

Operative Plasterers and Cement Masons

International Association of the

United States and Canada

MASTER LABOR AGREEMENT

For the

STATE OF MONTANA

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AGREEMENT

This Agreement is made and entered into this first day of May, 2023 by and between the various Concrete and Plastering Contractors working in the State of Montana, individually and collectively, hereinafter called the EMPLOYER, and the Operative Plasterers and Cement Masons Local 72, hereinafter called the UNION.

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the EMPLOYER and the UNION shall be bound as follows:

ARTICLE I EFFECTIVE DATE AND DURATION

1. It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of May 1, 2023 and shall remain in full force and effect without change until April 30, 2026, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after April 30, 2024 or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, May 1st through April 30th of each year, by automatic renewal unless changed, superseded by a successor principal agreement which shall apply or terminate.
- 1.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire no later than sixty (60) days prior to April 30, 2026, or sixty (60) days prior to April 30th of any subsequent anniversary year thereafter.
- 1.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U.S. Post Office.
- 1.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement.
- 1.5 The undersigned Employer recognizes the Union as the exclusive majority representative of all the employees covered by this agreement pursuant to Section 9(a) of the Labor Management Relations Act. This majority status has been established by the fact either that (1) the Union has made an unequivocal request for recognition as the majority representative, based on the fact that the Union has shown the Employer evidentiary basis of its majority support of employees in the bargaining unit as described by this agreement, or (2) by virtue of a National Labor Relations Board Certification that the Union is a majority representative as described by this agreement.

ARTICLE II PURPOSE

2. The purposes of this Agreement are to establish the wages, hours and working rules in the heavy construction, highway construction, railroad construction and building construction industry in the State of Montana, and to adopt measures for the settlement of differences, without interruption by strikes, lockouts or other labor difficulties.
 - 2.1 The EMPLOYER agrees that the contractors to whom subcontracts are let shall be required to comply with all the requirements, conditions and intents of the Agreement and shall continue to do so throughout all parts of their subcontracted work. The subcontractor shall execute this Agreement including the applicable Supplemental Agreements.
 - 2.2 A pre-job conference shall be held whenever so requested by the UNION or EMPLOYER to discuss the EMPLOYER'S labor requirements, the type of work, and the duration of his project to arrange for the orderly placement of workmen on his project. This pre-job conference shall be held in the locality of the job site or at some other mutually agreeable location.
 - 2.3 Craft jurisdiction is neither determined nor awarded by classifications and/or scope of work appearing in this Labor Agreement. The work covered by this Agreement shall be outlined in the Constitution and By-Laws of the Operative Plasterers and Cement Masons International Association and approved by the AFL-CIO, National Building Trades AFL-CIO decisions of record, Green Book decisions, agreements between International Unions, local awards and area practice.

ARTICLE III UNION SECURITY

3. The UNION is recognized as the sole bargaining agent for the employees covered by this Agreement.
 - 3.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the UNION within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.
 - 3.2 In the event the UNION requests an EMPLOYER to dismiss and employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such request shall be forwarded to the office of the Company, and certified copy sent by mail to the individual involved.

- 3.3 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit to the law in Sections 1 and 2.
- 3.4 No employee shall be discharged or discriminated against for Union activity or for the representation of the UNION.

ARTICLE IV STRIKES & PICKET LINES

4. It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set for in Article XV (15).
- 4.1 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the UNION party to this Agreement.
- 4.2 As required by law, employees shall be furnished to the EMPLOYER during labor disputes with other construction crafts and the EMPLOYER will endeavor to work as long as economically possible during these periods.

ARTICLE V SCOPE OF AGREEMENT

5. This Agreement applies to work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement, as interpreted and applied in accordance with the National Labor Relations Act, as amended.

ARTICLE VI SUBCONTRACTING

6. The EMPLOYER agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, or repair of a building, structure, or other work unless the person, firm, corporation, or other business entity is signatory to this Agreement. The EMPLOYER agrees that members of the UNION will be employed by the EMPLOYER or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the UNION Agreement. In the event of any change in the present law, this clause will be renegotiated.

ARTICLE VII
HOURS OF WORK – SHIFTS – OVERTIME

7. 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 6:00a.m. and 6:00p.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, Monday through Friday, then Saturday may, at the option of the EMPLOYER, be worked as a voluntary make-up day at the straight time rate. Any make-up day must be scheduled for a minimum of eight (8) hours.
- (C) Four consecutive 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, then Friday may, at the option of the EMPLOYER, be worked as a voluntary make-up day. On ten (10) hour shift schedules, all hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate. Saturday shall not be utilized as a make-up day when a holiday falls on Friday.
- (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 shifts, 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 if agreed to by the UNION. 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.

