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2024 – 2028 AGREEMENT
between

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON
and

WESTERN WASHINGTON
CEMENT MASONS LOCAL 528

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ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

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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 2.

ARTICLE 1
EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement shall be effective commencing June 1, 2024 and shall continue in force and effect through May 31, 2028. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement, or terminated.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" no later than sixty (60) nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is no way intended by the parties as a termination of, nor shall it in anyway 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 between the Union and Employer, 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.

ARTICLE 2
SCOPE OF AGREEMENT

SECTION 1. This Agreement shall cover all construction work in the following counties in the State of Washington: Clallam, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom. The eastern boundary shall be a straight north and south line passing one (1) mile west of Easton. If, during the term of this

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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 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 their 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 their employees.

SECTION 3. Any reference to "mutual agreement" is defined to mean an agreement between the Union and the Employer.

SECTION 4. The Union retains the right upon mutual agreement between the Union and Employer to document Local 528 members work practices and processes.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. Except as otherwise expressly 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 the 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.

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SECTION 2. In the event a dispute arises on the job, the following procedure will be followed to address the dispute: If the employer fails at any time to comply within the time limits provided in any step herein, they will automatically progress onto the next step in the grievance procedure. The deadlines in this article shall prevail unless they are extended by mutual agreement between the Union and Employer.

A. Step One: Representatives of the Union shall attempt to settle the dispute by contacting in writing the Employer involved. The Employer shall respond in writing within fifteen (15) working days of such written notice. In the event a dispute is not resolved, the matter shall proceed to Step Two.
B. Step Two: Board of Conciliation – The dispute shall be referred to a Board of Conciliation within fifteen (15) working days. This Board shall consist of three (3) people who have no direct involvement in the dispute, one (1) appointed by each party and a third person mutually agreed to by both parties. If these three (3) people cannot affect a settlement within seven (7) working days after the dispute has been referred to them, the matter shall proceed to Step Three, within fifteen (15) working days.

C. Step Three: Mediation – By mutual agreement between the Union and Employer, the matter may be referred to mediation. The parties shall request a mediator from the Federal Mediation and Conciliation Service or other acceptable service. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. Should mediation be waived or the parties fail to reach agreement, the matter shall proceed to Step Four, within fifteen (15) working days.

D. Step Four: Arbitration – The parties shall request a list of seven (7) names from the Federal Mediation and Conciliation Service or other acceptable service and shall alternately strike six (6) names from the list. The remaining name shall serve as the arbitrator to resolve the grievance. If the arbitrator is not available to hear the case within twenty (20) working days, the parties will contact the other arbitrators from the list. The arbitrator is authorized to hear and determine all disputes referred to them pursuant to this Article and their decisions shall be final and binding and shall be reduced to writing with a copy furnished to each party. The losing party is responsible for the fees of the arbitrator.

SECTION 3. 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.

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,

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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 their 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 (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 (1), 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, nor otherwise transfer, in whole or in part, any jobsite 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.

Jobsite 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

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of the terms of the 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, Martin Luther King Jr. Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, the 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
MEAL PERIODS AND SICK LEAVE

SECTION 1. MEAL PERIOD

A. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (½) hour break for lunch. This lunch period shall not begin earlier than three and one-half (3½) hours after the start of the shift. If they are required to work past five (5) hours, one-half (½) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat their lunch. If not allowed to eat their lunch, employees will be paid and additional one-half (½) hour of overtime.

B. Employees required to work more than two (2) hours after the end of the shift shall be allowed at least one-half (½) 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. If not given the one-half (½) hour meal period, one half (½) hour at the applicable overtime rate shall be added to the hours worked.

C. Employees required to work more than five (5) hours after the end of the regular shift shall be allowed at least one-half (½) 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. If not given the on-half (½) hour meal period, one-half (½) hour at the applicable overtime rate shall be added to the hours worked.

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D. In the event that the Employer establishes a ten (10) hour day, the first lunch period shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

E. In the event of a delay/missed meal as noted above, the applicable overtime rate shall apply.

SECTION 2. SICK LEAVE

The parties to this agreement hereby expressly waive the provisions of any ordinance requiring paid sick leave, and any other similar ordinances adopted by the provisions of any state, city, or county ordinance, rule, or regulation.

The Parties have negotiated in good faith a comprehensive sick leave program that meets or exceeds the minimum standards required by Washington's Paid Sick Leave Law, RCW 49.46.200 through 49.46.830, and is attached as a Memorandum of Understanding ("MOU"). The compensation element of the sick leave program has been negotiated into the compensation package that is set forth in this Agreement and provides payment of leave at the normal hourly compensation before usage as allowed by RCW 49.46.180. The Employer agrees to contribute an amount equal to 2.5% of the employee's normal hourly wage rate for each hour worked when covered by this Agreement to the PTO fund.

