

2007 – 2012 AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

and

**WESTERN WASHINGTON
CEMENT MASONS LOCAL 528**

PREAMBLE

This is a collective bargaining Agreement between certain individual members of the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. (hereinafter referred to as the "Employer"), and Local 528 affiliated with the Operative Plasterers and Cement Masons International Association, AFL-CIO (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory as described in Article 3.

ARTICLE 1
EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement shall be effective commencing June 1, 2007, and shall continue in force and effect through May 31, 2012. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changes, superseded by a successor principal agreement, or terminated. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in nowise intended by the parties as a termination of nor shall it in anywise be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

SECTION 2. Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

SECTION 3. Any "Notice of Opening" or "Notice of Termination" given in hand within sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

SECTION 4. Notwithstanding the above, this Agreement may be opened on June 1, 2010, for the purpose of negotiating wage and fringe benefit rates for June 1, 2010 – May 31, 2012. as set

forth in Appendix 1 only. Such opening shall be perfected by either party giving written “Notice of Opening” to the other, not later than sixty (60) days nor more than ninety (90) days prior to June 1, 2010.

ARTICLE 2 **SCOPE OF AGREEMENT**

SECTION 1. This Agreement shall cover all construction work in the following counties in the State of Washington: King, Kitsap, Clallum, Jefferson, Mason, Grays Harbor, Pierce, Snohomish, Skagit, Whatcom, Island, San Juan, Thurston, Lewis, Pacific, Wahkiakum and Cowlitz County. The eastern boundary shall be a straight north and south line passing one (1) mile west of Easton. If, during the term of this Agreement, the Union's territorial jurisdiction is enlarged by the Cement Masons International Union, this Agreement shall be applicable to such enlarged jurisdiction and shall supersede the terms of any other agreement in such enlarged jurisdiction to which the Employer and a Cement Mason local are parties.

SECTION 2. This Agreement covers all Cement Masons' work to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work.

SECTION 3. Cement Mason work covered by this Agreement shall be as outlined in the Constitution and Bylaws of the Operative Plasterers and Cement Masons International Association, the AFL-CIO, National Building Trades AFL-CIO decisions of record, Green Book decisions, agreements between International Unions, local awards and area practices.

SECTION 4. People who perform Cement Masons' work for an Employer are referred to in this Agreement as Cement Masons.

ARTICLE 3 **RIGHTS OF THE PARTIES**

SECTION 1. The Union retains all rights, except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement, or who have crossed or worked behind a primary picket line including but not limited to such a picket line at the Employer's premises or jobsite where the Employer is engaged in work. It shall not be a violation of this Agreement if the Union advises Cement Masons to exercise rights conferred by this Agreement or provided by law.

SECTION 2. Except as limited by this Agreement the Employer shall have exclusive right to manage his business, to control and supervise all operations and direct all work forces, including but not limited to the right to select and hire, discharge (with or without cause),

promote, transfer, or schedule employees, to control and regulate the use of equipment, materials, tools and other property of the Employer and to maintain efficiency among his employees.

ARTICLE 4 **GRIEVANCE PROCEDURE**

SECTION 1. Except as expressly otherwise provided in this Agreement there shall be no strike or lockout on any job over any dispute between the Union and Employer and all disputes between the Union and Employer, arising during the term of this Agreement, shall be settled in accordance with the provisions of this Article. The term dispute includes but is not limited to differences concerning the interpretation and applications of this Agreement.

SECTION 2. In the event a dispute arises, representatives of the Union shall attempt to settle the dispute by contacting the Employer involved. In the event a dispute is not resolved, either the Union or the Employer is authorized to refer the dispute to arbitration.

SECTION 3. The Employer or the Union is authorized to request the Federal Mediation and Conciliation Service to submit a list of seven names, and the Union and the Employer shall alternately strike six names from the list. The remaining name shall be the umpire to decide the grievance. The umpire is authorized to hear and determine all disputes referred to him pursuant to this Article and his decisions shall be final and binding. If the Union or the Employer fails or refuses to exercise its selection rights within the ten days after the Federal Mediation Conciliation and Services mails the arbitration list, the non-defaulting party shall have the right to designate any arbitrator on the list as the impartial umpire to hear and decide the case.

SECTION 4. In the event the Employer has violated any of the wage, travel, subsistence or trust contribution provisions of the Agreement, the Union shall be permitted to take economic action against such Employer. If such Employer deposits a certified check in the amount estimated by the Union to be due, made payable to the Union, with the administrator of the Health and Welfare fund and gives the Union notice that this has been done, the Union shall be required to refrain from further economic action and to submit the matter to arbitration and the procedure under Section 3 of this Article shall apply.

