shall have the rights of any of its component individual Employers, and any reorganized company shall retain the privileges of its former position under this section.

The individual Employer (owner or project superintendent) shall have the right to request key workers on specialty crews (such as tunnel, fencing, guard rail, paving, concrete laborer) and other workers represented by this Agreement by name who have been previously employed by said Employer as a Laborer within the last forty-eight (48) months under the jurisdictional territory of the District Council of Laborers provided said worker is registered at the Union hall and not on the payroll of another Employer.

(b) The Employer and the Union shall mutually agree on a reasonable number of persons to be brought into the territorial jurisdiction of the Local Union for each job and such persons may be employed without reference to the hiring provisions of Article 9 and such persons shall register with the Local Union.

(c) Notwithstanding 4 (a) above, the individual Employer (owner or project superintendent) shall have the right to request any Laborer who was employed by said Employer as a Laborer on work within the jurisdiction of a Local Union.

(d) In addition, the Employer may request fifty percent (50%) of their Journey Person crew by name from the "A" list regardless of their position. This must be confirmed in writing prior to any dispatching in order to verify percentage of crew. By mutual consent of the employer and the Local Union representative, the employer shall have the right to select a limited number (up to three) of journey level Laborers from any of the Local Union's lists per calendar year and stated as a result of a pre-job conference. The employer will be required to provide a written request from the Hiring Manager or other designated representative of the company to the Local Union. Additional requests may be honored by mutual agreement between the employer (owner) and the Business Manager of the Local Union.

Section 5. All Laborers, except as noted in Section 4 of this Article, shall be hired and/or rehired in accordance with the length of service with Employers in the collective bargaining unit from the following three (3) groups/ lists:

"A" LIST: Laborers who have been employed by an Employer or Employers, party or parties to this Agreement or Oregon and southern Idaho District Council construction agreements (as hereinafter defined), who have worked for any such Employer or Employers for an aggregate time of at least 4000 hours during the period of eight (8) years immediately preceding the registration date on the out-of-work list.

In order to maintain "A" List status, all Laborers must meet the following criteria:

- 1) Complete OSHA 10
- 2) Adhere to the Oregon Laborers' Code of Ethics approved by the Oregon and Southern Idaho District Council of Laborers and
- 3) Complete sixteen (16) hours of training in the previous twenty-four (24) months or work a minimum of 1,000 hours in the previous calendar year. Continual training hours and classes will be set by Oregon laborers Training or other approved training.

"B" LIST: Shall Consist of all Laborers who have previously qualified for "C" list status under the terms of this agreement, and who have worked at least **750** hours under the terms of construction agreements of the Oregon and Southern Idaho District Council of Laborers.

"B" List Laborers shall only be employed when there are no more qualified "A" List members and/or apprentices available, except as provided in Article 9.4(a), 9.4(b), and 9.4(d).

"C" LIST: All other applicant Laborers for employment. The Employers and the Union shall make up and prepare the roster for preference of rehire by grouping all Laborers who come within the above groups and shall utilize the Health & Welfare and Pension records in establishing these accrued rights based on length of employment. The registrant shall have the burden of providing their past experience and skills to the hiring hall.

APPRENTICE List: Unless agreed by mutual agreement, the number of apprentices shall not exceed the ratios established below:

*** (All ratio changes subject to BOLI approval) ***

When utilizing the hiring hall, employers shall hire apprentices in the ratios outlined below starting with the first Laborer hired.

One (1) Apprentice after the first journey person, 1:1 Ratio **and 1:1 thereafter**. The same ratios will be maintained when reductions in the work force occur.

"EMPLOYERS" under this Article means:

- (1) Any Employer party to this Agreement, or
- (2) Any Employer who employs Laborers under the terms of this Agreement and is a contributing Employer within the meaning of the Health & Welfare and Pension and Vacation Plans.

Qualifications of New Members

All new entrants into the Laborers Union covered under this agreement shall have 4,000 hours of verifiable construction experience or shall be referred for entry into the apprenticeship program.

Individuals who register with the Oregon JATC and do not complete the program, will be denied the use of hiring halls within the District Council for a period of 12 months.

From the date of their termination from the program. Hours worked during their apprenticeship will not count towards any list status with the union.

Section 6. The Union shall accept registration or re-registration of applicants for referral at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list, an applicant for referral must renew their registration not later than thirty (30) days from the date of their last registration or re-registration. Applicants who do not re-register within thirty (30) days shall be dropped from the out-of-work list, and at such time they do re-register, must do so at the bottom of the appropriate list. There shall be four (4) groupings of the out-of-work list. All Laborers with accrued rights and qualifications shall be registered in either "A" List, "B" List, Apprentice list and all other Laborers without accrued rights shall be registered in "C" List. Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration and they shall be submitted to the Local Union office.

Section 7. (a) Upon the request of an Employer for employees, the Union shall refer qualified Laborers, based on job skills, job requirements, and project location, to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral:

1. Applicants shall be referred from "A" List in successive order as their names appear on the out-of-work list, and, when the "A" List has been exhausted;
2. Then, Apprentice list applicants may be dispatched in successive order as their names appear on the out of work list. The ratio of Journeyman to apprentice allows (1:1).
3. Then, applicants from the "B" List in successive order as their names appear on the out—of-work list, and when the "B" List has been exhausted;
4. Then, applicants from the "C" List in successive order as their names appear on the out-of-work list.
 - a. All dispatching will be done by telephone and availability is required by applicants between the hours of 8am and 4pm, Monday through Friday. It shall be the applicant's responsibility to maintain a current telephone number and contact information with the Local Union dispatch office. In the event of non-contact or a bad phone number the Local Union reserves the right to make written contact with the applicant and if there is no response within five (5) working days the applicant shall be removed from the list.

- b. Any applicant who is dispatched from the hiring hall in which work is provided for must re-register at the bottom of the appropriate list, for their group, unless Employer submits request as a 'short call' work order request for up to five (5) days (consecutive or non-consecutive) only. If Employer submits request for five (5) days of work, the applicant after the fifth day will retain their position on the appropriate list for their group. Applicants who work over five (5) days must re-register at the bottom of the appropriate list. If the applicant takes any action within the first five (5) days of employment designed to manipulate this provision of the job rules, such as a voluntary quitting or requesting to be laid off or discharged from the job to which dispatched, they will be placed at the bottom of the list.

(d) Any applicant who turns down or is unavailable for two (2) consecutive job referrals, for which the applicant is qualified, shall be automatically re-registered at the bottom of the appropriate list for their group. It shall be the applicant's responsibility to maintain a current list of job classifications and skills for which they are qualified.

If applicant accepts a job referral from the Union and does not accept the job, they shall be re-registered at the bottom of the appropriate list.

(e) Should the Union be unable to refer qualified workers for employment to the Employer within 24 hours from the time of receiving the employer's request (Saturdays, Sundays and Holidays excepted) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site in the agreed time, the Employer shall be free to secure the workers from any source. The Employer shall notify the Local Union promptly of the names, social security numbers and the date of hire of such employees.

(f) Any employee employed by the Employer in violation of this Article shall forfeit all priority rights, including Section 4 of this Article, shall be removed from the job and re-registered at the bottom of the appropriate list for their group. Should the Employer fail to terminate such employee after receipt of written notice, the Union may take any economic action against the Employer and shall not be in violation of this Agreement.

Section 8. The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number (not to exceed three each) of Employer and Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered to hear and determine any and all disputes or grievances arising out of this Article and is also empowered to impose remedies. Any applicant or registrant shall have a right of

appeal of any dispute or grievance arising out of and related to the operation or functioning of the job referral plan to the Joint Hiring Committee.

All decisions of the Joint Hiring Committee shall be final and binding on all parties including applicants.

