

AGREEMENT

BETWEEN

**MASON CONTRACTORS ASSOCIATION
PORTLAND, OREGON CHAPTER**

AND

**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL UNION #1 OF OR/WA/ID/MT**

OREGON & SW WASHINGTON AGREEMENT



**Composed of
Bricklayers, Marble Masons, Stone Masons, Caulker-
Pointer-Cleaners and Brick and Marble Finishers**

June 1, 2020 – May 31, 2026

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THIS AGREEMENT, made this First day of June 2020 is between the Mason Contractors Association of America, Portland, Oregon Chapter, and its members, jointly and severally, and such individual employers who become signatory hereto (the Employer or Association) and Bricklayers and Allied Craftworkers Local Union #1 of Oregon, Washington, Idaho, Montana (the Union or Local #1). Employer and the Union recognize that this Agreement is the Master Collective Bargaining Agreement for all mason contractors located within the geographical jurisdiction of the Union.

RECOGNITION - SCOPE OF WORK

ARTICLE 1.

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative of its employees in a bargaining unit composed of all Bricklayers, Masons, Caulker-Pointer-Cleaners, and Finishers. The Employer agrees that it is a member of the Multi-Employer Bargaining Unit covered by this Agreement. The Employer hereby delegates full bargaining authority to the Association, which is the recognized bargaining representative for the Multi-Employer Bargaining Unit, and thus states its unequivocal intention to be bound by group rather than individual bargaining action.

Section 2. This Agreement shall cover new construction, maintenance, repair and renovation within the entire State of Oregon and the following counties in southwest Washington: Skamania, Clark, Cowlitz, Wahkiakum, south part of Pacific and a 10 mile strip bordering the Columbia River in Klickitat.

Section 3. This Agreement shall cover all work for Bricklayers, Stone Masons, Marble Masons, Caulker-Pointer-Cleaners, and Finishers as defined in Article II, Section (B) and Code 1 of the Constitution, Rules of Order, and Codes of the International Union of Bricklayers and Allied Craftworkers.

Section 4. The Employer executing this document has, on the basis of objective and reliable information, confirmed that a clear majority of the Bricklayers, Stone Masons, Marble Masons, Caulker-Pointer-Cleaners, and Finishers in its employ desire representation by Local #1, for purposes of collective bargaining. The Employer therefore unconditionally acknowledges and confirms that Local #1 is the exclusive bargaining representative of its employees performing work covered by this Agreement pursuant to Section 9(a) of the National Labor Relations Act.

Section 5. The scope of work shall also cover: The installation, setup, operation and maintenance of any robotic, mechanical device used for the installation of masonry units and materials including, but not limited to: the alignment of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of story poles and other related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials into or onto the robotic or mechanical device; the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and all other

adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device. It shall also cover the operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations. It shall also cover the daily cleaning and daily maintenance of the robotic or mechanical device.

Section 6. In addition, this Agreement shall cover all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the jurisdiction of this Agreement.

UNION SECURITY

ARTICLE 2.

Section 1. It shall be a condition of the employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall immediately after the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. Upon written notice from the Union of the failure on the part of any employee to tender initiation fees and dues as required, the Employer shall discharge the employee.

DUES CHECK-OFF

ARTICLE 3.

Section 1. The Employer shall honor written assignments of wages to the Union for the payment of Union membership dues when such assignments are submitted in the following form or such other form as permitted by law and remain unrevoked, including all prior forms with Local #1 of Oregon:

DUES CHECK OFF AUTHORIZATION

I hereby authorize any of the various individual Employers who are covered by a Collective Bargaining Agreement between those Employers and Local #1 effective June 1, 2020, including any renewal thereof and by whom I may be employed during the term of such agreement or any renewal, to deduct from my wages and transmit to said Union (or any agency designated by said Union for the collection of said money), the specific amount set forth in Schedule A (Wage and Benefit schedule), for each hour worked this sum constituting a portion of my union dues.

This assignment shall be irrevocable for one year from this date or until the termination of the current Collective Bargaining Agreement, including amendments and addenda thereto, whichever occurs first. This assignment shall be automatically renewed for successive periods of one year or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and Local #1, whichever period shall be shorter, unless written notice of termination of this assignment is given by me to the Employer and to Local #1 at least sixty (60) days, and not more than ninety (90) days prior to the termination of the annual renewal date.

Signature

Print Name

Date

SUBCONTRACTING OF WORK

ARTICLE 4.

Section 1. If an Employer, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at a job site that falls under the jurisdiction of members of the Local #1 for the construction, alteration or repair of a building, structure, or other work to any other person or entity who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement, or such Employer shall maintain daily records of the subcontractor's employees job site hours, and be liable for payment of these employees wages, travel, health and welfare, dental, pension, vacation, apprenticeship contributions, etc., in accordance with this Agreement.

Section 2. No work will be let by piece work, contract, or lump sum direct with a journeyman, apprentice, or trading for labor service. It is the intent of all parties signed to this Agreement that the employee will furnish a full fair days work for a days pay. The Union agrees that there will be no restriction to limit the amount of work the employee shall do in a given amount of time, but also, a finisher, apprentice or journeyman employee shall not be bound to provide a daily count to the Employer, especially when it results in discrimination or hazing. Foremen, when requested, will provide the Employer with the requested information. Counts may be requested from any employee when the work is completed on a time and material contract requiring said information for billing and/or verification of work completed.

PICKET LINES

ARTICLE 5.

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, or replacement in the event an employee refuses to go through or work behind any primary picket line, including the primary picket line of the Union and including primary picket lines at the Employers place of business.

Section 2. In the event an unauthorized work stoppage occurs, there shall be no liability on the part of the Union, provided the Union shall, after notice from the Employer, immediately post notice at the point of such work stoppage to the effect that said work stoppage was not authorized by the Union.