The purpose of the PTO fund is to provide employees with paid time off. Employees are authorized to use paid sick leave for the reasons provided in RCW 49.46.210, as amended. The employee shall be allowed to use sick leave for which the employee has received compensation, in accordance with State law, as set forth in the MOU.

ARTICLE 10
TERMINATION AND PAYDAY

SECTION 1. Employees 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 payday falls on a Holiday, the employees shall be paid on the last regular work day before the Holiday.

An employee's paycheck 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 excluded). 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 no later than the next regular pay period.

SECTION 5. If the payment is not made expressly as provided in this Article, then the employee shall be paid two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) period (Saturday, Sunday and holidays excepted) thereafter until payment is made. In the case of payment by mail, the

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postmark on the envelope will serve as the cutoff date for any penalty. Employees must notify the Union within three (3) working days after the payday, layoff or discharge to be eligible for penalty pay. Payment made that is declared "NSF" shall be subject to all provisions of this section. Notification regarding an NSF payment must be submitted to the Union within three (3) working days after receipt of NSF notification. Penalty pay shall be established from date of discharge. The employee shall be paid all fees associated with the NSF in addition to two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) hour period (Saturday, Sunday and holidays excepted) thereafter until payment is made. In the case of payment by mail, the postmark on the envelope will serve as the cutoff dated for any penalty.

SECTION 6. No adjustment of disputed pay will be made unless the employee 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.

SECTION 7. Should the Employer make any changes to an employee's hours, the Employer must notify the employee. Should the employer fail to comply, the union may request future 24 hour joint notifications.

SECTION 8. An Individual Employer may pay Employees utilizing direct deposit, as provided under Washington law.

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 either military 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 (2) International Representatives and they shall confer with the affected Employer for settlement. Pending such settlement, the craft performing the work at the time the dispute 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. No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature, and the contractor's assignments shall be adhered to until the dispute is resolved.

SECTION 4. Mutually Agreed to Work Assignments: The employer agrees to assign any procedure, method or technique used to procure a finish to concrete to be performed by members of the Cement Masons Union.

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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 employees 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, urinals, hand sanitizer and/or hand-washing station(s). Fresh drinking water will be available to the employees. The Employer 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 renegotiate 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 between the Union and Employer. 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
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 through Friday.

B. A single shift for the Cement Masons will be the established shift for the jobsite and shall be between the hours of 5:00 a.m. and 6:00 p.m. and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the entire job is down due to weather conditions Monday through Friday, then Saturday may, by mutual agreement between the Union and Employer, be worked as a voluntary make-up day at the straight time rate. Such shift for the Cement Masons will be the established shift for the jobsite unless altered by mutual agreement between the Union and Employer.

C. Four (4) ten (10) hour shifts at the straight time rate may be established either Monday through Thursday or Tuesday through Friday. If, through no fault of an employee, an employee works less than 4–10's for the first week of employment, the 4-10's shift does not apply. In the event the

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entire job is down due to weather conditions, then Friday (when working Monday through Thursday) or Saturday (when working Tuesday through Friday) may, by mutual agreement between the Union and Employer, be worked as a voluntary make-up day at the option of the Employer. 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 voluntary make-up day, provided they inform the Employer they will not be working.

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 between the Union and Employer shall be received.

F. Special Shifts: 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 between the Union and Employer. 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 or ten (10) hours work for ten (10) hours pay for four (4)-ten (10) hour shifts worked in accordance with paragraph (c) of this Section.

G. Holiday Week: In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four week days of the week may be worked as four (4) ten (10) hour shifts. In the event the entire job is down due to weather conditions, then Saturday, with mutual agreement between the Union and Employer, may be worked as a voluntary make-up day at the straight time rate.

SECTION 2. MULTIPLE-SHIFT OPERATION

There will be no shift operation on slab work unless by mutual agreement between the Union and Employer. 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 between the Union and Employer. This section does not apply to a Mat/Initial Foundation Pour (See Article 18, Section 6).

B. Three-Shift Operation. On a three-shift operation, the following shall apply:

1. 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 5:00 a.m. and 6:00 p.m.

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2. Second-Shift – The second-shift shall be seven and one-half (7½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours at the straight time hourly wage rate.

3. 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) hours at the straight time hourly wage rate.

C. Multiple-shift (a two or three-shift) operation will not be utilized 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

SECTION 1.