SECTION 5. It is the desire of the Employers who are bound by this Agreement and the Union that disputes referred to the impartial umpire will be decided upon the same day that they are heard and that a written order be issued by the impartial umpire on that date. The impartial umpire, at his discretion, may take the dispute under advisement and issue a post hearing opinion and order. His fee shall be paid by the party who loses the case. The impartial umpire may in his discretion allocate the fee between the Union and the Employer, if he believes that neither the Union nor the Employer substantially prevailed. Except as provided in Article 7, Section 2, failure to abide by the umpire award is grounds for economic action.

ARTICLE 5
UNION SECURITY AND HIRING

SECTION 1. All employees covered by this Agreement, who are members of the Union on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of employment. All employees who are not members of the Union on the date of the execution of this Agreement and all employees hired after the execution date of this Agreement shall, on and after the eighth day following the date of execution of this Agreement, or initial date of employment, whichever is later, be required by the Employer to become and remain members of the Union as a condition of employment.

SECTION 2. In the event an employee fails to tender the admission fee or a member of the Union fails to maintain his membership in accordance with provisions of this Article, the Union will notify the Employer in writing and such notice shall constitute a request to the Employer to discharge the employee within forty-eight hours (48) hours (Saturdays, Sundays, and Holidays excluded).

SECTION 3. An employee who is not a member of the Union at the time of his initial employment, will be granted only one eight- (8) day grace period during the life of this contract.

SECTION 4. Hiring hall requirements, rules and regulations for work in Local 528's jurisdiction are set forth in Appendix A.

ARTICLE 6
SUBCONTRACTORS

SECTION 1. An Employer who is party to this Agreement shall not subcontract, or otherwise transfer, in whole or in part, any job site Cement Mason work to any person, firm, corporation or other business entity (subcontractor) unless the subcontractor is a party to a collective bargaining agreement with the Union.

Job site refers to the construction, alteration, painting, or repair of a building, structure, or other work. Disputes involving this Section will be resolved under the grievance and arbitration procedure. If the dispute is not resolved in this way, suit may be filed in a court of competent jurisdiction (state or federal) in King County, Washington. No economic action shall be permitted.

SECTION 2. Whenever the Employer is obligated to satisfy WBE/MBE/DBE recruiting requirements, the Union and the Employer by mutual agreement may waive this provision prior to commencement of the work in the event an Employer and Union are unable to find qualified competitive union WBE/MBE/DBE subcontractors.

SECTION 3. When potential union subcontractors are not available in the locality of the jobsite to perform the work and where the general contractor receives no competitive union bids, by mutual agreement, the Employer and the Union may waive this provision. Provided, however, the Union and the Employer shall review the prices submitted before assigning the non-union subcontractor.

ARTICLE 7
PROTECTION OF RIGHTS

SECTION 1. It is not a violation of this Agreement and it shall not be cause of discharge, discipline or permanent replacement for a Cement Mason to refuse to cross or work behind a primary picket line, including but not limited to a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in work. It is not a violation of this Agreement if the Union advises the Cement Masons to respect or refuse to work behind a primary picket line.

SECTION 2. Except as provided in Article 6 of this Agreement, all work covered by this Agreement and customarily performed on the job site by Cement Masons working under this Agreement, shall continue to be performed on the jobsite by employees covered under this Agreement. The Employer agrees to refrain from entering into a contract or otherwise undertaking to perform any work in violation of the terms of this Article. All Employers who subcontract work shall have a pre-job conference, if requested, to provide the Union with a list of all subcontractors.

SECTION 3. It is the intent of the Employer and the Union to protect all jobsite work which has been traditionally performed by bargaining unit employees.

SECTION 4. The Union agrees to cooperate with the individual Employers in achieving maximum efficiency and productivity and to work with management and individual Employers to eliminate inefficiency and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any Journeyman or Apprentice to work for other Employers after their regular day's employment with one Employer, or for any Journeyman or Apprentice to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations. Any employee violating this Section may be terminated.

ARTICLE 8
HOLIDAYS

SECTION 1. Holidays recognized by this Agreement shall be New Year's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday unless otherwise mutually agreed to by the Employers and the Union. No work shall be performed on Labor Day except to protect life and property, or by mutual agreement of the Union and the Employer. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

ARTICLE 9
LUNCH PROVISIONS

SECTION 1. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour break for lunch. This lunch period shall not begin earlier than three and one-half (3-1/2) hours after the start of the shift. If they are required to work past this time, they shall be paid for the lunch period at the applicable overtime rate and must be allowed time to eat their lunch. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. In the event that the Employer establishes a ten (10) hour day, the above lunch periods shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3-1/2) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

ARTICLE 10
TERMINATION AND PAY DAY

SECTION 1. Workmen shall be paid in full prior to quitting time on the jobsite once each week (on the same day), but in no event shall more than five (5) days' (Saturdays, Sundays and Holidays excluded) wages be withheld.