7.1 Emergency Call Out:

In the event the employee has left the project and is called back to perform overtime work after his regular shift, or on Saturday, Sunday, or holidays, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate plus fringes and applicable travel and/or zone pay. All call-out work over four (4) hours shall be paid for actual time worked but at no time will an employee be required to work more than five (5) hours without an opportunity to eat lunch (lunch period provision to apply).

7.2 Multiple Shift Operation:

Shifts may be established when considered necessary by the EMPLOYER. Shift hours and rates will be as follows:

- (A) Two Shift Operations: 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. 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 operations, they shall not be changed except upon three (3) working days' written notice to the UNION.

- (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 6:00a.m. and 6:00p.m.

Second Shift: The second shift shall be seven and one-half (7 ½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for eight (8) hours at 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 eight (8) hours at the straight time hourly wage rate.

- (C) Multiple Shift (a two or three shift) Operations will not be construed to apply 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 the 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 "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 wage rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

7.3 General Provisions:

- (A) Call Out: When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a premium guarantee of two (2) hours pay.
- (B) Paving Operations: To take full advantage of weather conditions, starting time of operations for concrete paving will be at the option of the EMPLOYER. However, standby time will be considered as part of the regular operation and will be paid for at the regular rate.

- 7.4 Overtime: Work performed in excess of eight (8) hours per day, or ten (10) hours per day when four ten (10) hour shifts are established, or forty (40) hours per week, Monday through Friday or outside the normal shift, and all work on Saturday, except for make-up days, shall be paid at time and one-half (1 ½) the straight time wage 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 employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.
- 7.5 All incidental day work shall be paid at one and one-half (1 ½) times the straight time rate for all work performed in excess of eight (8) hours per day, if less than forty (40) consecutive hours or conditions beyond the control of the contractor (weather and equipment breakdown).
- 7.6 If in the event a Plasterer or Cement Mason does not receive an eight (8) hour break in between shifts that worker shall return at the overtime rate of the prior shift. Those workers shall remain at the overtime rate until such worker receives an eight (8) hour break in between shifts.

ARTICLE VIII LUNCH

8. Lunch will be approximately mid-shift. (See Article VII for shift definitions). Lunch will be no less than one-half (½) hour and no more than one (1) hour.
- 8.1 FIRST HALF SHIFT – LUNCH PERIOD: If an employee is not given at least thirty (30) minutes continuous time to eat in the first half of the shift, thirty (30) minutes at the overtime rate shall be added to the employee's hours worked.
- 8.2 SECOND HALF SHIFT – LUNCH PERIOD: All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, thirty (30) minutes at the overtime rate shall be added to the employee's hours worked, and he shall be entitled to a thirty (30) minute lunch break.

ARTICLE IX HOLIDAYS

9. Holidays recognized under this Agreement shall be as follows: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, and FRIDAY and SATURDAY following, and CHRISTMAS DAY. Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal

holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time wage rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed by mutual agreement of the UNION and the EMPLOYER.

ARTICLE X PAY DAY

10. Employees shall be paid in full on company time on the job site or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid on Thursday's shift, unless otherwise mutually agreed upon between the UNION and EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last work day of the job before the holiday. Regular employees not paid on the pay day as outlined above shall receive four (4) hours pay for each twenty-four (24) hour period thereafter until said check is received or deposit is made to the employee's financial institution account, Saturdays and Sundays not excluded.
- 10.1 When an employee voluntarily quits, or is terminated for cause, he shall be paid at the next regular pay day.
- 10.2 When employees are laid off or discharged, they shall be paid in full immediately or by check with full compensation for that day's shift, except in cases of incompetence. In the event that the employee is not paid immediately, or by check within twenty-four (24) hours, he shall receive eight (8) hours pay for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely, or the transaction date on the employee's financial institution account, will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded from the twenty-four (24) hour period for determining penalty. **Employees must notify the UNION within seventy-two (72) hours after the payday, layoff or discharge to be eligible for penalty pay.** Provisions of this Article shall not be subject to arbitration and the UNION may take such economic action necessary to enforce the provisions of this Article as to the payment of wages and fringe benefits contributions.
- 10.3 Payment shall be made by cash or check upon which there is no charge for exchanging or direct deposit. No adjustments in disputed pay will be made unless the employee makes a claim in writing to the local union representative and the employer within fifteen (15) days from the payday in question.