Section 9. When an employee is discharged and the Employer, in writing, has notified the Local Union that the employee is "not eligible for rehire", said employee shall not be dispatched to that Employer for ninety (90) days from the date of termination. The employee may return earlier only by consent of the Employer. Any employee may appeal the denial of consent by the Employer to the Joint Hiring Committee. After two (2) such notifications in writing from two (2) different Employers within one (1) year period, the affected employee will no longer be eligible to register on the out-of-work list. Notwithstanding the above, upon receipt by the Union of a letter signed by an officer of an Employer firm (or one of its off-site managers) stating that the employee is not eligible for rehire, the employee will not again be referred to the Employer. (For appeals, see Section 8 above).

Section 10. Whenever an employee is discharged for cause, including failure to pass a substance abuse test, not able to perform the assigned work due to lack of skills or as unsatisfactory, the Employer agrees to send a termination notice to the Union stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

Section 11. When a registrant has been terminated as unsatisfactory or has been discharged for cause by at least three (3) employers within a twenty— four (24) month period, they shall be denied further use of all hiring halls covered by the District Council provided the employers have furnished the District Council in writing the reasons for such termination or discharge. Members may appeal to the Joint Hiring Committee.

Section 12. When a registrant has been terminated for lack of possessing the necessary skills to perform the assigned duties, by at least three (3) employers within a twenty-four (24) month period, satisfactory completion of additional training will be required before hiring hall privileges are restored in the classification in question.

Section 13. A contractor shall employ at least one (1) apprentice on any jobsite on which five (5) or more journey-workers are employed and at least the equivalent of one (1) apprentice for every five (5) journey-workers in their total Laborer workforce. The Joint Apprenticeship and Training Committee (JATC) shall permit enrollment sufficient to satisfy this minimum ratio.

ARTICLE 10

SHIFTS-HOURS OF WORK-OVERTIME

(THE OFFICIAL TIME FOR THE PURPOSES OF THIS AGREEMENT SHALL BE APPLICABLE LEGAL TIME)

Section 1. The hours of work per week or month shall be as regulated by particular contract which the Employer has to perform and shall be arranged to meet the requirements of the Employer as best suits the calendar time allowed by the contract for completion.

Section 2. (a) The workweek shall be forty (40) hours, Monday through Friday, and the workday shall not exceed eight (8) hours per day. All time worked in excess of the foregoing shall be paid for at the rate of time and one-half (1.5X). Work performed on Saturdays shall be paid for at the rate of time and one half (1.5X). Sunday and Holiday and work in excess of twelve (12) hours in any workday shall be paid for at the rate of Double Time (2.0X).

(b) Notwithstanding the above, the Employer may, at their option, establish 10—hour shifts for a minimum of any four consecutive scheduled workdays, Monday through Friday, on some or all operations on a project, without being required to pay overtime. Anything over 10 hours shall be subject to the provisions above. Failure to work the 4—day minimum shall require overtime unless such failure is caused by actual inclement weather, holiday, or other conditions definitely beyond the control of the Employer.

(c) Four (4) ten (10) hour shifts at the straight time rate may be established Monday through Thursday or Tuesday through Friday. In the event a job is down due to weather conditions, equipment breakdown, or other conditions beyond the control of the Employer, then Friday on a Monday through Thursday schedule or Saturday on a Tuesday through Friday schedule on a voluntary basis may be worked as a MAKE-UP DAY at the STRAIGHT TIME RATE. In the event a Friday make-up day cannot be worked due to conditions beyond the control of the Employer, then Saturday on a voluntary basis may be worked as a make-up day at the straight time rate. Make—up day applies to the crew so affected. Make-up days shall not be used to make-up time lost due to a holiday.

On work that is entirely Federally Funded the workweek shall be forty (40) hours, Monday through Friday. All work in excess of 40 hours in one week, or 10 hours in one day shall be paid for at the rate of time and one-half (1.5x). The Contractor shall not employ a second crew to circumvent overtime pay after 40 hours. This shall not prohibit the Employer and the Union from negotiating a "rolling" four ten hour shifts on a project-by-project basis.

(d) Notwithstanding the language in Section 2 (a), if the particular public works contract which the Employer has to perform causes a normal shift to begin Sunday night after 6 PM, the work shall be paid for at the rate of time and one-half (1.5x) until 12:00 midnight and at the straight time rate for the following eight (8) hours thereafter. All applicable state law will apply to break times.

(1) SINGLE SHIFT: Eight hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

Minimum Time Between Shifts: When an employee has worked the regular shift and then is required by the Employer to work at the overtime rate, the employee shall not go to work again for the regular rate until the employee is relieved for a period of at least eight (8) hours.

(2) TWO SHIFT OPERATION: on a two daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two shifts. Each shift must be scheduled for at least 8 hours except as provided for in the Reporting Pay/Minimum Pay requirements of this Agreement.

(3) As an exception to the provisions of paragraphs (1) and (2) above, a starting time earlier than 5:00 a.m. may be established by mutual Agreement between the Employer and the Union, which shall be confirmed in writing and copies filed with representatives of both parties.

(4) THREE-SHIFT OPERATIONS: on a three-shift operation, the first shift of eight (8) hours (exclusive of meal period) shall start between the hours of 6:00 a.m. and 8:00 a.m., and eight (8) hours work shall constitute the first shift for which eight (8) hours will be paid. The second shift shall consist of **seven and one-half (7.5)** hours for building work (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. The third shift shall be seven (7) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. Thirty-five (35) hours shall constitute a week's work on the third shift.

(5) SPECIAL SHIFT: A special shift may be established at any time, at the option of the Employer, on any job or project. Said shift shall not be started until the union has been notified. There shall be no premium or penalty for working a special shift.

(6) On new building construction there shall be three (3) or more consecutive days work (exclusive of Saturdays, Sundays and holidays) for each shift, provided, however, that in the event of any emergency where an extra single shift is necessary to prevent delay in the scheduled progress of work, such as the completion of forms for pouring concrete or the completion of a

concrete pour, such single shifts will be permitted upon prior notice to the Union, and providing such shift must be worked the full shift time of seven and one-half (7.5) hours for eight (8) hours pay.

(7) For the purposes of this Article, a full shift shall be considered the regularly scheduled hours of work established for each shift, and the second and third shifts shall be considered as a part of the working day on which the first shift started. The total allowable time for a two or three-shift operation shall not be in excess of twenty-four (24) hours from the regular starting time of the first shift. The regularly scheduled shift hours shall not be changed during the workweek without two (2) days prior notice and not more than once during the workweek.

(8) Should an Employer elect to start a shift before the regular starting time, the applicable overtime rate shall be paid until the regular starting time, and the eight (8) hours of continuous, employment (exclusive of meal period) following the regular starting time shall be at the regular straight time rate and/or in accordance with Section 2 of this Article. Should an Employer elect to start an employee prior to their regularly scheduled hours of work, such employee shall receive the applicable overtime rate up to their regularly scheduled hours.

(9) A regular lunch period of not less than one half hour or more than one hour shall be established within one hour of mid-shift but in no event longer than five hours from the beginning of the shift. If an employee is required to work more than five hours from the beginning of the shift without a lunch period, they shall be paid a half hour at the applicable overtime rate and in addition given no less than thirty minutes to eat their lunch. If the employee is not given a minimum of thirty minutes to eat, they shall then receive an additional half hour at the applicable overtime rate. **Employees requested and/or notified of working twelve (12) hour shifts will be required to bring a second meal and be given adequate paid time to eat such meal.**

Employees who have been given sufficient time to eat during the regular shift may be allowed to work 12 hours without a second lunch period penalty. If the employee works over 12 hours, they shall be paid one half hour penalty at the applicable overtime rate. If the employee is not given sufficient time to eat their lunch during their regular shift, an additional one-half hour penalty shall be paid **at the applicable overtime rate** if required to work longer than ten (10) hours.

(10) The Employer shall furnish when necessary heated change rooms of ample size equipped for drying clothes and with benches. They will be situated as close as practical to the work area and will not be used for storage of material or equipment. The determination as to necessity shall be made by Agreement of the Employer and the business representative of the Local Union concerned. In the event the works of one of the other 5 Craft unions are provided facilities for eating, the Laborers shall be entitled to the same.