If the regular pay day falls on a Holiday, the workmen shall be paid on the last regular work day before the Holiday.

An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours and all authorized deductions, and must indicate the name and address of the Employer.

SECTION 2. An employee shall be paid in full when discharged.

SECTION 3. Upon the completion of the employee's job, the employee shall be paid within twenty-four (24) hours. If not completed within normal office hours, payment shall be made within twenty-four (24) hours (Saturdays, Sundays and Holidays excepted). Payment, if so desired, may be made through the Union Hall or by regular mail with the postmark cancellation date accepted as payment date.

SECTION 4. Employees who quit shall be paid not later than the next regular pay period.

SECTION 5. If an employee is not paid as herein provided, said employee must be paid an additional two (2) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment, (Saturdays, Sundays and Holidays excluded). The postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty. The payment provided in this section should not apply if failure to pay is caused by mail services delay.

SECTION 6. No adjustment of disputed pay will be made unless the workman or the Union shall make a claim in writing to the Employer's representative ten (10) days from the pay period in question, except in cases of continuing or willful violations of this Agreement.

ARTICLE 11
JOB INSPECTION

SECTION 1. The Business Representative of the Union will be permitted to visit any project at any time, but shall not at any time interfere with the progress of the work. On projects which are under either military guard or security provisions, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

ARTICLE 12
JURISDICTIONAL DISPUTES

SECTION 1. If a jurisdictional dispute arises, it shall first be submitted to the Union and the Employer for settlement, then if no understanding or agreement is reached within forty-eight (48) hours, it shall be referred to the two International Representatives and they shall confer with the affected Employer for settlement. Pending such settlement, the craft performing the work at the time the disputes arises, shall continue in such capacity until settlement has been reached as above provided.

SECTION 2. Assignment of work shall be governed by decisions of record, area practice, and existing or prospective International jurisdictional agreements.

SECTION 3. It is further agreed that unresolved disputes will be submitted to arbitration in accordance with the provisions of this contract.

ARTICLE 13
SAFETY MEASURES

SECTION 1. The Employer and the employee will conform to all federal and state health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the workers can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh drinking water will be available to the workers. Contractor will furnish all protective clothing with equipment required at the jobsite for handling of toxic materials.

ARTICLE 14
PROTECTION OF BARGAINING UNIT WORK

SECTION 1. The Employer shall not directly or indirectly perform, undertake or accomplish any jobsite Cement Mason's work except in complete compliance with all terms and provisions of this Agreement.

ARTICLE 15
SAVINGS CLAUSE

SECTION 1. This Agreement is not intended to and shall not be construed to permit acts which violate any valid Federal or State law.

SECTION 2. If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to. In the event that the parties are unable to negotiate a replacement, the matter shall be resolved through the provisions of Article 4.

ARTICLE 16
SHIFTS AND HOURS OF WORK

SECTION 1. SINGLE SHIFT OPERATION

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

(b) A single shift operation shall be restricted to the hours between 6:00 am and 6:00 p.m. and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, or a holiday, Monday through Friday, then Saturday may, by mutual agreement, be worked as a voluntary make-up day at the straight time rate, except no make-up days shall be allowed in a week where the holiday falls on a Friday. Such shift for the Cement Masons will be the established shift for the jobsite unless altered by mutual agreement.

(c) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, or a holiday, then Friday may, by mutual agreement, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

(d) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.

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

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

SECTION 2. MULTIPLE SHIFT OPERATION

There will be no shift operation on slab work unless by mutual agreement. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

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

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

(b) Three Shift Operation. On a three shift operation, the following shall apply:

First Shift - The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 6:00 am and 6:00 p.m..

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

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

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

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

ARTICLE 17
OVERTIME

Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays, except for make up days, shall be paid at time and one-half the straight time rate. All work performed on Sundays and Holidays shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to Cement Masons.

ARTICLE 18
REPORTING AND MINIMUM HOURS PAY

SECTION 1. Men reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate unless notified not to report at the end of previous shift or two (2) hours prior to the start of a shift. It is understood that it shall be the responsibility of the Employer to secure from each new employee a telephone number by which he can be contacted.

If the employee does not, at the Employer's request, furnish a telephone number or fails to inform the Employer of any change of number at which he may be reached, then the Employer shall be relieved of any responsibility of notification and shall not have to pay show-up time.

Reporting pay on overtime days shall be a minimum of two (2) hours at the overtime rate.

SECTION 2. When the shift is started, half shift shall be allowed; if second half is started then a whole shift shall be allowed; unless an employee leaves of his own volition or is discharged for cause, in which event he shall be paid for actual time worked.