Section 3. There will be a no strike, no lockout clause for the term of this Agreement on any shut down or emergency work.

WORKING RULES

ARTICLE 6.

Section 1. HOURS OF LABOR: Eight hours shall constitute a days work, between 6:00 a.m. and 4:30 p.m., less one-half hour for lunch between 12:00 noon and 12:30 p.m., except when to leave work would endanger life or property. Starting time can be changed if authorized by mutual consent of the Employer, the majority of the employees of the Employer on the job, and the Union, but in no case earlier than 6:00 a.m., such authorization to be confirmed by the Employer in writing to the Union. If such change is made, it shall remain in effect for not less than thirty (30) days. A period of rest for all employees of not less than ten (10) minutes without deduction from the employees pay for every segment of four (4) hours or major part thereof worked in one work period shall be taken.

Section 2. HOLIDAYS: The following shall be recognized as holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Should any of these holidays fall on a Sunday, the following Monday shall be observed as a legal holiday. Should any of these holidays fall on a Saturday, the preceding Friday shall be observed as a legal holiday. An employee who works on a holiday shall be paid at double the straight time rate.

Section 3. SHIFT WORK: When multiple shifts are used, each shift shall work as follows:

First Shift:	8 hours work for 8 hours pay
Second Shift:	7½ hours work for 8 hours pay
Third Shift:	7 hours work for 8 hours pay

Overtime on shift work shall start at 8:00 a.m. on Saturday and continue until 8:00 a.m. Monday. This shall also apply to holidays.

On all shift work, any shift running longer than eight (8) hours, the employees will be given a thirty (30) minute meal break for each four (4) hours. These breaks will be taken on contractor time. Shift work is defined as separate crews working different shifts on the same project in any twenty-four (24) hour period.

Section 4. Travel and subsistence allowances shall be based on radius mileage as measured by GPS (Global Positioning System) from the County Courthouse in the County in Oregon or Washington State in which the Employer's shop is based to the job site. Any Employer who is based in Multnomah, Clackamas or Washington Counties in Oregon or Clark County in Washington shall use the Multnomah County Courthouse as their home base. If an Employer is normally based outside the geographical jurisdiction of this Agreement, said Employers home base for determining travel and subsistence will be the Multnomah County Courthouse. Travel and subsistence amounts shall be per the attached Schedule B.

Section 5. Article 6, Section 4 refers to employees being dispatched from the Employers home base only, not employees hired off-the-bank. On out of town work a regular employee cannot be hired off-the-bank if he/she has worked for the hiring Employer in the last sixty (60) days. On out of town work, (work outside of established free zone of Employer) an Employer may hire off-the-bank on a job-by-job basis. If the off-the-bank employee(s) are used on more than one job in that area, they are then eligible for subsistence and travel if sent outside their free zone.

The county courthouse in that outside Work County will be the home base for computing travel and subsistence for the employee, if sent outside their free zone. The Deschutes County Courthouse will be considered the home based for Deschutes County, Jefferson County, and Crook County.

Section 6. On travel or subsistence jobs funded by Industry Advancement Funds, the ratio of BAC member employees, to newly organized hired off-the-bank employees, shall not exceed three (3) existing members to one (1) newly organized member.

Section 7. Out of town work where subsistence is being paid, with the mutual consent of the majority of employees, the Employer, and the Union, and job conditions permitting, the four (4) day, ten (10) hour day may be worked. On this basis straight time will be paid. On a 4-10 schedule if Monday through Thursday is chosen as the work week, all time worked on Friday will be paid at the rate of one and one half (1½) times the normal rate. If Tuesday through Friday is chosen as the work week, all time worked on Monday will be paid at the rate of one and one half (1½) times the normal rate.

Section 8. No employee covered by this Agreement shall sign or be bound by a non-competition agreement of any kind of nature that restricts future employment opportunities.

Section 9. The Employer shall pay the actual cost of vehicle parking for each employee when working in limited parking areas and when free parking is not available. The Employer may require receipts of actual expense incurred. Said reimbursement shall be paid on a weekly basis. Employees are required to use the most economical parking lot or structure within three (3) blocks of the job site. A city block will be defined as 300 feet. If the Employer furnishes reasonable transportation from a free parking area, no parking money will be paid. Reasonable transportation is defined as having seatbelts for all employees, or a bus type of vehicle. At the employee's request, the Employer shall reimburse for Tri-Met tickets in lieu of parking.

Section 10. On inclement weather days, no employees will be required by the Employer to wait more than two (2) hours past the normal start time. Any employee who is required to wait more than two (2) hours past the normal start time, excluding the 2 hours wait time, due to inclement weather will be considered on the payroll, whether working or not.

WORKING CONDITIONS

ARTICLE 7.

Section 1. The Employer must see that a warm, dry tool and lunch room with lock and key is available. Drinking water equal to that in the community must be provided in a clean wholesome receptacle that is not being used or has been used for any other purpose. The Employer shall also provide adequate and sanitary toilet facilities on all jobs and see that such facilities are maintained in a sanitary manner at all times.

Section 2. On stone and concrete units weighing over forty (40) pounds, the walls shall not be built to a height of more than forty-two (42) inches without erecting a scaffold and the scaffold shall be raised to the top of the wall, or just below, for each additional forty-two (42) inches of wall height.

Section 3. Two (2) masons shall be used in setting all twelve inch (12") block units. This section shall not be construed to mean that two (2) masons are required to lay twelve inch (12") pilaster units in a wall that is constructed of ten inch (10") or smaller units. This section shall also not be construed to mean that two (2) masons are required for building a twelve inch (12") block lead. However, if difficult job conditions exist, such as lengthy rebar lap, two (2) masons may work together on pilasters or leads.