Section 3. Emergency Starting Time. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fires, starting time for 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 when mutual Agreement with the Union shall be received in writing.

Section 4. Foremen or employees from other crews cannot be used to complete a job or work assignment, which continues or requires over-time work. Nothing in this section shall prevent the expansion or reduction of a work crew by the Employer.

Section 5. On operations such as green sawing, de-watering, curing and protection of concrete, all overtime pay shall be time and one-half (1.5x), **with the exception of work performed on holidays which shall be paid at two times (2x) the hourly rate.**

ARTICLE 11

REPORTING PAY, MINIMUM PAY AND STANDBY PAY

Section 1. IMMIGRATION REFORM AND CONTROL ACT (IRCA). Any referral who is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits therein.

Section 2. REPORTING EXPENSE. When qualified workers report for work as directed and for whom no work is provided, they shall be paid \$60 (sixty dollars) reporting expense unless prevented from working by causes not under the control of the Employer. Any applicant who travels more than fifty (50) miles from the above referenced dispatch points to the job site and is not put to work shall be paid eight (8) hours at the dispatch rate of pay plus fringe benefit contributions. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

Section 3. MINIMUM PAY. Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours shall receive pay for the actual time worked unless they are working directly with the Cement Masons and then they will receive eight (8) hours pay if worked in excess of four (4) hours.

If an employee leaves or quits of their own volition, they shall be paid for actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory, that person shall be paid only for the actual time worked.

Section 4. STAND BY. On rain sensitive work such as Dirt Work, Slab Work, and Asphalt Work or in such cases as equipment breakdown, 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-hour period, the employee shall receive two (2) hours wages plus fringes. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this Article.

Section 5. CALL BACK. When employees have completed their scheduled shift; and have left the jobsite; and are "called back" to perform work of a casual, incidental or irregular nature, they shall receive a minimum of two (2) hours pay at the applicable daily overtime rate.

ARTICLE 12
NON-RECURRING WORK

Section 1. When an Employer does not have regular employees available at the job site, they may employ without regard to craft jurisdiction when the following conditions exist:

- (a) Unexpected vacancies caused by sickness or other unavoidable absences beyond the control of the Employer, and/or
- (b) Where less than one (1) day's work must be performed and members of this Union are not immediately available.

Section 2. In such cases the employee shall be paid the rate for the classification of the work, which they are required to do, or the rate for the classification under which they were working immediately prior to the temporary assignment, whichever rate is higher.

Section 3. In no event, will the above conditions be permitted beyond one (1) day, nor will the temporary assignment be considered as a permanent assignment of work. Employers found violating this Article shall be considered in breach of contract and subject to Settlement of Non-Jurisdictional Disputes, Article 29.

ARTICLE 13
HOLIDAYS

Holidays shall be:

New Year's Day	Memorial day
Fourth of July	Labor Day

Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	

Should any of these holidays fall on Sunday, the following Monday shall be considered a legal holiday. If a holiday falls on Saturday, the previous Friday shall be considered as **a legal** holiday. **It is further understood that work performed on holidays recognized on Friday or Monday will be paid at double time (2x rate).**

If work is performed on Saturday or Sunday, the actual holiday, the rate of pay shall be based on double time (2x) the regular straight time rate per hour. No work shall be performed on Labor Day, except: (a) to protect life and property; (b) for an emergency callout, as determined by the customer; or (c) by mutual agreement of the Union and the Employer.

Upon declaration of emergency by a proper government agency and in all other situations where the Employer and the Union mutually agree that an emergency exists, emergency overtime work to save life, limb or property shall be paid at time and one-half (1-1/2x) the straight time rate.

ARTICLE 14

PAYDAY

Section 1. Payday shall be once a week. Employees shall be paid on the job at a mutually convenient location. Employees discharged or terminated shall be paid by check or cash with a written check stub or statement to include hours, deductions and hourly rates of pay immediately on such discharge or termination, and if required by the Employer to go to some other point or to the office of the Employer to pick up termination check the employees shall be paid for the time required to go to such places, at the regular straight time rate of wages, provided that payment by check to the employee, or mailed and postmarked to their residence address, within twenty-four (24) hours after such layoff or discharge, shall be deemed in compliance with this section. If the Employer does not comply with the above procedure as to payment for discharge, the employee shall be paid for eight (8) hours additional pay at their straight time rate for each day (Saturdays, Sundays and holidays excepted) until paid. When employees quit of their own accord, they shall receive the pay due them no later than the next regular payday. Payments will be assumed to be correct and there shall be no adjustments made unless the employees file a protest within fifteen (15) days after receiving check.

A. Notwithstanding the above, electronic deposits may be permitted upon a written, signed and dated authorization from the employee.

Section 2. All employees employed under this Agreement must first establish all claims in writing against the Employer, contractor or Association through their Bargaining Agent and under the provisions of this Agreement or hereby waive all legal rights to claims processed otherwise.

Section 3. When proposed wage increases have been delayed for reasons beyond the control of the parties, such retroactive wages will be due and payable at the earliest payroll period but not to exceed thirty (30) days from the date of notice from the Association and/or Union to the Employers.

ARTICLE 15 **WAGE SCALES**

Section 1. OLD WORK PROTECTION: All private sector work in progress or bid, which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement.

Private Work bid after the effective date shall be at the new wage and benefit rates as noted.

Private work bid under this agreement which extends beyond May 31, 2024, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect under this agreement for twenty-four (24) months from the award of the bid, except that the contractor will pay all Health & Welfare increases up to fifty cents (\$.50).

Public Work performed under the provisions of a prevailing wage statute shall be administered in accordance with Article 25, Government Requirements.

Section 2. (A) The classifications of employment, wage scales, Health and Welfare, Pension, Training and Credit Union as set forth in this Agreement and Schedule "A" attached shall be applicable for the period covered as set forth in Article 5.

Additions of classifications and applicable wage scales for the purpose of clarification or supplying omissions may be made from time to time when signed by the parties hereto and shall be confirmed by written supplements to the attached Schedule "A".

(B) Monetary increases in the total wage and fringe packages for the life of this three (3) year agreement are effective on the dates indicated below:

OREGON LABORERS

6/1/2021 - 4% plus \$0.50 on fringe

6/1/2022 – 3.5% plus \$0.25 on fringe

6/1/2023 – 2.65%

Retro pay to 6/1/21

*** On total package with distribution to be determined by mutual agreement of the parties.

The bargaining parties agree that should any Health & Welfare increases be needed; the allocation will be no greater than fifty percent (50%) of the total monetary increase.

Section 3. Additions of classifications and applicable wage scales for the purpose of clarification or supplying omissions may be made from time to time when signed by the parties hereto and shall be confirmed by written supplements to the attached Schedule "A".

ARTICLE 16

TRANSPORTATION-CAMP REQUIREMENTS

Section 1. No travel time, transportation reimbursement, or subsistence is payable under this Agreement except as provided in this Article 16. The Employer agrees to pay only those toll fees on bridges and ferries which the employee must use in traveling the shortest route to and from the job from the nearest dispatch point of zone pay reference point provided the employee furnishes said daily receipts to the Employer. However, if employees of other basic crafts, who have agreements with the Employer, receive re-imburements for toll fees those employees with like circumstances (i.e., live in the same area and travel the same route) shall also be reimbursed for their toll fees and ferry charges.

Section 2. Any employee engaged in the transportation of material or machinery on long hauls and held away from their home terminal overnight, shall be paid the cost of their lodging and meals, or a reasonable allowance, provided that the employee shall furnish receipts for it.

Section 3. Where and when standard camp facilities or trailer court facilities are provided by the Employer at or near the job site the Employer and the Union will mutually agree on cost to the employee and the hourly wage rate will prevail. The Employer will be the sole judge as to where and when job circumstances justify the establishment or discontinuance of camp facilities.