SECTION 3. Employees called to work and who are put to work on Saturdays, Sundays or holidays shall receive a minimum of four (4) hours at the applicable overtime rate. Where such overtime exceeds four (4) hours the overtime work performed shall be paid for in one-half (1/2) hour periods, and fractional parts of such period shall count as one-half (1/2) hour.

SECTION 4. When a shift is suspended due to inclement weather, after the two (2) hour minimum, employees shall be paid for actual time worked.

SECTION 5. When an employee is "called out" to work without at least eight (8) hours time off since his previous established shift, exclusive of overtime, all such "call out" time shall be paid at the overtime rate until he shall have the eight (8) hours rest period.

SECTION 6. Start of Pour. The Cement Mason crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

SECTION 7. A workman reporting late on a job shall be paid only from the time that he actually reports to the job provided sufficient notification time or dispatch time has been allowed.

ARTICLE 19
WORKING RULES

SECTION 1. NUMBER OF EMPLOYEES REQUIRED

(a) Whenever the Employer calls the Union for men, he shall give as much information as possible concerning the work to be performed and the Business Representative shall be responsible to secure this information from the Employer so that qualified men may be furnished and good labor relations be assured.

(b) The Employer or his Cement Mason foreman shall determine the number of men required on any operation after consultation with the Cement Mason foreman. Should a disagreement arise with Cement Masons in determining the number of men required, the Employer's determination shall be final.

(c) The Employer superintendent, or his Cement Mason foreman shall have the authority to lay off Cement Masons at his discretion as the final finishing process diminishes or to discharge any Cement Mason whom he feels unqualified or who is incapable of working due to physical condition.

SECTION 2. FOREMEN

(a) The Employer has the right of choosing his foreman who must be a qualified, experienced Cement Mason.

(b) Where there are three (3) or more Cement Masons employed on the job, one shall be paid foreman's rate as specified in Schedule "A."

(c) When the foreman has six (6) or more men under his supervision, he may not be required to use any tools other than those necessary in laying out work and for the establishing of lines and grades.

(d) The Cement Mason foreman shall be in charge of all work falling within the jurisdiction of the Cement Masons. If a Cement Mason refuses to follow instructions of his foreman in performing such work which comes within jurisdiction of the Union or leaves the job without permission of the foreman, the employee shall be deemed to be terminated and shall be entitled to pay only for the actual time worked on that shift. The Cement Mason foreman shall accept orders from the Employer or his representative.

(e) Foremen may be permitted to operate a machine in an emergency at his regular rate of pay when no other member of the crew is so qualified.

SECTION 3. TOOLS

(a) The employee shall furnish all standard hand tools as follows:

1. boots
2. wooden hand float
3. rubber gloves
4. one 16 inch or 18 inch trowel
5. one 12 inch or 14 inch trowel
6. one margin trowel
7. one edger $\frac{1}{2}$ inch radius and one edger $\frac{3}{4}$ inch radius
8. set of step tools
9. one jointer
10. one havaila hand float
11. small hand brush
12. knee pads
13. claw hammer
14. saw
15. nail apron
16. mason hammer

(b) The employer shall furnish the following:

1. buckets
2. rubber floats
3. sacking brushes

All tools and equipment shall be left clean and free of residue at the finish of the day's work.

SECTION 4. MACHINES

When the specifications stipulate a brush, smooth troweled or a machine finished surface on floor slabs where a floating machine or troweling machine will be used, such surfaces shall be hand floated ahead of the machine and hand troweled after the machine.

SECTION 5. COMPLETING SHIFT

A journeyman Cement Mason or his apprentice shall complete the shift on work which comes under the jurisdiction of Cement Masons regardless of the type of work on which he started the shift.

SECTION 6. GENERAL

(a) There will be no discrimination against any Cement Mason because of past or present Union activities, but no Cement Mason other than the designated representatives shall carry on Union activities during working hours and he shall use only reasonable time. The Union shall notify the Employer of the designated job representative on the dispatch slip or by other means prior to the time work commences.

(b) All work must be performed and left in a workmanlike manner.

(c) If concrete has any admixture, the Cement Mason foreman shall be advised as to type and amount.

(d) The Employer shall bear the responsibility and be the sole authority as to quality of any finished work.

SECTION 7. If Cement Masons #528 furnishes workmen to any Employer at more favorable conditions than those set forth in this Agreement, the Union shall immediately make available to Employers signatory to this Agreement such more favorable conditions.

ARTICLE 20
SPECIAL CONDITIONS

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

ARTICLE 21
PRE-DETERMINED WAGE RATE PROJECTS

SECTION 1. In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A-276A7 as

amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works-Washington State, Prevailing Wage on Public Works, the published hourly wage rate set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage rate for the duration of a project to exceed twenty-four (24) months.