Section 4. In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory disease, the dry cutting of any

products shall be with an approved dust control device (i.e., OSHA Table 1). Employees engaged in wet cutting products will be furnished eye protection. Respirators should only be used as the primary method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respiratory cartridges, and training and fit-testing to ensure that the worker is able to wear a respirator.

CONTRACTORS

ARTICLE 8.

Section 1. The Employer must hire at least one journeyman with no interest financially or otherwise in the business, for each working member of the firm.

Section 2. The Employer shall provide accident, unemployment, social security, and other insurance as required by law, and shall furnish employer identification numbers or policy numbers to the Union. No Employer may avoid the intent of this clause by incorporation.

Section 3. A sole proprietor contractor who works job site to job site, must be a member of the Bricklayers & Allied Craftworkers, and tender appropriate fringe benefits payments on him/her self.

Section 4. All Employers shall have a company sign on each job site that is plainly visible from the street on which the job is located, where applicable.

SAVINGS CLAUSE

ARTICLE 9.

Section 1. If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or States of Oregon or Washington, said provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no contravention. If the parties are unable to renegotiate,

the matter will be settled as a grievance, and the arbitrator shall have authority to legislate a new provision.

WAGES

ARTICLE 10.

Section 1. The wage rate shall be per attached Schedule A with the following classifications to be incorporated therein.

JOURNEYMAN bricklayers, marble masons, stone masons, caulker-pointer-cleaners shall perform all types of masonry work claimed by the International Union of Bricklayers and Allied Craftworkers. The wage rate shall be as shown for all journeymen per Schedule A.

APPRENTICES duly registered with the J.A.T.C. and Bureau of Labor, State of Oregon shall be entitled to perform all types of work claimed by the International Union of Bricklayers and Allied Craftworkers. The wage rate shall be as shown for all apprentices on attached Schedule A.

BRICK AND MARBLE FINISHERS shall be entitled to assist the journeyman or apprentice with such duties as striking, sawing, cleaning, washing, grouting or any other duties assigned by the foremen to increase the productivity of the journeyman or apprentice. Under no circumstance shall their duties consist of laying or setting any material. The intent of this section is not to replace any journeyman or apprentice, but rather to increase productivity of the benefit of the masonry industry. No apprentice shall be displaced by a finisher in the laying or setting of materials. The wage rate shall be as shown on attached Schedule A.

Section 2. Overtime shall be paid for hours worked in excess of the regular shift of eight (8) hours and on Saturdays, at one and one half the straight rate. All time worked over ten (10) hours in a shift shall be paid at double the straight time. Sundays and holidays shall be paid double the straight time wage.

Section 3. An employee doing refractory repair work shall receive a bonus of one dollar (\$1.00) per hour in addition to his regular wage.

Section 4. If the total hours in any four (4) month period for the geographical jurisdiction of this Agreement drops 30% as compared to the same four (4) month period of the prior year, the parties to this Agreement will meet

to discuss current problems. On mutual agreement the contract may be opened. This excludes lack of work due to unusual weather conditions.

Section 5. The following is the scheduled wage increases for journeyman bricklayers, marble masons, stone masons, and caulker-pointer-cleaners for the duration of the Agreement of June 1, 2020 to May 31, 2026:

June 1, 2020:	\$2.00
June 1, 2021:	\$2.00
June 1, 2022:	\$ To be negotiated
June 1, 2023:	\$ To be negotiated
June 1, 2024:	\$ To be negotiated
June 1, 2025:	\$ To be negotiated

When wages and fringe benefits have been allocated, the Union cannot decrease any amounts without the consent of the Employer

Section 6. Finishers wage and fringe benefit total package will be equal to 75% of the journeyman tilesetters total package. Finishers wage increases are effective May 1 of each year.

Section 7. If an employee reaches Journeyman Finisher status, and then is rolled over to an Apprentice Bricklayer, Mason, or Caulker-Pointer-Cleaner by the Oregon – S.W. Washington Mason Trades Joint Apprenticeship and Training Committee and the Employer, said Employee will receive a minimum of 50% Apprentice Bricklayer wages and fringe benefits.

Section 8. Journeyman marble finishers shall received premium pay as per attached Schedule A.

Section 9. Each Employer shall complete and submit any prevailing wage survey documents (federal or state) in a timely manner. At the Union’s request, an Employer shall provide the Union with a copy of the wage survey submitted. The Union or its representative shall have a right to review the relevant records of any Employer needed to complete such surveys and submit the completed survey on the Employers behalf. Non-compliance with this section will deem the contractor to be ineligible for Industry Advance Funds at the sole discretion of the Union.

Section 10. When an Employee is performing hot refractory repair work, and due to extreme heat conditions is required to wear a fireproof hood or fireproof pants or fireproof jacket, the Employee will receive premium pay of ½ times above the hourly rate being paid on that shift not to exceed double time.

Any questions or disputes shall be referred to the union hall within twenty-four (24) hours.

SUPERINTENDENTS AND FOREMEN

ARTICLE 11.

Section 1. A superintendent for the Employer shall not be permitted to act as foremen. He shall appoint a foreman or foremen as they are needed. Foremen shall be members in good standing of the Bricklayers and Allied Craftworkers Union. Foremen shall be practical journeyman mechanics in the branch of trade over which they exercise supervision. The foremen may have full charge of the employees on the work and have authority to hire and fire employees under his/her supervision. Anyone giving direct orders to the employees on the job site, on behalf of the Employer, shall be considered a Foreman and must be a member of the Bricklayers and Allied Craftworkers International Union.

Section 2. The foreman, other than owners, shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his foreman the right to tell the worker what to do, how to do it, and to see that the work is properly done. He shall be responsible for the placing of men, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning effective, efficient execution of work.

Section 3. If one to three bricklayers or bricklayer apprentices are on a job, one journeyman shall be designated a foreman, and shall be paid a premium as per the attached Schedule A. If four or more bricklayers or bricklayer apprentices are on a job, the foreman shall be paid a premium as per the attached Schedule A.