Section 4. JOB SITE TRANSPORTATION: Whenever, because of remoteness of parking areas, hazardous road conditions, or security restrictions, and it is necessary for the Employer to furnish transportation for employees within the job site to the place of their work, the project management and representative of the Union shall meet to discuss any special conditions

surrounding such personnel-haul operations. When the Employer furnishes such transportation to the employee without cost to them, the equipment shall include seats and protection from the elements, and definite pick-up and discharge points shall be determined. If there are more than 30 minutes in time consumed from pick-up points to work site, the employee shall be paid for any time over 30 minutes. If there are more than 30 minutes' time consumed from work site to pick-up points, the employee shall be paid for the full amount of time spent in travel from work site to pick-up point at their regular rate.

ARTICLE 17 **HEALTH & SAFETY**

Section 1. The Employer and the Employees shall comply with all applicable federal and state laws governing safety. The Employer shall provide safeguards, safety devices and protective equipment to protect the life and health of employees on the job. The Employee shall use all protective equipment required, shall perform all work in a safe manner and shall comply with the Employer's safety regulations.

Section 2. Employees shall not be required to work on portions of any construction job that is declared unsafe by a State Safety Inspector. The Employer will exert every reasonable effort to provide and maintain safe and sanitary working conditions in accordance with National and State Laws. The Unions will cooperate to that end and encourage their members to perform their work in a safe manner. Employers shall be required to provide sanitary facilities consisting of a reasonable number of toilets and urinals regardless of availability of sewers. When employees are assigned to perform work that requires foul work gear such foul work gear shall be furnished by the Employer and the employee will be held responsible for the reasonable care and return of such gear. This clause is not to be construed to require Employers to furnish employees protections from natural elements.

Clean potable drinking water shall be kept in close proximity to the Employees.

Section 3. The Employers shall furnish all safety equipment (such as hard hats, goggles, earplugs, hat liners (if needed or required). The Employer shall furnish physical examinations when requested by state or federal agencies for employees, if required prior to bid or as defined in Contract Documents, who have been employed for 3 consecutive months or greater. Physical examinations may be required by the Employer.

Section 4. The Employer shall notify the Union within 24 hours of all severe injuries requiring overnight hospitalization or death. Notification shall be sent to the Oregon and

Southern Idaho District Council Business Manager per the contact information in Schedule C.

Section 5. Joint Committee: A Joint Labor-Management Committee, consisting of an equal number of employer and employee representatives, is hereby established which shall meet periodically to review issues, **productivity, training, marketing**, and increase safety awareness in the construction industry.

Section 6. DRUG AND ALCOHOL TESTING. 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.

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.

Testing will be conducted in accordance with the Construction Industry Drug-Free Workplace Program (CIDFWP). The Employer will pay for all testing. If test results are negative, the Employee will be paid their scheduled hourly wage rate and fringes for the time required to take the test.

PROSPECTIVE EMPLOYEES/MEMBERS Prospective employees/members, who test negative for a Drug and Alcohol Test conducted in compliance with the aforementioned policy, will be reimbursed fifty dollars (\$50.00) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective employee/member prior to being put on the employer's payroll.

Test and reimbursement may be handled through the Construction Industry Drug—Free Workplace Program in which case its rules shall apply. These rules and procedures shall only be available to employers participating.

Section 7. HEARING EVALUATION: The parties agree that the Employer may require an employee to undergo a base-line hearing evaluation at an offsite location. The costs associated with the base-line hearing evaluation will be the sole responsibility of the Employer. The employee shall receive fifty dollars (\$50.00) for undergoing said offsite evaluation. If the hearing evaluation is obtained on site, the fifty dollars (\$50.00) shall not apply.

Section 8. FITNESS FOR DUTY EVALUATION: The parties agree that it is in the best interests of all to promote a safe and healthy work environment and both pledge to work within their own areas of influence and to cooperate to that end. The Employer may require an Employee to undergo a Fitness for Duty Evaluation. The cost associated with the Fitness for Duty Evaluation will be the sole responsibility of the Employer.

The Employer has the right to screen Employees for Fitness for Duty as a condition of employment, as long as the above is in compliance with the law and such testing is conducted by a State-licensed Practitioner.

PROSPECTIVE EMPLOYEES/MEMBERS: Prospective Employees who undergo a fitness for duty test and are deemed fit for duty, will be reimbursed fifty dollars (\$50.00) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective Employee prior to being put on the Employer's payroll. If the Fit for Duty Evaluation is obtained on site, employees will be compensated at their regular hourly rate and the fifty dollars (\$50.00) shall not apply.

Section 9. Should the Drug and Alcohol Testing, the Base-Line Hearing Evaluation and the Fitness for Duty Evaluation be conducted at the same time, payment of one hundred twenty-five dollars (\$125.00) shall be considered payment for all tests.

ARTICLE 18 **HEALTH AND WELFARE**

Section 1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms and corporations as listed on Schedule "B", who are signatory parties to this Agreement, shall pay into the existing trust fund, Oregon Laborers-Employers Health & Welfare Trust Fund, or its successor, for the purpose of providing health and welfare benefits to all eligible employees covered by this Agreement, such payment to be made in accordance with the requirements of the trust agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

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

Section 3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Health and Welfare Fund in accordance with this Agreement.

ARTICLE 19
PENSION

Section 1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations as listed in Schedule "B" who are signatory parties to this Agreement, shall pay into the existing trust fund, Oregon Laborers-Employers Pension Trust Fund, or its successor, for the purpose of providing pension benefits for all eligible employees covered by this Agreement, such payment to be made in accordance with the requirements of the trust Agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for contributions as referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

Section 2. 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 Association and the Union.

Section 3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Pension Fund in accordance with this Agreement.

Section 4. The Employer shall provide for a voluntary deduction on an individual basis and forward to the employee's designated individual 401 (K) account through the administrator of the existing Trust at no cost to the employer. Employees shall be able to change the deduction only once per year.

ARTICLE 20
TRAINING

Section 1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations as listed in Schedule "B", who are signatory parties to this Agreement, shall pay into the Oregon Laborers' Training Trust Fund, or its successor, for the purpose of training Laborers for work in the classifications covered by this Agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be

recognized as a fund held in trust and therefore, an appropriate depository for contributions as referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

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

Section 3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Laborers Training Trust Fund in accordance with this Agreement.

Section 4. The Parties will designate procedures to identify and set three (3) year goals to continually improve all Journeyman Upgrade and Apprenticeship Training Programs and work on the development of Safety Training Program(s) etc.

Section 5. Training for Journeyman. The Association and Union jointly agree that increased available training for the Laborer workforce is a goal during the life of this agreement. This joint endeavor is conditional upon available training resources and is intended to be attained without unreasonable cost burdens to the Training Trust. These Training goals are categorized as follows:

(1) Specialized Training: When the Employer has a need for specialized journeyman training, consistent with the semi-annual published Laborers Program schedule of classes, training will be provided at no cost to the Employer when a sufficient number of employees are available for classes and a program curriculum exists. In those circumstances where a program curriculum does not exist, the employer may request through the Training Board of Trustees (Laborers-Employers Training Trust), that consideration be given to the development of an industry program.

Section 6. Premium for Accredited Foreman. The Employer shall have sole discretion as to the amount of training and credentials required to qualify for the additional foreman wage premium. Existing language in the Master Agreement under the section designated Group Classifications will remain intact.

ARTICLE 21
RECIPROCITY

Section 1. A signatory Employer shall make fringe benefit contributions to the trust fund(s), and at the state's applicable rates, in the state where the work is performed.

Section 2. Notwithstanding the provisions of section 1, such contributions shall be transferred by the receiving trust fund(s) to the home trust fund(s) of the applicable employee provided that the employee (1) is properly cleared by the Local Union who has jurisdiction over the work and (2) has executed an Authorization of Transfer Contribution Form.