SECTION 2. In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

SECTION 3. The Employer may when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

ARTICLE 22 **SUBSTANCE ABUSE POLICY**

SECTION 1. Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and to protect the reputation of Labor and Management and the employees.

SECTION 2. Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A testing program pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

SECTION 3. An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but it is not a part of this agreement and modifications to the Substance Abuse Program, by mutual agreement of the an Employer and the Union, will not constitute a change to this agreement. Mutual agreement will not be unreasonably withheld.

SECTION 4. Any grievance related to any Employer's substance abuse program shall be resolved through Article 4, Grievance Procedure, of this Agreement.

ARTICLE 23
LIGHT DUTY RETURN TO WORK

It is agreed that the Employer may return an injured member to light duty status when allowed by the member's doctor. When such light duty work is available, light duty functions may not be work of another craft or work under classifications covered by the Master Cement Masons Agreement and Schedule "A" classifications. At no time will the member's total earnings be less than his/her full time loss compensation under industrial insurance. Further, the member will be provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration. Should the member on light duty have to be laid off, due to no work available, the employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self-insured employers), provided they are still medically eligible.

SCHEDULE "A"
CLASSIFICATIONS AND WAGE SCALES

SECTION 1. The classification of employment and minimum wage scales shall be set forth in this Agreement. When a Cement Mason is temporarily required to perform work of another classification within the craft for one hour or more, the Cement Mason shall be paid at the higher rate for the entire shift.

SECTION 2. The minimum wage rates in the schedule below shall become effective as shown in the schedule.

Wages					
Group	<u>Effective Date</u>				
	June 1, 2007	June 1, 2008*	June 1, 2009*	June 1, 2010*	June 1, 2011**
I	\$32.69	\$34.68	+ \$2.34	OPEN	OPEN
II	\$33.19	\$35.18	+ \$2.34	OPEN	OPEN
III	\$34.19	\$36.18	+ \$2.34	OPEN	OPEN

*The wage fringe allocation will be determined sixty (60) days prior to the anniversary date of the agreement.

**The wage and fringes for the final two years of this agreement will be determined prior to June 1, 2010, as provided in Article 1, Section 4 of this agreement.

DEDUCTIONS FROM WAGES					
(These deductions are included in wages)					
Group	<u>Effective Date</u>				
	June 1, 2007	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011
Vacation	\$2.00	\$2.00	TBD	TBD	TBD
Union Programs	\$0.45	\$0.45	TBD	TBD	TBD
Rebound	\$0.05	\$0.05	TBD	TBD	TBD
Union Dues Check-off	\$1.34	\$1.41	TBD	TBD	TBD
Building Fund	\$0.05	\$0.10	TBD	TBD	TBD

FRINGE BENEFITS					
	<u>Effective Date</u>				
	June 1, 2007	June 1, 2008	June 1, 2009	June 1, 2010	June 1, 2011
Health & Security	\$5.53	\$5.53	TBD	TBD	TBD
Pension	\$5.76	\$6.00	TBD	TBD	TBD
Apprenticeship	\$0.60	\$0.60	TBD	TBD	TBD
WCISAP	\$0.06	\$0.06	TBD	TBD	TBD

FRINGE BENEFIT OPTION: If any additional sums are necessary for the fringe benefit plans, by mutual agreement such sums may be deducted from wage at any anniversary date of the Agreement, with 60 days prior notice.

CLASSIFICATIONS	
Foreman and General Foreman	See Section 3
Group I	Cement Mason Building General Concrete Paving Curb & Gutter, Sidewalks Patching Concrete Spackling or Skim Coating Concrete Application of Sealing Compound Curing all Concrete Grouting of all Plates Grouting of Tiltup Panels
Group II	Application of Underlayment Troweling Machine Operator Curb & Gutter Machine Screed & Rodding Machine Green Concrete Saw (self-powered) Pneumatic Power Tools Floor Grinder Power Chipping & Bushing Sand Blasting Architectural Finish Application of all Composition Mastic Application of all Epoxy Material Application of all Plastic Material Finish Colored Concrete Hand Powered Grinder Gunite Nozzleman Tunnel Workers
Group III	Troweling Machine Operator on colored Slabs, Composition or Kalman floors

SECTION 3. Foremen shall receive \$3.00 over highest paid Cement Mason classification supervised. General Foreman shall receive \$2.00 over Foreman scale.

SECTION 4. Craft jurisdiction is neither determined nor awarded by classification appearing in any AGC labor agreement.

SECTION 5. A Cement Mason or Apprentice working on a swinging suspended scaffold over twenty-five (25) feet shall be paid at \$.50 above his classification. (The deck of the scaffold platform shall be the measuring point.) The Cement Mason or Apprentice will be paid at the above rates for the entire shift.