Section 4. Article 10, Section 2, shall also apply to Marble Masons, Stone Masons, and Caulker-Pointer-Cleaners.

APPRENTICESHIP

ARTICLE 12.

Section 1. The Employer is bound by all the terms and provisions of the Oregon-S.W. Washington Mason Trades Joint Apprenticeship and Journeyman Training Program and the Rules and Standards established thereby, including but not limited to wage schedules established for apprentices employed by the Employer.

(a.) The number of apprentices shall not exceed a ratio of one (1) apprentice to the first one (1) journeyman mechanic in the trade of his apprenticeship. Additional apprentices are authorized at a rate of one (1) apprentice for each additional three (3) journeymen.

(b.) The employer shall take all steps necessary to see that each apprentice works under and with competent journeymen in order to assure adequate training is being provided in the respective craft the apprentice is being trained for. Positively no apprentice shall be sent to out-of-town work that will interfere with or prohibit them from attending school classes unless he can enroll in another BAC approved school. If this is not possible, the apprentice must receive written permission from the coordinator or chairman of the JATC Committee.

(c.) No Apprentice shall be displaced by a Finisher when opportunities to place or set materials of the trade are available.

Section 2. Joint Safety Committee: The Oregon – S.W. Washington Joint Apprenticeship and Training Committee shall also serve as the Joint Safety Committee, consisting of an equal number of members representing the Employer and the Union. The duties of this committee shall be to develop and recommend safe work policies and procedures. This committee shall meet at least once each month and also when called by the Chairman or when called by a majority of the current committee members. Members of the Joint Safety Committee shall be selected by the party they represent.

Section 3. All Employer request for Safety Training and Journeyman Upgrade Classes shall be referred to the Joint Safety Committee, who will decide which requests are appropriate and fiscally responsible.

OUTSIDE EMPLOYERS

ARTICLE 13.

Section 1. If an Employer is normally based outside the geographical jurisdiction area of this Agreement and works on a job within this Agreement's geographical area, it shall notify the Union that it requires employees to work within the geographical area of this Agreement. With the exception of the superintendent and the foreman of such outside Employer, the Union shall be the sole and exclusive source of referrals of applicants for employment. The Employer shall notify the Union of its need for employees a reasonable time in advance of the time they must report to the job. The Employer shall specify the number of employees in the particular classification required. The Union shall

refer competent workers in the classification specified. The Union shall maintain a register of applicants for employment. Registration and dispatching by the Union shall be on the basis of objective, selective criteria, including experience, competence and residence, and shall not be in any way affected by Union membership.

The geographical jurisdiction of this Agreement is as follows:

Baker, North half Benton, Clackamas, Clatsop, Columbia, Gilliam, Grant, Harney, Hood River, North half Lincoln, North half Linn, North half Malheur, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, union, Wallowa, North half Wasco, Washington and Yamhill counties in Oregon; and in the State of Washington, Skamania, Clark, Cowlitz and Wahkiakum counties including the southern part of Pacific County, a ten mile strip bordering the Columbia River in Klickitat, South half Benton, Coos, Crook Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, South half Lincoln, South half Linn, South half Malheur, South half Wasco and Wheeler counties in Oregon.

Section 2. If an Employer is normally based outside the geographical jurisdiction of this Agreement and works on a job within this Agreement's geographical jurisdiction, and overtime hours are being worked on the project, the Employer agrees to hire one (1) member from this Agreement's geographical jurisdiction for each company employee hired by the Employer for said overtime hours.

WAGE PAYMENT AND ENFORCEMENT

ARTICLE 14.

Section 1. In the event an employee is terminated~~d~~ for cause, they shall be paid in full at termination. For all employees who are laid off, their checks shall be post-marked no later than twenty-four (24) hours following such layoff. For all time the employee's pay is withheld beyond that specified above, the employee shall be paid eight (8) hours of straight time pay for each twenty-four (24) hours of waiting time. This clause shall not apply if an employee quits. They will then be paid on the next regular pay day.

The Employer may designate any day it wishes for its normal payday, but the designated payday shall be a regular work day and wages shall be paid once a week within three (3) days (excluding Saturdays, Sundays, and holidays) after the close of the payroll workweek. Payment of wages shall be in cash or negotiable payroll check, and must be accompanied by an itemized statement of

all deductions and reasons for the same. Payment shall be made by hand delivery to the employee, or by regular mail, or by direct deposit, where possible and if requested by the employee.

Section 2. Employees not paid as described in Section 1 shall be paid eight (8) hours of straight time pay for each twenty-four (24) hours of waiting time. This Section shall also apply to an Employer paying with a check which the Employer's bank refuses to honor. Employers will arrange for payroll check cashing privilege for employees at a local bank, at no charge to the employee.

Section 3. No employee shall be allowed to work for any delinquent Employer until all claims are settled.

Section 4. No employees shall be permitted to work for any Employer unless it shall abide by all Federal and State laws and the Agreements covering the various crafts under the jurisdiction of this Union.

Section 5. Any Employee shall upon request present any check stubs or itemized list of pay and deductions to the Joint Arbitration Board for the purpose of checking rate of pay, health and welfare, vacation, pension deductions, etc.

Section 6. The Union has the right to appoint working job stewards on any project. No steward may be laid off or fired for performance of his duty on any job. If said steward feels he is being discharged for unjustifiable reason, he shall bring his grievance to the Joint Arbitration Board for final decision.

Section 7. The President of the Union or his Designee shall be permitted to visit any job or project at any time.

Section 8. Failure on the part of any Employer to pay wages or benefits specified herein shall be deemed a breach of contract and shall justify economic or legal action of any kind by the Union, except that the Union shall take no economic action to enforce the subcontractor provisions; and any economic or legal action is not subject to the procedures of Article 16 (Settlement of Disputes).