ARTICLE 22
CONSTRUCTION MANAGEMENT FUND

The Construction Management Fund is hereby established. An Agreement and Declaration of Trust, which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All Employers signatory to this Collective Bargaining Agreement, or who become signatory or otherwise come under the scope of this Agreement, shall contribute the sum of two cents (\$0.02) per hour worked by Employees covered under this Agreement into said Fund. An Employer shall not be required to contribute more than a total of one thousand dollars (\$1,000.00) in any contract year (i.e., June 1st to May 31st) to the Fund, but amounts erroneously paid in excess of said one thousand (\$1,000.00) yearly maximum shall be deemed to be voluntarily paid without right of refund. All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as their agent in all matters concerning said Trust Fund.

ARTICLE 23
LABORERS-EMPLOYERS COOPERATION & EDUCATION TRUST FUND

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

Section 2. The Employer shall contribute to the NWLECET and ORSILECET as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewals thereof. The Employer shall contribute an amount pursuant to Schedule A for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to the LECET funds in accordance with the requirements of the bylaws of each LECET organization. The Employer and the Union hereby adopt the Agreement and Declaration establishing NWLECET and ORSILECET. Contributions will be made on the same form as the Health and Security payments.

Section 3. The pro-rata costs of such forms, collection and accounting will be paid by each LECET organization to the fringe benefit administrator if so billed.

ARTICLE 24
FOREMAN

The contractor shall have the right to determine in their sole discretion the need for and the number of Laborer Foremen. It is further understood that all crews that are made up of a majority of Laborers shall be supervised by a Laborer Foreman.

1. It shall be the duty of every Foreman to work in conjunction with the Jobsite Steward and management on the job. No Foreman shall use physical violence, abusive or profane language in dealing with employees.
2. Every foreman must possess a valid First Aid/CPR certification as of January 1, 2022.
3. The necessity for the number of, and the selection of, Foremen shall be solely determined by the Contractor.

Premium:

- A. **Foreman** - Shall be paid \$1.75 per hour more than the highest group classification supervised.
- B. **General Foreman** – Shall be paid \$2.25 per hour more than the highest group classification supervised.

Promotional Opportunity:

- A. To promote progression, it shall not be a violation of this agreement to mutually agree that a supervisory position (executives, superintendents, assistant superintendents, foreman, general foreman etc.) be promoted from within the Laborers.

Training:

1. The Association, the Union, and the respective training affiliates agree to commence efforts on journeyman skill advancement training programs that focus on Foremen's supervisory skills and responsibilities.

ARTICLE 25
GOVERNMENT REQUIREMENTS

PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES ORS 279.348 to 279.361.

- (A) In the event an individual Contractor 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 predetermined and/or prevailing wage rate established or established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, and 7, and which determinations are published in the Federal Register) , or by the Commissioner of the Oregon Bureau of Labor and Industries (pursuant to RCW 39. 12. 010 to RCW 39. 12. 900.

The predetermined wage and fringe rate shall apply for the first twenty-four (24) months of the project from the award date.

- (B) The Health and Welfare contribution rate can be increased to a maximum additional Fifty Cents (\$.50) during the life of a project worked under the terms of this Public Works Provision. Increases will be only for maintenance of benefits.
- (C) In the event a Contractor utilizes this Article on a job or project, whose duration is longer than the duration of this agreement, the Contractor shall enter into a project agreement for the duration of the job or project. The project agreement shall incorporate the terms and conditions of this agreement.
- (D) Conflicts between public agency requirements and the contract will be resolved jointly and the Union will not withhold an agreement unnecessarily.

ARTICLE 26
AUTHORIZATION

Section 1. In accordance with the provisions of Article 5, this Agreement shall become effective when signed by the General and Concrete Contractors Association, Inc.; by the authorized representatives of the Oregon & Southern Idaho District Council of Laborers affiliated with the Laborers International Union of North America, as set forth in Schedule "C" attached hereto.

Section 2. The Association has attached hereto Schedule "B" setting forth the names of its members subscribing to this Agreement at the date of signing this Agreement. The name of any new Employer subscribing to the Agreement shall be promptly filed by the Association with the Union, as a supplement to Schedule "B", and with such filing, such new Employer automatically becomes bound by the terms and conditions of this Agreement.

Section 3. The Union shall file with the Association promptly the name of any Employer who subscribes to the terms and conditions of this Agreement. It shall be understood that any dispute settled between the Union and any such non— member Employer shall in no way be binding on the Association signatory hereto nor to be interpreted as establishing an area practice unless the signatory Association is represented in and a party to such settlement.

Section 4. The Union, signatory hereto, agrees that any new Local Union established within the territory and jurisdiction covered by this Agreement, as long as it shall be effective, will automatically become bound by the terms and conditions of this Agreement from the official date of its charter. The Association shall be notified of the establishment of such new Local Union. The Union shall also notify the Association if any Local Union is discontinued and/or merged with another Local Union. Such action by the Union shall not adversely affect the Employer's rights under the terms and conditions of this Agreement.

ARTICLE 27
STRIKES AND LOCKOUTS

(a) It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement, and all disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as provided in this Agreement. The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes.

(b) The Union will not recognize an unauthorized picket line. It shall not be a violation for the Union to refuse to cross a picket line established by a building trades craft when approved by the authorized building trades labor body and the Oregon & Southern Idaho District

Council of Laborers, or a non-building trades craft if approved by the Oregon & Southern Idaho District Council of Laborers.

ARTICLE 28
JURISDICTIONAL DISPUTES

Section 1. Employers shall make all work assignments as follows:

- (a) In accordance with the terms of an existing labor Agreement provides for such work.
- (b) In accordance with the terms of any International and/or Local Agreements and/or Memorandum of Understandings between the signatory Union and any other Union.
- (c) In accordance with area practices of local building trades.

Section 2. If the Employer has complied with the provisions of Section 1 and receives written notification of two or more Unions contesting the work assignment, The Employer shall maintain their work assignment until the dispute has been resolved in accordance with the following procedures:

- (a) Contesting Unions and the contractor shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;
- (b) The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;
- (c) The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the courts. No legal action may be initiated before such internal remedies are exhausted.

Section 3. The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes. Failure to follow the above procedures shall be a breach of contract.

ARTICLE 29
SETTLEMENT OF NON-JURISDICTIONAL DISPUTES

Section 1. Each party shall have the right at all times to enforce the specific provisions of this Agreement. The failure of either party to require enforcement of any specific term shall not be considered a modification or waiver of any of the specific terms of this agreement.

Section 2. In cases of violation, misunderstanding, or differences in interpretation of this Agreement, both parties pledge their immediate cooperation in following the Grievance Procedure set forth herein.

Section 3. In the settlement of disputes arising out of violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

STEP 1

Any employee having a grievance shall present it to the Job Steward or Business Representative. The Job Steward or Business Representative shall present in writing, such grievance or grievances occurring on the job to the Employer's local representative. Employer grievances shall be presented to the Business Representative of the Union.

STEP 2

If no settlement is reached under Step 1, then it shall be referred to the authorized representative of the Union and the authorized representative of the Employer within 15 days. Both of these parties shall use their best efforts to resolve the dispute immediately. This may be accomplished either by phone or a meeting.

STEP 3 – BOARD OF ADJUSTMENT

Should these authorized representatives fail to satisfactorily resolve said dispute within forty—eight (48) hours then either party may, by letter, demand a hearing before the Board of Adjustment convened at the Association (if affected) or Union headquarters unless mutually agreed to be convened elsewhere.

The Board of Adjustment shall be composed of two (2) persons appointed by the Union and two (2) persons appointed by the Association, none of which shall be a party to the instant case. This Board shall hear the matter within seventy-two (72) hours and render a decision within forty—eight (48) hours, which decision shall be reduced to writing, signed by the Board of Adjustment and mailed to all affected parties.