SECTION 6. Apprentices shall receive 100% of the premium pay. Apprentice rates will be as follows:

- 1st 6 months - 50% of journeyman rate
- 2nd 6 months - 60% of journeyman rate
- 3rd 6 months - 70% of journeyman rate
- 4th 6 months - 80% of journeyman rate
- 5th 6 months - 90% of journeyman rate
- 6th 6 months - 95% of journeyman rate

SECTION 7. When four (4) Cement Masons are on the job, it shall be mandatory that an apprentice be used.

SECTION 8. There shall be a joint apprenticeship committee composed of equal members from the Union and from the Employers party to this Agreement who shall govern the apprenticeship program. No Cement Mason shall be worked or paid as an apprentice unless properly registered under the approved apprenticeship program established by this committee.

SCHEDULE "B" **FRINGE BENEFITS**

SECTION 1. Each Employer shall make the payments to trust as fund payments as outlined in Schedule A, Section 2.

SECTION 2. UNION DUES CHECK-OFF: Upon written authorization from the individual employee, the Employer agrees to deduct Union dues from the net pay, after taxes, and remit each month to the fringe benefit administrator, in accordance with applicable law. The written authorization given by the employee shall be irrevocable for a period of one year or until the termination date of the applicable collective bargaining agreement, whichever occurs sooner. The fringe benefit administrator shall be the depository for the individual dues deduction authorization forms. The Employer shall remit the authorized Union dues deductions on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof, including any costs incurred by the administrator for acting as authorization depository, will be paid by the Union to the fringe benefit administrator.

After such funds have been deducted, they shall be held in trust for the benefit of the Union pending remittance to the Union.

SECTION 3. The trust funds referred to in this Article shall be administered by joint labor management boards of trustees. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such fund. The Employer designates the lawfully appointed Employer Trustees of the funds and their successor as his representative on the funds.

SECTION 4. Payments required by this Article shall be due (i.e., postmarked or received) on the 15th calendar day of the month next following the month in which the hours were worked. Payments and completed report form shall be sent to Welfare & Pension Administration Services, Inc. (Administrator). It shall be the Employer's responsibility to obtain reporting forms. If, in the opinion of a CPA. hired by the Union or the Trustees of a Fund, the Employer has failed to maintain accurate time records it shall be conclusively presumed that each Cement Mason who performed any Cement Mason's work in a given week worked forty (40) hours in that week.

SECTION 5. In the event an Employer fails to make any of the contributions, remittances, or wages as required by this contract, such Employer shall be required to pay in addition to the principal sum due, liquidated damages in the amount of \$25.00 for each month's delinquency or 12% of the amount due, whichever is greater, and shall also be liable for reasonable attorney's fees and the costs of collection. Liquidated damages in the event of a trust delinquency will be divided as follows: 40% to Health and Welfare; 40% to Pension and 20% to Apprenticeship. In the event suit is initiated, it is agreed that such suit shall be filed in a court of competent jurisdiction (either state or federal) located in King County, Washington.

SECTION 6. The Trustees shall have the authority to appoint a CPA who shall have the right to enter upon the Employer's premises at reasonable times, during normal business hours, and inspect and copy business records and other duties relevant to his function as ordered by the Trust. Such records as required by the CPA to perform his duties (i.e., insuring compliance with this Agreement) will be provided by the Employer.

SECTION 7. It shall be the duty and right of the Trustees of the Trusts to audit each Employer party to this Agreement once each three years. The net cost of any such audit shall be borne pro rata by the Trusts.

SECTION 8. If an Employer audit conducted under the authority granted by this Agreement reveals an underpayment of either wages or fringe benefits, the Employer shall be required to pay the entire costs of the audit and liquidated damages due; unless, if in the opinion of the CPA the errors are due to inadvertent mathematical mistakes; and providing, however, the Employer has in the opinion of the auditor a satisfactory bookkeeping system or accounting firm.

SECTION 9. The Trustees of each of the Trusts shall be obligated to accept contributions from any Employer who is party to an Agreement with the Union. The term Employer as used in this Section includes governmental and quasi-governmental entities. The provisions of this Article shall control in the event of any apparent or actual conflict between this Article and the terms of a Trust agreement or policy of a Board of Trustees.

SECTION 10. Employers shall be obligated to file a remittance report once each month regardless of whether or not the Employer actually employs any Cement Masons. In the event the Employer fails to file the required report and, as a consequence of such failure to file, the trust initiates legal proceedings against the Employer, then in that event, the Employer shall be obligated to pay to the trust reasonable attorney's fees and expenses incurred.