(1) Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(2) On a four ten (10) hour shift, Monday through Thursday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(3) On a four ten (10) hour shift, Monday through Thursday, on Friday (except when worked as a make-up day), the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. Additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 2. Saturday, the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. All additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 3. All work performed on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

SECTION 4. The Employer shall have the sole discretion to assign overtime work to employees.

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ARTICLE 18
REPORTING AND MINIMUM HOURS PAY

SECTION 1. Employees 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 the previous shift or two (2) hours prior to the start of a shift. The following methods may be used to notify employees not to report:

A. Telephone Call: It is understood that it shall be the responsibility of the Employer to secure from each employee a contact telephone number. 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 they may be reached, then the Employer shall be relieved of any responsibility of notification and shall not have to pay show-up time.

B. Telephone Recording: Notification may be given via a call-in telephone recording provided by the Employer. The recording shall be available at least two (2) hours prior to the start of the shift. It shall be the employees responsibility to call in if such a recording is provided.

C. Text message: Notification may be given via a text message provided by the Employer. The text message shall be sent at least two (2) hours prior to the start of the shift. It shall be the employee's responsibility to call in or reply if such a message is provided.

The Employer will select one or more of the above methods for notifying employees of inclement weather conditions and alert employees in advance of the method(s) to be used.

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

SECTION 2. Mandatory Rates of Pay (2-4-8): Employees reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate. Employees who have started any work shall receive four (4) hours pay at the regular straight time rate. Employees who work more than four (4) hours, shall receive eight (8) hours pay at regular straight time rate, regardless of job site conditions unless employee leaves of their own volition or is discharged for cause, in which event they 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 (½) hour periods, and fractional parts of such period shall count as one-half (½) 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 their previous established shift, all such "call out" time shall be paid at the overtime rate until they 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.

A. Mat/Initial Foundation Pour: It is understood and agreed that this section applies only to Mat/Initial Foundation pours with established multiple shift applications.

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When the schedule topping off/final crew starts their shift, the Cement Masons start their shift. This section does not apply to specially-created shift operations applicable only to Cement Masons.

SECTION 7. An employee reporting late on a job shall be paid only from the time that they actually report to the job provided sufficient notification time or dispatch time has been allowed.

SECTION. 8 Employees that are dispatched for work shall fill out employment paperwork on the Employer's time. Employees who have difficulty with digital applications and/or digital timecards will be provided paper copies or given assistance by the employer.

ARTICLE 19
WORKING RULES

SECTION 1. NUMBER OF EMPLOYEES REQUIRED

A. Whenever the Employer calls the Union for employees, they 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 employees may be furnished and good labor relations be assured.

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

C. The Employer superintendent or their Cement Mason foreman shall have the authority to lay off Cement Masons at their discretion as the final finishing process diminishes or to discharge any Cement Mason whom they feel unqualified or who is incapable of working due to physical condition.

SECTION 2. FOREMEN

A. The Employer has the right of choosing their foreman who must be a qualified, experienced Journeyman Cement Mason.

B. Where there are three (3) or more Cement Masons employed on the job, one (1) shall be paid foreman's rate as specified in Schedule "A".

C. When the foreman has six (6) or more employees under their supervision, they 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 their 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 their representative.

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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. 16 inch or 18 inch trowel
5. 12 inch or 14 inch trowel
6. Margin trowel
7. Edger ½ inch radius and edger ¾ inch radius
8. Set of step stools
9. Jointer
10. Magnesium 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 all tools to complete the job that are not required by the employee.

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

SECTION 4. COMPLETING SHIFT

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

SECTION 5. 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 they 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.

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SECTION 6. If Cement Masons #528 furnishes employees 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 between the Union and Employer 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 by the Department of Labor, pursuant to the Davis-Bacon Act, 40 U.S.C. Section 3141 et. seq., and implementing regulations or by the Washington State Department of Labor and Industries pursuant to RCW (39.12) and implementing regulations, 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 the contractor is allowed to proceed. Upon request, the Employer will provide the Union with the date that they are allowed 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 between the Union and Employer 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 Department of Labor 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 any 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 the mutual consent of labor and management whose 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 is not a part of this agreement and modifications to the Substance Abuse Program, by mutual agreement of the Employer and the Union, will not constitute a change to this agreement. Mutual agreement will not be unreasonably withheld.