STEP 4 – ARBITRATION

If no settlement is reached in Step 3, either party may request arbitration as provided for herein. The parties shall stipulate to the arbiter the issue or issues to be decided. If the parties do not agree upon a single arbiter within forty-eight (48) hours from the expiration of the time limits specified under Step 3, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five (5) proposed arbiters. The

Employer's authorized representative and the Union's authorized representative shall each alternately strike from this list the names of the proposed arbiters, one at a time until only one name remains on the list. The name of the arbiter remaining on the list shall be deemed accepted by both parties. The decision or decisions of the arbiter shall be announced, in writing to the parties within fifteen (15) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of arbitration shall be borne by the losing party.

It is further understood and agreed that the arbiter's decision may provide retroactivity not to exceed thirty (30) calendar days from the date of the written filing of the complaint as set forth in Step 1 of this Article.

Section 4. The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.

Section 5. Saturday, Sunday and holidays are deemed excluded from time limits contained in this Article.

Section 6. Should the parties involved fail to comply with the findings within five (5) days after such written notification by either party or fail to comply with any of the provisions and/or time limits established in this Article, unless mutually agreed to extend such limits, then all means of arbitration shall be considered exhausted. Either party may take such action as they deem necessary to enforce the findings and time limits and they shall not be considered in violation of any part of this agreement.

Section 7. Where written notification is required in this Article it shall be by certified or registered mail.

ARTICLE 30 **UNION ADMISSION TO JOB**

Section 1. The Business Manager of the Local Union or their Field Representative having jurisdiction and the Business Manager or their Field Representative of the District Council will be permitted to visit any project at any time to solicit membership, collect dues, investigate conditions and work with the authorized representative of the Employer to correct violations existing on any job at any time, but they shall in no way unnecessarily delay the work on the job site.

Section 2. Should the Employer refuse the authorized representative admission to the job at any time, the Business Manager of the appropriate District Council of Laborers of the Union is free to

take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

Section 3. On projects which are under security regulations, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

Section 4. There will be no discrimination against any employee because of past or present union activities. However, no employee, unless they have been designated as the steward on the job, is to use the Employer's time for union activities.

Section 5. The Union shall appoint a job steward or stewards whenever it deems it necessary or appropriate. Job stewards shall be working employees who shall in addition to their regular assigned work, be permitted to perform the duties set forth herein, without disrupting others at work.

Section 6. The Union shall notify the employer in writing of the appointment of any job stewards. Stewards shall not be discharged or laid off for performing duties as job steward in accordance with this Article.

Section 7. The Employer shall notify the Business Representative at least two (2) days prior to terminating a Steward. If the Steward is terminated, the Business Representative may appoint another Steward from the remaining crew and shall advise the Employer.

Section 8. A job Steward shall:

- (a) Bring to the attention of the employer and business representative any infraction of the terms and conditions of this Agreement.
- (b) Check all Laborer employees performing work covered by the terms and conditions of this Agreement to ascertain proper clearance and/or dispatch.

ARTICLE 31 **UNION DUES DEDUCTION**

Upon presentation of a proper authorization form executed by the Individual employee, the Employer agrees to deduct Union dues from net pay after taxes and remit it to the Union in accordance with applicable law. It is understood the Employers will remit each month the Union dues deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

The authorization forms shall be supplied by the Union and the Employer is under no obligations to solicit employees for authorization.

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

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

ARTICLE 32
SPECIAL AGREEMENTS

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

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

ARTICLE 33
MUTUAL GUARANTEE

It is mutually agreed that both the Association's and the Union's participation in this Agreement is based on the guarantee that each will use its best efforts to enforce the terms and conditions hereof upon the parties to this Agreement on all construction work performed by the Employer within the territory covered by this Agreement.

ARTICLE 34
ADOPTION OF ADDENDA

The signatory parties adopt as a part of this Agreement any attached addendum or supplements negotiated between the District Councils and The General and Concrete Contractors Association.

ARTICLE 35
SAVINGS CLAUSE

Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent

jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof, provided however, upon such invalidation the parties agree to meet without delay and negotiate such part or provision affected within thirty (30) days unless mutually extended. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 36
GUARANTEE OF AUTHORITY

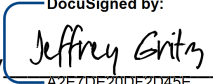
The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations that their signatures purport to represent.

IN WITNESS WHEREOF, This Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the General and Concrete Contractors Association, subscribing to this Agreement and by the Oregon & Southern Idaho District Council of Laborers on behalf of their respective Local Unions, this 1st day of June, 2021, at Portland, Oregon.

It is agreed that this Agreement supersedes any short-form compliance agreements, which any of the company's signatory hereto have previously signed with the Union and that any such compliance agreements are hereby terminated.

FOR THE UNION:

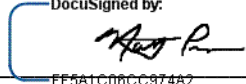
Oregon and Southern Idaho
District Council of Laborers

By  _____
DocuSigned by:
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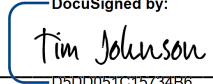
Jeffrey D. Gritz
Business Manager/Secretary-
Treasurer

FOR THE ASSOCIATION:

General and Concrete
Contractors Association

By  _____
DocuSigned by:
FF5A1C08CC974A2...

Matt Pearson
Vice President, and Chair of
Negotiating Committee

By  _____
DocuSigned by:
D5DD051C15734B6...

Tim Johnson
President

SCHEDULE "A"
WAGE SCALES
OREGON LABORERS
BUILDING CONSTRUCTION WORK
June 1, 2021, THROUGH May 31, 2024

TERRITORY - This Agreement shall cover the entire state of Oregon.

DEFINITIONS - See Article 1 and details in this Schedule.

EFFECTIVE DATES - This Agreement shall become effective June 1, 2021, and through May 31, 2024. (See Article 5)

OVERTIME RATES - (See Article 10)

- Daily and Saturday - Time and one half (1.5x)
- Sunday and holidays- Double time (2.0X)
- Special Operations (See section 4) - Time and one half (1.5x)

SHIFTS-HOURS OF WORK - (See Article 10 for exceptions and details)

NEW CONTRIBUTION AND DEDUCTION RATES - TBD Annually with increase

HEALTH AND WELFARE - (See Article 18)

Eight Dollars and Twenty-Five Cents (\$8.25) per compensable hour

PENSION - (See Article 19)

Defined Benefit Plan: Six Dollars and Sixty Cents (\$6.60) per compensable hour.

Defined Contribution Plan: Twenty-Five Cents (\$0.25) per compensable hour.

TRAINING - (See Article 20)

Ninety-Five Cents (\$0.95) per compensable hour

CONSTRUCTION INDUSTRY DRUG-FREE WORKPLACE PROGRAM

- (See Article 17)

Thirteen Cents (\$0.13) per compensable hour

CONSTRUCTION MANAGEMENT FUND - (See Article 22)

Two Cents (\$0.02) per compensable hour

LABORERS-EMPLOYERS COOPERATION & EDUCATION TRUST - (See Article 23)

Thirty Cents (\$0.30) per compensable hour

DEDUCTIONS - from net pay after taxes.

DUES DEDUCTION - (See Article 31)

Two Dollars and Fourteen Cents (\$2.14) per hour deducted from net pay after taxes only after proper authorization.

TRANSPORTATION-CAMP REQUIREMENTS - (See Article 16).

JURISDICTION - (See Article 6 and Article 29 for details).

Craft jurisdiction is neither determined nor awarded by classifications appearing in any Labor Agreement.

TIME - Official time for the purpose of this Agreement shall be applicable legal time.

SPECIAL NOTE: HOD CARRIERS - With respect to building construction work as defined in Article 4 (Work Affected Defined) for the duration of this Agreement, the wage scale applicable to Hod Carriers contained or to be contained in the labor contracts covering Oregon between the Laborers organizations involved, the Wall and Ceiling Contractors Association, and the Mason Contractors Association shall be recognized and abided by the parties hereto when hiring Hod Carriers.