SCHEDULE "C"
TRAVEL CONDITIONS

SECTION 1. The payment for transportation reimbursement shall be governed by the following provisions:

The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. The Employers are accordingly agreeable to pay transportation allowances as an adjustment for out of pocket expenses so long as such allowances are not construed as any form of compensation for employment. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of employer/employee does not commence until the hourly wages commence.

SECTION 2. Daily travel remuneration shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities: Seattle, Tacoma, Everett, or the employee's residence.

Effective 6/1/97

0 - 35 radius miles	Free
35 - 45 radius miles	\$ 7.00
45 - 55 radius miles	\$10.00
55 - 70 radius miles	\$19.00

SECTION 3. Subsistence: When Cement Masons are required to travel seventy (70) miles or over, they will receive \$55.00 per day subsistence pay. On subsistence jobs, the employee shall be paid from the point of referral to the jobsite and return at the beginning and ending of the job at the regular travel expense rate plus \$.25 a mile for each mile over 70 radius miles.

SECTION 4. When an Employer requests a Cement Mason to leave the jurisdictional area covered by this Agreement, he shall receive travel time at straight time rates with a maximum of eight (8) hours in any twenty-four (24) hours plus fare to and from the job once during the life of the job provided that the workman actually is required to travel. When not practical to commute daily, he shall receive actual reasonable subsistence unless Section 6 applies. Men requisitioned and reporting to jobs before the jobs are ready shall be paid the regular scale of wages until the job starts or shall receive applicable return travel expense.

SECTION 5. Toll and Ferry Fares. All necessary or other forms of water transportation are to be reimbursed by the Employer in the following instances and manner:

(a) Employees will be reimbursed at the passenger's fare, or passenger's car fare when substantiated by receipts.

(b) When employees elect to live at or near the project and forego daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event ferry charges shall be paid for each weekend travel as substantiated by receipts.

(c) When circumstances make it necessary that a toll bridge be utilized, the employees will be reimbursed accordingly.

SECTION 6. BOARD AND LODGING

When the Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp and board and lodging will not exceed \$15.00 per day to be paid by the employee. Any costs over \$15.00 per day will be absorbed by the Employer. The applicable travel shall apply on the first and last day of employment, with the exception that should the employee quit of his own volition prior to five (5) days employment, travel expense shall be allowed for the first day only. Jobs in remote areas where camp or board and lodging is not provided and housing is inadequate or cost for housing is prohibitive, the contractor will make every effort to arrange for housing at reasonable rates for his employees.

SECTION 7. REMOTE PROJECTS

On dam, hydroelectric, building projects and other remote engineering projects such as airports, refineries and radar or radio installations, but not limited thereto, where the contractor provides camp or board and lodging, remuneration for travel expense will be paid as set forth in this Appendix 2, plus required traveling time for the initial trip to the job and return. Payment of travel time and travel remuneration on the return trip will be paid off to all employees, including discharges and layoff; the only exception that shall apply will be as to those employees that remain on the job less than thirty (30) calendar days who voluntarily quit.

APPENDIX "A"
UNION RECOGNITION AND HIRING PROCEDURES

In order for the individual Employer to avail himself of a trained working force, and in order to secure an equitable distribution of employment among Cement Masons who are qualified and who maintain residence in the bargaining unit, the following shall prevail:

SECTION 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction pursuant to Section 9 of the Labor-Management Relations Act as amended.

SECTION 2. The recruitment of employees shall be the responsibility of the Union, and it shall maintain an office or offices for the convenience of the Employers and for job applicants. It shall maintain all records necessary to carrying out this hiring procedure. The Union shall

furnish qualified Cement Masons in all phases of work coming under the jurisdiction of the Union.

SECTION 3. The individual Employers will call upon the Union for referral of all qualified Cement Masons he may require to do work covered by the Agreement. When in need of journeymen or apprentice Cement Masons, the Employer shall notify the local Union office, either in writing or by telephone forty-eight (48) hours in advance, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of Cement Masons required.

SECTION 4. Realizing that employees working under this Agreement acquire certain rights through experience in the industry and acquire Health and Welfare benefits for themselves and their families, it is agreed that selection of applicants for referral will be on the following basis:

The Union shall maintain a list of applicants in the Union office or designated dispatch point, who are out of work and available for employment.

Registration and referral of applicants shall be on a non-discriminatory basis without regard to race, color, sex, creed, age or to membership or non-membership in the Union and shall be in accordance with the following plan. The Union shall register all applicants for employment on the basis of the groups listed below. Each applicant shall be registered in the highest priority group for which he is qualified. The reference to "this Agreement" which appears below include predecessor agreements.