Section 9. In the event the Employer fails to make any wage payments, the Union may enforce this Article through the Settlement of Disputes Article in this Agreement, or in the alternative, may file a legal action in its own name or in the name of the employee or employees involved. In the event it is necessary for the Union to retain an attorney to enforce this Article, the Employer shall pay reasonable attorney's fees incurred in the collection of monies due, including the fees and costs incurred in preparation for trial, at trial, on appeal, and in any bankruptcy proceeding. In addition, the employee, by himself or through the

Union, shall have the right to use any remedy set forth in Oregon Revised Statutes or any other applicable law for the collection of wages.

Section 10. Any Employer who becomes signatory to this Agreement shall be required to post a Surety Bond in the combined amount of \$15,000.00 payable to each of the Masonry Industry Trust Funds. The Masonry Industry Trust Funds are identified in Article 17, Health and Welfare; Article 18, Pensions; Article 19, Defined Contribution; Article 20, Vacation; Article 21, Apprenticeship; Article 22, Promotion; and Article 3, Dues. The bond of the current Employer shall be maintained in the full amount for the duration of this Agreement or after exit audit.

TOOLS AND EQUIPMENT

ARTICLE 15.

Section 1. Both parties agree that employees shall not be permitted to furnish or provide for the Employer any machinery, tools or equipment normally furnished by the Employer; neither shall they furnish a vehicle for the transportation of such equipment or machinery. The members of the Union shall furnish and transport their own hand tools only, such hand tools to include a pair of bolt cutters of size suitable for transport in tool bag, also including hard hat and suitable work shoes.

Section 2. On jobs where material to be used will destroy hand tools normally furnished by employee, the Employer will furnish or replace such hand tools; normal wear and tear excluded.

Section 3. On project where eye protection is required by the Employer, but O.S.H.A. does not require such protection, the Employer agrees to the following:

1. On all such projects, employees will be furnished with the first pair of non-prescription safety glasses at no charge to the employee. Employers are encouraged to provide good quality eye protection as well as neck cords that meet the minimum standards required by O.S.H.A.
2. Employer shall have additional safety glasses on the project for purchase by the employees.

3. On job sites where excessive dust, heat or other factors damage the safety glasses more rapidly than normal wear and tear, the Employer shall furnish safety glasses to employees on a more frequent basis.

CONTRACT RESPONSIBILITY

ARTICLE 16.

Section 1. The Employer and journeymen shall be responsible for the quality of their work. Any faulty work shall be investigated by the Joint Arbitration Board. Any Employer who refuses to comply with the decision of the Joint Board will be subject to liquidated damages imposed by the Joint Board.

Section 2. All the classifications for members of Local #1 will have a valid First Aid and Safety Card, where required, to seek employment on construction jobs. This will be the responsibility of the members, Employers and the Apprenticeship Committee.

Section 3. If an Employer anticipates a need for their BAC member employees to have valid Forklift/Equipment Operator cards, the Apprenticeship Committee, in cooperation with the requesting Employer, will hold classes so the member can obtain a card.

Section 4. The Union shall hold safety, first aid and CPR training classes annually for its members. Should an Employer or group of Employers request special training sessions (OSHA 10), the Union will provide such classes provided that the Employer provides the required minimum number of persons for such classes. Employees shall be paid a minimum of \$150.00 upon providing a completion card for OSHA 10.

Section 5. Both parties recognize that construction owners, particularly industrial owners, are requiring standardized safety and training orientation programs. Both parties agree to work together so that a qualified, certified workforce is maintained. Both parties further agree to work with construction owners towards safe working conditions for employees.

Section 6. If any member of Local #1 is required to obtain a Commercial Drivers License (CDL), the Employers agree to pay the difference in any costs the Masonry Welfare Trust will not pay for a physical examination.

Section 7. Employers who perform any type of work on construction sites that requires background checks of its employees, shall provide the security background checks at the Employer's cost, with no cost to the employee. This includes, and not limited to, TOP SECRET, SECRET, RED BADGE, TWIC, etc. Employees are responsible for the care of their own security badges, and if a badge is lost, the employee will be responsible for any replacement cost.

Section 8. If sent from a job for drug testing, the employee will be on the payroll. If an employee takes a test that is governed by the rules of the Construction Industry Drug-Free Workplace Program, any payments will be governed by the rules of said Plan. If an employee is required to take a drug test that does not fall under the rules of the Construction Industry Drug-Free Workplace Program, the employee will be paid \$25.00 if the test is negative.

Section 9. When installing prefabricated products and panels within the geographical jurisdiction of this Agreement, the Employer shall continue its historical and customary practice of assigning employees covered by this Agreement to perform the on-site installation work, or in the alternative shall subcontract the on-site installation work to a contractor signatory to this Agreement. This includes the historical and customary practice that, if the Employer either prepares or provides the prefabricated products or panels, that the Employer shall also perform the on-site installation work of such prefabricated products or panels, or in the alternative shall subcontract the on-site installation work to a contractor signatory to this Agreement. This provision is intended to protect and preserve for the employees covered by this Agreement, all work they have historically and customarily performed as covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of work covered by this Agreement. If however an Employer who is not signatory to the Agreement establishes a facility that produces panels and that Employer sells the panels for the construction project in the geographical area of this Agreement that will not be installed by employees covered by this Agreement, then the Association and the Union upon mutual agreement may open the Agreement for limited purpose of discussing this provision.

CONSTRUCTION INDUSTRY DRUG-FREE WORKPLACE PROGRAM

ARTICLE 17.