SPECIAL CONDITIONS -

- (1) Any Laborer working in LIVE SEWERS shall receive \$25.00 PER DAY in addition to their regular pay.
- (2) There must be at least one employee of the contractor on each project that holds a first aid card.
- (3) HIGHEST RATE FOR HALF OR FULL DAY: When a laborer is put to work at a higher classification in any day, the laborer shall be paid for that day:
 - (a) the higher classification rate for four (4) hours if the laborer works at the higher classification for four (4) hours or less, and the balance of their day at the lesser rate; or
 - (b) The higher classification rate for the full day if they work at the higher classification for more than four (4) hours.

- (4) Isolated workers will be contacted periodically by a supervisor or other employee (of any craft or management representative).
- (5) All special safety equipment required for the performance of the work will be furnished by the Employer and the employee will be responsible for, and take care of, such equipment until the employee is terminated. If the employee does not return the equipment to the Employer in good condition, subject to normal wear and tear, the employee will be required to pay for such items at cost.

OREGON LABORERS

WAGES AND FRINGE BENEFITS (per compensable hour)
EFFECTIVE: JUNE 1, 2021, THROUGH MAY 31, 2024

Notes: See Schedule "A" for classification groups.
 See Schedule "A" for zone wage scale information.

Group	Zone A	Zone B	Zone C	Zone D	Zone E	Zone F
1	33.48	34.33	34.73	35.48	37.48	38.48
2	34.71	35.56	35.96	36.71	38.71	39.71
3	29.04	29.89	30.29	31.04	33.04	34.04

Foreman Premium: \$1.75/hour above the highest group classification supervised.

General Foreman Premium: \$2.25/hour above the highest group classification supervised.

* *The Employer shall have sole discretion as to the amount of training and credentials required to qualify for the additional foreman wage premium.

Apprentices:

Group	Zone A	Zone B	Zone C	Zone D	Zone E	Zone F
63%	21.09	21.94	22.34	23.09	25.09	26.09
70%	23.44	24.29	24.69	25.44	27.44	28.44
80%	26.78	27.63	28.03	28.78	30.78	31.78
90%	30.13	30.98	31.38	32.13	34.13	35.13

FRINGE BENEFIT PACKAGE (PER COMPENSABLE HOUR)

Health & Welfare	\$8.25	Training	\$0.95
Pension -Defined Benefit	\$6.60	CIDWFP	\$0.13
Pension – Defined Contribution	\$0.25	LECET	\$0.30
Construction Management Fund	\$0.02		

DEDUCTIONS FROM NET PAY AFTER TAXES: Dues \$2.14

Note: Dues are included in above Group/ Zone rates of pay

SPECIAL NOTES:

NOTE #1: If any Laborer work other than the above is performed during a shift, the basic labor rate is paid for the full shift.

APPRENTICESHIP NOTES:

Apprentice Wage Rates:

The parties signatory hereto agree to establish an indentured training program. This would be accomplished by enlarging the existing training program into a full indentured training program. The rates of pay shall have increments as a percentage rate of journeyman scale, as listed below. Apprentice fringe benefits are one hundred percent (100%) of the applicable job rate.

Apprenticeship Training Program:

Section 1. Recognizing the need for an adequate supply of qualified Laborers, the Association and the Union mutually agree to actively promote and participate in a Joint Training Program designed to meet this need.

Section 2. Such programs which exist or are developed to achieve this end are supported in whole or in part from funds derived from this agreement and shall:

- a) Be jointly administered by equal representation of management as appointed by the Association and labor as appointed by the Union.
- b) The employment of Apprentices shall be in accordance with the ratios as outlined in Article 9 Hiring.
- c) Provide wages as follows as a percent of Group 1 Laborer for the project:

Apprenticeship Rates:

Group	
63%	0-1000 hours
70%	1001-2000 hours
80%	2001-3000 hours
90%	3001-4000 hours

CLASSIFICATIONS

GROUP 1

Includes the following:

Carpenter Tender, Concrete Laborers Curing, Concrete Demolition, Wrecking and Moving Laborers, Demolition and Wrecking Charred Materials, Erosion Control Specialist (certified), Form Strippers, (not Swinging Stages), Sand Blasting (Wet), Scaffold Tender, Self-Propelled Buggy, Tool Operators (Includes but not limited to: Dry Pack Machine, Hand held Concrete Saw, Demo Saws, and Concrete Drill (2-inch diameter maximum), Jack Hammer, Chipping Guns, Paving Breakers) Tool room Man, **Traffic Control Laborer (flagger certified)**

GROUP 2

Includes the following:

Concrete Nozzle men
Sand Blasting (Dry)
Vibrators (All types)

GROUP 3

Includes the following:

Final Clean Up Laborers — (detailed clean-up limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner).

Note: Any Heavy/Highway Classifications, as contained in the AGC area Master Labor Agreement, will be used on any work performed by the Employer if not otherwise covered herein.

ZONE PAY DIFFERENTIAL

A. The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an employee providing for themselves and their family in the major metropolitan areas and those of an employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales.

FOR THE FOLLOWING CITIES:

Albany	Burns	Hermiston	The Dalles
Astoria	Coos Bay	Klamath Falls	Portland
Baker City	Eugene	Medford	Roseburg
Bend	Grants Pass	Newport	Salem

(1) All jobs or projects Located WITHIN 30 MILES of the respective city hall of the above-mentioned cities shall receive the basic rate of pay for all classifications (Zone A) as listed in Schedule "A".

(2) All jobs or projects located MORE THAN 30 MILES and less than 40 miles from the respective city hall of the above-mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by \$0.85 per hour.

(3) All jobs or projects located MORE THAN 40 MILES or less than 50 miles from the respective city hall of the above-mentioned cities shall receive Zone "C" allowance. The basic rate of pay shall be increased by \$1.25 per hour.

(4) All jobs or projects located MORE THAN 50 MILES and less than 80 miles from the respective city of the above-mentioned cities should receive Zone "D" allowance. The basic rate of pay shall be increased by \$2.00 per hour.

(5) All jobs or projects located MORE THAN 80 MILES from the respective city hall of the above-mentioned cities shall receive Zone "E" allowance. The basic rate of pay shall be increased by **\$4.00** per hour.

(6) All Jobs or projects more than 100 MILES from respective city hall of the above-mentioned cities shall receive Zone "F" allowance. The basic rate of pay shall be increased by (\$5.00) per hour. If the employee is required to remain overnight, the Employer and the Union shall meet. When transportation or overnight accommodations of equal or greater value are provided by the Employer, the five-dollar (\$5.00) requirement may be waived.

NOTE: When the Employer makes suitable arrangements for daily transportation of an employee, at no cost to the employee and the employee avails themselves of this opportunity; no zone pay shall be paid.

It is agreed that for the purpose of determining the proper wage scale under this Agreement:

(1) All job or project locations shall be computed (determined) based on road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction work is located shall be considered the center of the project (end of measurement).

All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which for the purpose of this Agreement will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

DEFINITIONS

- A. General, in any excavation, other than Item B-Sewers, etc. and Item C-Tunnels-- the classifications and rates of item apply wherever the depth of excavation exceeds twice the largest horizontal dimension.
- B. SEWERS, WATER AND GAS LINES, TELEPHONE AND ELECTRIC UNDERGROUND. Sewer pipe laying or monolithic sewer construction in open excavation or in completed tunnels (raises or shafts) shall be defined as sewer work.

MANHOLE EXCAVATION CONSTRUCTION, up to six feet in largest horizontal dimension, shall be defined as sewer work, to maximum depth of twenty feet, and defined as tunnel (shaft) beyond twenty feet in depth. Manhole excavation and construction, over six feet in largest horizontal dimension, shall be defined as tunnel (shaft) when the depth is more than twice the largest horizontal dimension.