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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 employee to light duty status when allowed by the member's doctor. At no time will the employee's total earnings be less than their full time loss compensation under industrial insurance. Further, the employee will be provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration. Should the employee on light duty have to be laid off, due to no work available, the Employer will not adversely affect their 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 (1) 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	**EFFECTIVE DATE**			
	June 1, 2024	**June 1, 2025**	**June 1, 2026**	**June 1, 2027**
I	**$54.16+2.5% PTO**	**TBD**	**TBD**	**TBD***
II	**$54.66+2.5% PTO**	**TBD**	**TBD**	**TBD***

*$2.75 plus CPI-U (Seattle-Tacoma) as of December 2026 capped at 3%

DEDUCTIONS FROM WAGES (These deductions are included in wages)				
GROUP	**EFFECTIVE DATE**			
	June 1, 2024	**June 1, 2025**	**June 1, 2026**	**June 1, 2027**
Vacation	**$2.00**	**TBD**	**TBD**	**TBD**
Union Programs	**$0.70**	**TBD**	**TBD**	**TBD**
Union Dues Check-off	**$2.30**	**TBD**	**TBD**	**TBD**
Building Fund	**$0.40**	**TBD**	**TBD**	**TBD**
International Training	**$0.07**	**TBD**	**TBD**	**TBD**
Internal Organizing Fund	**$0.10**	**TBD**	**TBD**	**TBD**
Local 528 Scholarship Fund	**$0.01**	**TBD**	**TBD**	**TBD**

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FRINGE BENEFITS				
	EFFECTIVE DATE			
	June 1, 2024	**June 1, 2025**	**June 1, 2026**	**June 1, 2027**
Health & Security	**$8.29**	**TBD**	**TBD**	**TBD**
Pension	**$7.98**	**TBD**	**TBD**	**TBD**
401K	**$4.00**	**TBD**	**TBD**	**TBD**
Apprenticeship	**$1.00**	**TBD**	**TBD**	**TBD**
WCISAP**	**$0.06**	**$0.06**	**$0.06**	**$0.06**
PTO/Paid Sick Leave*	**2.5% of normal hourly wage**	**2.5% of normal hourly wage**	**2.5% of normal hourly wage**	**2.5% of normal hourly wage**

Additional Taxed Item:
"PTO" (Paid Time Off/Sick Leave) is in addition to hourly wage and a separate line item on the check.
*PTO amounts are a fringe benefit and not to be compounded as overtime.

FRINGE BENEFIT OPTION: If any additional sums are necessary for the fringe benefit plans, by mutual agreement such sums may be deducted from wages, with sixty (60) days prior notice.

****Employer participation in the Washington Construction Industry Substance Abuse Program (WCISAP) is voluntary.**

CLASSIFICATIONS	
Foreman and General Foreman	See Section 3
Group I	Application of all Epoxy Material Cement Mason Building General Concrete Paving Curb & Gutter, Sidewalks Floor Grinder/ Polisher 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 Power Chipping & Bushing Sand Blasting Architectural Finish Application of all Composition Mastic Application of all Plastic Material Finish Colored Concrete Hand Powered Grinder Gunite Nozzleman

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	Tunnel Workers Troweling Machine Operator on colored Slabs, Composition or Kalman floors

SECTION 3. Foremen shall receive 10% over the Journeymen Group 1 wage. General Foreman shall receive 15% over Journeymen Group 1 wage.

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 $0.50 above their 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. Washington Cement Masons Apprenticeship Committee.
The sponsor may accelerate, by an evaluation process, the advancement of apprentices who demonstrate abilities and mastery of the occupation to the level for which they are qualified. When the apprentice is granted advanced standing, the sponsor must notify the Employer/training agent of the appropriate wage per the wage progression schedule specified in these Standards.

Note: Six (6) months period=nine hundred (900) hours; last twelve (12) month period = eighteen hundred (1800) hours.

Effective June 1, 2017

Step	Number of hours/months	Percentage of journey-level rate
1	0000 - 0900 hours / 0 – 6 months	60%
2	0901 – 1800 hours / 7 – 12 months	65%
3	1801 – 2700 hours / 13 – 18 months	70%
4	2701 – 3600 hours / 19 – 24 months	80%
5	3601 – 4500 hours / 25 – 30 months	90%
6	4501 – 5400 hours / 31 – 36 months	95%
7	5401 – 6400 hours / 37 – 48 months	95%

All classifications for premium wages shall be paid at 100% to those apprentices working in any one of those premium wage classifications.

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.

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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 (1) 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 successors as their representative on the funds.

SECTION 4. Payments required by this Article shall be due (i.e., postmarked or received) on the fifteenth (15^{th}) calendar day of the month next following the month in which the hours were worked. Payments and completed report forms 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 certified public accountant, 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 twenty-five dollars ($25.00) for each month's delinquency or twelve percent (12%) of the amount due, whichever is greater, and shall also be liable for reasonable attorney's fees and the costs of collection. 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 certified public accountant 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 their function as ordered by the Trust. Such records as required by the certified public account to perform their 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 Trust to audit each Employer party to this Agreement once every three (3) years. The net cost of any such audit shall be borne pro rata by the Trusts.