The Employers, the Union, and the employees agree that they will be bound by the current plan and trust provisions of the Construction Industry Drug-Free Workplace Program (DFW Program) and any future amendments thereto, unless the parties mutually agree to an alternate program. Under the DFW

Program, a bargaining unit employee whose first test after receiving notice is negative will be paid \$50.00 by the DFW Program and will be issued a Drug-Free verification card. The applicable provisions of the DFW Program's Plan, Policy, Administrative Rules and Trust documents and future amendments thereto are hereby adopted for the period covered by this Agreement unless participation is terminated before such time. The DFW Trust has a claims review process which is the exclusive way to resolve disputes with the Trust. The dispute resolution procedures of this Agreement shall govern all other disputes between the Employer, the Union, and the employees regarding the DFW Program. The Employers agree that each Employer's non-bargaining unit employees based in the geographical area of this Agreement shall participate in this DFW Program.

SETTLEMENT OF DISPUTES

ARTICLE 18.

A. The parties to this Agreement shall establish a Joint Arbitration Board consisting of two (2) representatives selected by the Employer and two (2) representatives selected by the Local Union, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet on call, to settle complaints, abuses or grievances. The Employer and Union representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of Employer or Union representatives present at a session.

B. It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or the attention of the Union by the Employer within twenty-one (21) days after the alleged violation is committed or discovered, whichever is later. However, it is also specifically agreed that the grievance procedures set forth in this Article do not apply to any claim or controversy involving, affecting, or in any way related to the obligation to or failure to make payments to the Trust Funds under this Agreement. Either the Union or the Trust Funds, or both, may use any legal means to enforce such obligations and to collect such payments provided by law, provided under this Agreement, or provided by the Trust Agreements or the plan documents for such Trust Funds, including without limitation the filing of a collection action in state or federal court.

C. Grievances shall be handled in the following manner:

Step 1. The grievance shall be referred to the President of the Union and the Employer.

Step 2. If the grievance is not settled pursuant to Step 1 of this Section within five (5) working days of the filing of the grievance, excluding weekends and holidays, the grievance shall be submitted within five (5) working days to the Joint Arbitration Board for consideration and settlement.

Step 3. If the Joint Arbitration Board does not reach a settlement within five (5) working days, not including weekends and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne equally by the Employer and the Union. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

D. When settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at Steps 1 and 2 of Section C of this Article, the parties agree that such settlements shall not be precedent-setting.

E. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes. If either party requests a mutually agreed extension within the time limits and the other party does not respond within the time limits, the requesting party shall be deemed to have an extension of five working days, excluding weekends and holidays, from the current time limit.

HEALTH & WELFARE

ARTICLE 19.

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour covered by this Agreement to the Masonry Welfare Trust.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Masonry Welfare Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Masonry Welfare Trust those Employer Trustees who are now serving or who may hereafter serve on the Board. Nothing in this provision nor any other part of this Agreement shall prejudice the right of the Trustees of the Masonry Welfare Trust to act as settlors, including without limitation the authority to establish, design, and terminate the plan, amend benefit levels, allocate contributions among related plans, and set funding levels.

Section 4. Employer reports and/or remittances are due monthly at the office of the administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

PENSIONS

ARTICLE 20.

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour worked for all membership classifications covered by this Agreement to the Northwest Bricklayers Pension Plan and the Bricklayers and Trowel Trades International Pension Fund. Effective for periods prior to and during this current Agreement, a certain portion of the contributions are not being credited and therefore are off-benefit, and the amount of such off-benefit contributions are set forth in the Off-Benefit Schedule of the Northwest Bricklayers Pension Fund, which is hereby incorporated into and made a part of this Agreement.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Northwest Bricklayers Pension Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Northwest Bricklayers Pension Trust those Employer Trustees who are now serving or who may hereafter serve on the Board. Nothing in this provision nor any other part of this Agreement shall prejudice the right of the Trustees of the Northwest Bricklayers Trust to act as settlors, including without limitation the authority to establish, design, and terminate the plan, amend benefit levels, allocate contributions among related plans, and set funding levels.

Section 4. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages

shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

Section 6. Commencing with the first day of June 2015 and for the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each member covered by this Agreement as follows:

(a.) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution as shown on attached Schedule A to the above named International Pension Fund.

(b.) For the purpose of this section, each hour paid for, including hours attributable to show-up, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

(c.) Contributions shall be paid on behalf of any employee starting with employees first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, finishers, and probationary employees.

(d.) The payments to the International Pension Fund required shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972. The Employer further agrees to be bound by, and to the said Agreement, and Declaration of Trust, as though he had actually signed the same.

(e.) The Employer hereby designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

(f.) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the International Pension Fund.

(g.) If an Employer fails to make contributions to the International Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding and provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein but shall have available to it all other legal means of enforcement. The Employer shall be liable for all costs for collection of payments due, together with attorney fees and such penalties as may be assessed by the Trustees. The Employer liability for payment under this Article shall not be subject to or covered by any grievance or

arbitration procedure or any “no strike” clause which may be provided or set forth elsewhere in this Agreement.

(h.) The pension plan adopted by the Trustees of said International Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

(i.) Effective September 1, 2009, three cents (\$0.03) of the per hour contribution rate being made will not be credited and therefore will be off-benefit as provided in the Notice dated March 12, 2009, from the Bricklayers and Trowel Trades International Pension Fund. Effective May 1, 2012, an additional one cent (\$0.01) of the per hour contribution rate (for a total of four cents per hour) will not be credited and therefore will be off-benefit as provided in the Funding Improvement Plan of the Bricklayers and Trowel Trades International Pension Fund. After that, the Funding Improvement Plan requires a three percent (3%) increase (or one cent) every year effective by January 1, 2015, for the duration of the Funding Improvement Period.

DEFINED CONTRIBUTION PLAN

ARTICLE 21.