GROUP A

Cement Masons who have been employed by an Employer or Employers party or parties to this Agreement who have worked for any such Employer or Employers for an aggregate time of at least 750 hours during the period of one (1) year immediately preceding registration date.

GROUP B

Cement Masons who have been employed by an Employer or Employers party or parties to this Agreement who have worked for such Employer or Employers for an aggregate time of less than 750 hours during the period of one (1) year immediately preceding registration date, or journeyman Cement Masons when they can show proof of three (3) years within the immediate previous five (5) years experience in building and construction of cement finishing work.

Each applicant for employment shall be required to furnish such date, records, names of Employers and length of employment licenses as may be deemed necessary, and each applicant shall complete such forms or registration as may be submitted to him. An applicant for employment shall also list any special skills he may possess.

GROUP C

All other applicants for employment who are physically fit for work in the construction industry.

SECTION 5. The Union shall make up and prepare the roster for preference of rehire by grouping all applicants who come within the above classifications and shall utilize the Cement Masons Health & Security records in establishing these accrued rights based on length of employment. A separate list will be maintained for apprentice Cement Masons, with applicants being referred on the same basis as those for Cement Mason journeymen. All applicants shall register during normal working hours. No registration will be deemed current unless the applicant has registered within the last nine (9) days. The Union will keep a current dated list of unemployed workmen and will remove the names of workmen who become employed and add to the bottom of the list the names of workmen who report to the Union that they are unemployed.

SECTION 6. Applicants shall be referred from Group A in successive order as their names appear on the out-of-work list, and, when Group A is exhausted, then, applicants from Group B in successive order as their names appear on the out-of-work list, and when Group B is exhausted, then, applicants from Group C in successive order as their names appear on the out-of-work list.

SECTION 7. The referral procedure as contained herein shall be followed except:

(a) When the individual Employer has placed an order for men requiring special skills or of special classifications, applicants possessing the qualifications of the job will be referred in the order in which their names appear on Groups A, B, or C of the out-of-work list.

(b) The Employer may call by name any of the local area workmen who have within the last two (2) years been employed by him. The Union office will honor such request without regard to the requested man's place on the out-of-work list, provided such workmen are not employed elsewhere.

Where Employers engage in a joint venture, men employed by the member company of the joint venture may be transferred to the job or called for by name if the requirements of above have been met by said member company of the joint venture within the territory covered by this Agreement.

If this provision is used by Cement Mason workmen and/or Employers to circumvent the intent of this Agreement, the Union may refer such case to the joint hiring committee for adjudication.

(c) Requests by Employers for any Cement Mason to act as supervisor or foreman shall be honored without regard to the requested Cement Mason's place on the out-of-work list.

(d) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules,

regulation, constitutional provisions, or any other aspect of or obligation of Union membership, policies, or requirements.

(e) Any Cement Mason registered on the out-of-work list and who refuses to accept a dispatch to any Employer shall be denied the right of immediate dispatch and his name shall be placed at the bottom of the registration list.

(f) The Employer retains the right to reject any job applicant, but the Employer shall not discriminate against any applicant or employee for membership or non-membership in the Union, or because of race, color, sex, creed, age or handicap as those terms are defined by law.

(g) When a registrant does not report to a job after being dispatched (and similar problems), or has been laid off as unsatisfactory by three (3) Employers or has been discharged for cause by at least three (3) Employers within a twelve (12) month period, he may be denied further use of the hiring hall provided the Employers have furnished the local Union reasons for such layoffs or discharges.

(h) Whenever an employee is discharged without notice to the Union of the reason for discharge, he may be considered eligible for rehire unless this reason is confirmed in writing.

(i) When the individual Employer has placed a verbal or written order for referral of qualified Cement Masons from the local Union and should a shortage of applicants exist and they cannot be supplied by the local Union within forty-eight (48) hours from time workmen ordered are required to report to the job (Saturdays, Sundays and Holidays excluded), the Employer may then seek qualified Cement Masons from sources other than the local Union. The Employer shall notify the Union giving the name, address and classification of such workmen hired within five (5) days of the date of employment.

SECTION 8. The Employers and the Union shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the referral, registration, and hiring provisions of this Agreement.

SECTION 9. These referral and hiring provisions have been entered into in order to comply with the National Labor Relations Act as amended and all the parties concerned shall cooperate with each other to comply with the requirements of the Act.

IN WITNESS WHEREOF, this Agreement has been executed by the Western Washington Cement Masons, Local 528 and the AGC of Washington, a Chapter of the Associated General Contractors of America, Inc., on behalf of certain individual members who have authorized the Chapter to execute the agreement on their behalf.

FOR THE EMPLOYERS:

FOR CEMENT MASON'S LOCAL 528

Doug Peterson
AGC of Washington

John Kearns
Cement Masons, Local 528

Date

Date

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