SECTION 8. If any 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

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of the audit and liquidated damages due; unless, if in the opinion of the certified public accountant, 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.

(a)Employees who qualify for travel pay shall be paid for days worked or part thereof and shall be paid full travel. Likewise, employees who qualify for show up time shall also qualify for full travel. When employees leave the job because of personal reasons, travel pay will be prorated.

(b)Parking Fee: If an employee is required to park their vehicle at a parking lot and is subsequently the same day required to remove his vehicle and park in another parking lot due to direction given by his Employer, the employee shall be entitled to reimbursement for said second parking upon presentation of signed parking lot ticket to Employer.

SECTION 2. Daily travel remuneration shall be paid on jobs located outside of the free zone computed from the City Hall of the following listed cities: Everett, Seattle, Tacoma or the employee's residence (whichever is closest to the job site).

Effective - Contract Renewal
0 to 35 radius miles Free
Greater than 35 to 45 radius miles $15.00
Greater than 45 to 55 radius miles $20.00
Greater than 55 to 70 radius miles $35.00
Greater than a 70-mile radius $65.00

SECTION 3. Subsistence: When Cement Masons are required to travel seventy (70) miles or over, they shall receive sixty-five dollars ($65.00) per day subsistence pay. On subsistence jobs, the employee

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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 $0.25 a mile for each mile over seventy (70) radius miles.

SECTION 4. When an Employer requests a Cement Mason to leave the jurisdictional area covered by this Agreement, they 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 employee actually is required to travel. When not practical to commute daily, they shall receive actual reasonable subsistence unless Section 6 applies. Employees 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. FERRY FARES.

All necessary ferry transportation is 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.

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 be compensated 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 their 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 Employer will make every effort to arrange for housing at reasonable rates for their 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 Employer provides camp, or board and lodging, remuneration for travel expense will be paid as set forth in this Schedule C, 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.

SECTION 8. Downtown Seattle Zone Pay (Effective January 3, 2022)

A The Downtown Seattle Zone is defined as the area West of I-5, East of Elliott Bay, South of Mercer Street and North of Royal Brougham. It also includes the area North of Yesler Way, West of Broadway, South of Pike St and East Pike St, and the section of I-5 North of Yesler Way and South of Pike St. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliott Bay.

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B When parking is not reimbursed or provided a premium of $1.00 per hour shall be paid for each hour worked on projects within this zone.

SECTION 9. Bellevue Zone Pay (Effective June 1, 2022)

A. The Bellevue Zone is defined as the area West I-405, East of 100th Avenue NE, North of Main Street, South of NE 12th street which includes a straight-line extension to a point that intersects with 100th Avenue NE.

B. When parking is not reimbursed or provided a premium of $1.00 per hour shall be paid for each hour worked on projects within this zone.

APPENDIX "A"
UNION RECOGNITION AND HIRING PROCEDURES

In order for the individual Employer to avail themselves 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 they 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:

A. 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.

B. 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 they are qualified. The reference to "this Agreement" which appears below include predecessor agreements.

1. 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

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for an aggregate time of a least seven hundred and fifty (750) hours during the period of one (1) year immediately preceding registration date.

2. 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 seven hundred and fifty (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 them. An applicant for employment shall also list any special skills they may possess.

3. 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 workers and will remove the names of workers who become employed and add to the bottom of the list the names of workers 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 employees 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 employees who have within the last two (2) years been employed by him. The Union office will honor such request without regard to the requested employee's place on the out-of-work list, provided such employees are not employed elsewhere.

   Where Employers engage in a joint venture, employees 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.

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If this provision is used by Cement Mason employees 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 their 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, they may be denied further use of the hiring hall provided the Employers have furnished the local Union reasons for such layoffs or discharges, until such time as they demonstrate their fitness to return to the hiring hall list.

H. Whenever an employee is discharged without notice to the Union of the reason for discharge, they 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 workers ordered are required to report to the job (Saturdays, Sunday 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 workers 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 parties concerned shall cooperate with each other to comply with the requirements of the Act.

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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.

AGC OF WASHINGTON:

Signed by:
Garrett Condel
5A197F89A4A6497...

Garrett Condel
AGC of Washington

7/18/2024

Date

CEMENT MASON'S LOCAL 528

Signed by:
Eric Coffelt
3F5F36818B1340D...

Eric Coffelt
Cement Masons, Local 528

7/18/2024

Date