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour covered by this Agreement to the Northwest Bricklayers & Allied Craftworkers Defined Contribution Plan.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the Plan, as amended, for the Northwest Bricklayers & Allied Craftworkers Defined Contribution Plan which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Northwest Bricklayers & Allied Craftworkers Defined Contribution Plan those Employer Trustees who are now serving or may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Later reports and/or remittances may result in the assessment of delinquency charges as provided in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

OREGON S.W. WASHINGTON MASONRY & TILE INDUSTRY
LABOR – MANAGEMENT COOPERATION COMMITTEE

ARTICLE 22.

Section 1. Each Employer shall pay the amounts stated in Schedule A for each hour covered by this Agreement to the Oregon S.W. Washington Masonry & Tile Labor – Management Cooperation Committee (LMCC). Said LMCC amounts are to be paid to the Masonry Industry Trust Administration.

Section 2. The Employer is bound by the provisions of the LMCC Trust Agreement and the Plan, as amended, which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate its lawful representatives on the Board of Trustees of the Oregon S.W. Washington Masonry & Tile Industry Labor – Management Cooperation Committee those Employer Trustees who are now serving or may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Later reports and/or remittances may result in the assessment of delinquency charges as provided in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, no to exceed eight (8) hours per day.

VACATION

ARTICLE 23.

Section 1. The Employer shall withhold the sum set forth on attached Schedule A per hour for all hours worked, the sum to be deposited in the Masonry Welfare Trust Fund in Portland, Oregon to the individual employee's vacation account. Vacation withholding for each employee shall be reported to the Masonry Welfare Trust and paid in accordance with Trust procedures to the applicable credit union subject to dues deductions authorized by the employee.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Masonry Welfare Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Masonry Welfare Trust those Employer Trustees who are now serving or who may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

**OREGON– S.W. WASHINGTON MASON TRADES JOINT
APPRENTICESHIP AND JOURNEYMAN TRAINING TRUST**

ARTICLE 24.

Section 1. The Employer shall pay the prevailing contribution rate per hour as set forth on attached Schedule A, for each hour worked for all its employees covered by this Agreement to the Oregon S.W. Washington Mason Trades J.A.T.C. Trust.

Section 2. The Employer shall pay the prevailing contribution rate per hour as set forth on attached Schedule A, for each hour worked for all its employees covered by this Agreement to the International Masonry Institute Apprenticeship Trust

Section 3. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Oregon S.W. Washington Mason Trades J.A.T.C. Trust, which provisions are hereby incorporated into and made a part of this Agreement.

Section 4. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Oregon S.W. Washington Mason Trades J.A.T.C. who are now serving or who may hereafter serve on the Board.

Section 5. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15th day of the month or hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 6. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

INTERNATIONAL MASONRY INSTITUTE

ARTICLE 25.

Section 1. The International Masonry Institute is the Union's International apprenticeship training, marketing, promotion, research, industry development and labor/management relations entity. Each Employer shall contribute the amount stated in the Schedule A accompanying this agreement for each compensable hour of employment by each employee covered under this agreement. The minimum hourly contribution will be 1% of the gross wage and benefit package. Hourly contributions to the IMI shall be remitted to the Masonry Industry Trust Administration, Inc. (a third party administrator)

MASONRY INDUSTRY PROMOTION

ARTICLE 26.

Section 1. The Employer shall pay the contribution rate per hour as set forth in Schedule A, for each hour worked for all its employees covered by this Agreement to the Masonry Institute of Oregon.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Masonry Industry Program Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the above Trust those Employer Trustees who are now serving or who may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of the delinquency charges as provided for in the Trust Agreement.

Section 5. In the event as Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages

shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

EMPLOYER BUSINESS

ARTICLE 27.

Section 1. The Employer shall not attempt to engage in any work covered by this Agreement through the use or device of another business entity or corporation over which the Employer has the right to exercise control, or has any ownership interest, or through the use of the device of a joint venture with another Employer without first consulting the Union for the purpose of establishing to the Union's personal satisfaction that the use of such device is not for the purpose of lowering wages, or evading fringe benefit payments or other conditions in the area where said device is sought to be used. If the Union is not personally satisfied, the Union may resort to strikes, picketing or other available legal or economic recourse, including unilateral cancellation of the Agreement, notwithstanding any other provision of this Agreement. In addition, the Employer agrees that if it violates this provision, it shall be liable to the Union, its employees and the Masonry Industry Trust Funds, respectively, for damages, as measured by the sums of money required by this Agreement for wages, travel pay, and Trust Fund contributions, as though the other entity were bound by this Agreement.

MOST FAVORED NATIONS CLAUSE

ARTICLE 28.

Section 1. If the Union shall enter into any agreement different in its term(s) from this Agreement for any type of work covered by this Agreement, with any Employer or group of Employers, any Employer signatory hereto shall have the right to avail itself of such different term(s) of such agreement. This clause shall not apply to an agreement where the only difference is the length of the agreement, such as a project agreement or an agreement for a lesser specific time period so long as it is approved by the Association.

JURISDICTIONAL DISPUTES

ARTICLE 29.

Section 1. If the Union notifies the Employer of the existence of a jurisdictional dispute, the parties shall meet for the purpose of determining the dispute within twenty-four (24) hours. In the event the parties are unable to resolve the dispute, the Employer agrees to be bound by the determination of any joint jurisdictional board or committee formed by the Unions involved for the purpose of resolving such dispute.

SUCCESSOR CLAUSE

ARTICLE 30.

Section 1. This Agreement, and supplements or amendments thereto, hereinafter referred to collectively as “Agreement” shall be binding upon the parties hereto, their successors, administrators, executors, and assignees.

Section 2. In the event the Employer’s business is, in whole or in part sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such business and operation shall continue to be subject to the terms and conditions of the Agreement for the life thereof.

WORK OUTSIDE JURISDICTION

ARTICLE 31.

Section 1. Any employer engaged in work covered by this Agreement, outside the geographical jurisdictions of this Agreement (“outside work area”) shall register their jobs before starting work with the local union in the work area (or Local #1 if such area is covered by Local #1 but not by this Agreement). If the Employer is unable to contact the applicable local Union in the outside work area for any reason, then the Employer shall advise the Local #1 of the job before starting work.