- C. TUNNELS. A "Tunnel" shall be defined as a subterranean excavation, lined or unlined, which because of its length necessitates an employee or employees working underground for a distance of ten feet or more. On all work classified as "Tunnel," the tunnel classification and rates shall apply to the entire length of the tunnel, from portal to portal. A tunnel whose horizontal grade is over 30 percent and less than 60 percent shall be defined as a "Raise." A tunnel, whose horizontal grade is greater than 60 percent, and whose depth is more than twice its largest horizontal dimension, shall be defined as a "Shaft."

The above definitions of work shall apply also to the work of timbering and lining of tunnels (raises and shafts) as described above.

- D. COFFERDAM WORK. Where workers are required to work inside Cofferdams, which are, confined areas without easy means of escape and where extreme hazards abnormal to ordinary operating conditions exist, the workers shall receive premium pay of fifteen cents (15) per hour above their regular rate.

SCHEDULE B

GCCA BARGAINING GROUP MEMBERS

BROCKAMP & JAEGER, INC.

15796 S. Boardwalk
Oregon City, OR 97045
(503) 655-9151

FORTIS CONSTRUCTION INC.

1705 SW Taylor Street, Suite 200
Portland, OR 97205
(503) 459-4477

HOWARD S. WRIGHT

1455 NW Irving Street, Suite 400
Portland, OR 97209
(503) 220-0895

LEASE CRUTCHER LEWIS, LLC

550 SW 12th Avenue
Portland, OR 97205
(503) 223-0500

SKANSKA U.S.A. BUILDING, INC. (OREGON DIVISION)

1010 NW Flanders, Suite 500
Portland, OR 97209
(503) 382-0900

SCHEDULE "C"

District Council

Oregon and Southern Idaho
District Council of Laborers
17230 NE Sacramento St. Ste. 201
Portland OR, 97230
(503) 760-2933 / Fax: (503) 760-1121

Local 737

17230 NE Sacramento St. Ste. 202
Portland OR, 97230
Phone: (541) 801-2209 / Fax: 503-296-2510

Trust Administrator

William C. Earhart
12029 NE Glenn Widing Dr.
Portland, OR 97208
(503) 282-5581

PRIVATE WORKS ADDENDUM

TO THE

MASTER AGREEMENT

BETWEEN THE

GENERAL AND CONCRETE CONTRACTORS ASSOCIATION

OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS

This memorandum, effective the first day of June 2021 by and between the below named parties:

1. **Competitive Conditions:** The parties listed below agree that this Addendum for Private Sector Work is provided for the purpose of giving the signatory contractor the opportunity to be competitive in negotiating and bidding projects in the private sector limited to the scope listed in paragraph 3 below.
2. **Coverage:** This Addendum shall cover the jurisdictional area of the State of Oregon.
3. **Scope.**
 - a. This Addendum shall cover all privately funded projects involved in the construction, alteration or repair of buildings and structures of under Seven and One-Half Million Dollars (\$7.5M) not including the cost of utilities.
 - b. This Addendum shall also cover all privately funded projects of under Seven and One-Half Million Dollars (\$7.5M) where no building is included in the contract. Surfacing and paving are included in the Seven and One-Half Million Dollars (\$7.5M) but utilities are excluded from the cost of the job.
4. **Adoption of Master Labor Agreement:** The parties agree to be bound by, to adopt and incorporate by reference, as a part of this Addendum, all of the terms and conditions of the Master Labor Agreement, except as provided in this Addendum.
5. **Notification:** The contractor shall advise the Union Dispatch Office when new personnel are requisitioned under the Private Sector Works Addendum.

6. Wage Scales:

A. Wage rates for this Addendum represent the full wage and fringe benefit package for Private Sector Work.

B. Wages, fringe benefits, etc., for the life of this Addendum are set forth on the attached page. Increases to total packages are effective on the dates indicated and are pegged to an amount equal to eighty percent (80%) of the Master Labor Agreement base wage rate.

7. Fringe Benefits: Trust fund contributions shall be increased to correspond with amounts specified in the Master Labor Agreement.

8. Duration: This Addendum shall be effective June 1, 2021 and shall continue in effect during the term of the applicable Master Labor Agreement and terminate under the provisions of Article 5 of the Master Labor Agreement.

9. Guarantee of Authority: The individuals signing this Addendum 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.

FOR THE UNION:

Oregon and Southern Idaho
District Council of Laborers

DocuSigned by:
By Jeffrey Gritz
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Jeffrey D. Gritz
Business Manager/Secretary-
Treasurer

FOR THE ASSOCIATION:

General and Concrete
Contractors Association

DocuSigned by:
By Matt Pearson
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Matt Pearson
Vice President, and Chair of
Negotiating Committee

DocuSigned by:
By Tim Johnson
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Tim Johnson
President

Classified Workers Addendum

Classified Workers

In an effort to make signatory employers more competitive, the Laborers Union agrees to develop a classification known as "Classified Worker." Classified Workers shall perform material handling and stocking, tending to other trades, and clean-up work. Classified Workers shall be paid the same hourly wage as first-term apprentices; however no fringe benefits shall be paid. Classified Workers shall only be used on private, non-prevailed work. Employers wishing to use Classified Workers must be registered with the Oregon Laborers JATC as a Training Agent. Employers may not request a Classified Worker for a project unless they already employ an apprentice and journeyman. The number of Classified Workers shall never exceed the number of apprentices on the project. No Classified Worker shall work more than 1000 hours.

The Union agrees to provide Classified Workers with 120 hours of training to include OSHA 10, First Aid/ CPR, Scaffold User, Hazard Communication, Tool and Material Recognition and other mutually agreed upon training. The Employer will only be able to hire Classified Workers who have successfully completed this training. Oversight of the Classified Worker Program will be provided by the Oregon Southern Idaho Laborers— Employers Training Trust.

Vacation and Sick Leave Memorandum of Understanding (MOU)

The Vacation and Sick Leave MOU executed on May 31, 2016, confirmed the Association's employer members were exempt from the Oregon Sick Pay Law. The Oregon legislature passed SB 588 in 2021 lifting the referenced exemption on sick pay access for the members of the Union. The parties agree that this law, upon implementation January 1, 2023, will nullify the attached MOU and it will no longer be applicable.



Greg A. Held
Business Manager/Secretary-Treasurer

Oregon & Southern Idaho District Council of Laborers

Affiliated with the AFL-CIO
Laborers' International Union of North America

17230 NE Sacramento Street, Suite 201 • Portland, Oregon 97230
(503) 760-2933 • Fax (503) 760-1121

MEMORANDUM OF UNDERSTANDING

For the General and Concrete Contractors Association, Inc And
The Oregon and Southern Idaho District Council of Laborers

Vacation and Sick Leave

This memorandum, effective May 31, 2016, is by and between the following parties: Contractors signatory to the General and Concrete Contractors Association Inc.(GCCA) Labor Agreement hereinafter referred to as the "Employer" and the Oregon and Southern Idaho District Council of Laborers hereinafter referred to as the "Union".

The Bureau of Labor and Industries (BOLI) has addressed the current Oregon Sick Pay Law and the City of Portland Sick Pay Ordinance on their webpage. Also reference ORS 653 .601 to 653.661, OL 537, 2015, and OAR 839.0070060.

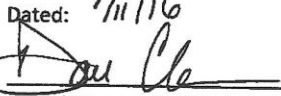
Specifically, per ORS 653.661, the State of Oregon preempts all charter and statutory authority of local governments as defined in ORS 174.116 to set any sick leave requirements.

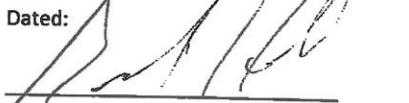
The parties agree to the fullest extent permitted, the GCCA Labor Agreement shall operate to waive any and all provisions of the Oregon Sick Leave Law, and shall supersede and be considered to have fulfilled all requirements of that law as written and/or amended during the life of the GCCA Labor Agreement.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

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

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

This memorandum is subject to Article XXXVII (Savings Clause) of the GCCA Agreement

Dated: 7/11/16

Dan Clark Vice President, and
chair of negotiating
committee GCCA

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