Section 2. In the event an Employer takes or sends any of their employees into an outside work area, then at a minimum the wage scale, contributions, and working conditions of this Agreement shall be applied to such employees, but if the wage scale, contributions, and working conditions are better in the outside work area (as set forth in any applicable agreement of an affiliated union to this

Union), then such better wage scale, contributions, and working conditions shall apply.

Section 3. Except as provided in Section 2, the Employer engaging in work in an outside work area shall comply with all of the lawful clauses of the collective bargaining agreement in effect in said outside work area if such an agreement exists. Trust Fund contributions shall be paid in accordance with the collective bargaining agreement governing the outside work area, if one exists and provided reciprocity of benefits to the home trusts of the employees is available. If a local collective bargaining agreement does not exist or reciprocity is not available, then the Trust Fund contributions shall be paid directly to the home trust of the employees.

Section 4. Any dispute over this Article 31 shall be governed by the remedies provided under the collective bargaining agreement in effect in said outside work area if such an agreement exists, except that any claim or controversy in any way related to the Trust Funds under this Agreement shall be governed by this Agreement, the applicable Trust Agreements, and the applicable law including ERISA. If a local collective bargaining agreement does not exist, then the remedies provided in the Agreement shall govern.

EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 32.

Section 1. Both parties agree that there shall be no discrimination in the employment of any employee on the account of age, race, sex, national origin, or religion. Further, both parties assert their policy of no tolerance for discrimination or sexual harassment in the work environment.

DURATION AND TERMINATION

ARTICLE 33.

Section 1. This Agreement shall be effective June 1, 2020 up to and including May 31, 2026, and from year to year thereafter, if no notice is served as hereinafter provided. The parties agree that they shall be bound by any future Collective Bargaining Agreement, or by any extension, modification, or amendment to this Agreement between the Association and the Union, covering this Multi-Employer Bargaining Unit, unless the Employer or the Union gives notice, in writing, which must be received not later than sixty (60), nor more than

one hundred twenty (120) days prior to the expiration of this Agreement, or any subsequent Anniversary dates, of its notice of intent to modify or terminate. Employer further agrees that it will give the same written notice to the Union of any intent to withdraw from the Multi-Employer Bargaining Unit, not less than sixty (60) days, nor more than one hundred twenty (120), prior to the expiration of the Agreement, or any subsequent Anniversary dates.

Signed at Portland, Oregon this 28th day of May, 2020.

Bricklayers & Allied Craftworkers
Local #1 Oregon, Washington,
Idaho, Montana

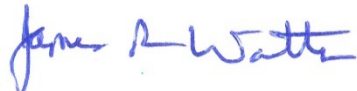
Mason Contractors Association of
Portland, Oregon



Matthew Eleazer
President



Davis Evenson
President



James Watts
Attorney

SCHEDULE B
TRAVEL ALLOWANCE AND SUBSISTENCE EFFECTIVE JUNE 1,
2020 THROUGH MAY 31, 2026

TRAVEL ZONE

- (A) Jobs within a radius of 0 to 50 miles from Courthouse – No Allowance
- (B) Jobs within a radius of 51 to 75 miles from Courthouse - \$25.00/day

SUBSISTENCE ZONES

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

ZONES C & D

June 1, 2020:	\$95.00 / day*
June 1, 2021:	\$100.00 / day*
June 1, 2022:	To be negotiated
June 1, 2023:	To be negotiated
June 1, 2024:	To be negotiated
June 1, 2025:	To be negotiated

* Eugene and Springfield exempt from Marion County dispatch for 2015. This exemption will only apply to employees living in Salem, OR or further south. Any employees pulled from the Portland/Vancouver metro area will receive travel pay for going over 50 miles.

Transportation Allowance: The Employer shall pay transportation allowance on subsistence jobs of \$25.00 and \$0.75 per mile, over 100 miles, one way, to be paid to the employee on the first regular paycheck.

Example: Job is 125 AAA miles from Courthouse – 125 miles minus 100 miles equals 25 miles x \$0.75 = \$25.00. Total - \$25.00 plus \$25.00 = \$50.00 Transportation Allowance

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

***The basis for mileage outside of the 100 mile radius will be actual road mileage computed by AAA.

SCHEDULE D

Masonry Industry Trust Administration, Inc.

9848 E. Burnside

Portland, OR 97216

(503) 254-4022

(800) 591-8326

Fax: (503) 254-4119

mita@masonry-trusts.com

ADDENDUM

The following is an amendment to the Agreement between the Mason Contractors Association, Portland, Oregon Chapter, and Bricklayers and Allied Craftworkers, Local Union #1 of OR/WA/ID/MT (June 1, 2020 – May 31, 2026), and shall be effective November 1, 2023.

The following shall replace Section 2 to Article 1 (Recognition – Scope of Work):

This Agreement shall cover new construction, maintenance, repair and renovation within the following areas: the entire State of Oregon; the counties in southwest Washington of Skamania, Clark, Cowlitz, Wahkiakum, and the south part of Pacific and a 10-mile strip bordering the Columbia River in Klickitat; and the counties in southwest Idaho of Adams, Valley, Washington, Gem, Payette, Boise, Canyon, Ada, Elmore, Camas, Blaine, Gooding, Lincoln, Jerome, Mindoka, Owyhee, and Twin Falls.

Signed at Portland, Oregon this 1st day of November, 2023.

BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #1
OR/WA/ID/MT



MASON CONTRACTORS ASSOCIATION
OF PORTLAND, OREGON



president



**Bricklayers & Allied Craftworkers
Local Union #1 OR/WA/ID/MT**

**12812 NE Marx Street
Portland, OR 97230
(503) 232-0358**

opeiu12/aflcio