ARTICLE XI SHOW UP

11. When a workman starts a shift, he shall be paid for four (4) hours each working day at the appropriate zone pay plus fringes, except when it is necessary to discontinue work on a project, within two (2) hours after the start of a shift due to weather, in which case the workman shall receive two (2) hours pay at the appropriate zone pay plus fringes. Whenever a workman shows up for work on projects in Zones 1 or 2, and is prevented from working due to weather, he shall be paid for one (1) hour each day at the appropriate zone pay except when he has been notified at the EMPLOYER'S expense not to do so through posted notice at mutually agreed upon times and places not to exceed two (2) locations unless mutually agreed upon at the pre-job conference that more locations are necessary.

Whenever a workman shows up for work on projects in Zones 3 or 4, and is prevented from working due to weather, he shall be paid for two (2) hours each working day at the appropriate zone pay except when he has been notified at the EMPLOYER'S expense not to do so through posted notice at mutually agreed upon times and places not to exceed two (2) locations unless mutually agreed upon at the pre-job conference that more locations are necessary.

Whenever a workman shows up for work on projects in Zones 1, 2, or 3 and is prevented from working for reasons beyond the EMPLOYER'S control other than weather he shall be paid for two (2) hours each working day at the appropriate zone pay plus fringes.

The EMPLOYER will make every effort to post the notice(s) if weather will prevent work.

11.1 If the workman, after working for the first one-half ($\frac{1}{2}$) shift and starts the second one-half ($\frac{1}{2}$), he shall be paid at least eight (8) hours pay unless he is prevented from working due to weather.

11.2 It is understood that payment to a workman for any portion of any shift not worked is not compensation for work performed, but is merely reimbursement for the workman's inconvenience in reporting, and the workman shall not remain on the worksite unless instructed to the contrary.

11.3 Any workman reporting for work on his first day at the start of the shift on the time agreed upon after having been duly called for and dispatched by the hiring hall representative or his aide, and not put to work or working less than one (1) full shift, for reasons other than incompetence, shall receive one (1) full day's pay, except when it is agreed and understood that the job is less than one (1) shift. This clause shall not be construed to supersede the terms set forth above as it pertains to weather.

11.4 When workers are required to stand by because of temporary breakdown, shortage of material, temporary weather conditions or other causes beyond their control, no time shall be deducted nor quitting time or shift extended to make up for lost time.

ARTICLE XII

REPRESENTATIVES OF UNION

12. Representatives of the UNION shall be allowed admission to all job sites and areas of work where members of this UNION are employed. They shall first attempt to notify the EMPLOYER of their presence on the job site, and shall avoid substantial interference with the employee's work.
- 12.1 Each UNION may appoint a working employee as a steward on each job. The UNION shall immediately advise the individual EMPLOYER in writing when making such an appointment. The EMPLOYER shall immediately notify the UNION in the event of his termination. Stewards shall be given job security and shall not be discharged or laid off for performing duties as job steward in accordance with this Article. The job steward shall remain on the job or project as long as there is work in a classification he is capable of performing, provided however, that he will not replace long-time employees. The job steward shall not have the authority to interrupt or stop any work, except due to safety conditions, and shall be limited to and shall not exceed the following duties:
- (A) Check the dispatch of each employee dispatched under the terms of this Agreement to his individual EMPLOYER at the time such employee reports for work or as soon thereafter as possible.
 - (B) Report to the EMPLOYER and/or Business Representative any violations of this Agreement.
 - (C) Report to the Business Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the individual EMPLOYER and job steward prior notice.
 - (D) The steward shall not be discriminated against in any manner by the individual employer or his agent because of or on account of his duties.

ARTICLE XIII OTHER CRAFTS RECEIVING PREMIUM PAY

Where employees covered by this Agreement are working on the same project with other crafts working for the same EMPLOYER, who receive premium time, then the employees on such contract shall also be paid premium rate, as it applies to the basic rate of pay. The "other crafts" referred to shall not include a subcontractor's employees as pertains to extending liability for premium pay.

ARTICLE XIV SAFETY REQUIREMENTS

14. The EMPLOYER shall furnish clean, cold drinking water and cups in ample quantities on each crew work site. Where water cans are used cans shall be sanitized and the water changed daily. Water will be available on crew work sites no later than thirty (30) minutes after the shift starts. The EMPLOYER will furnish warm, dry change rooms of ample size, equipped with heat for drying clothes and with benches for use during lunch periods. (Certain jobs may be excluded from this provision at the pre-job conference.)

Toilet facilities shall be provided. On work which warrants specialty protective clothing such as, but not limited to, rubber boots, slickers, safety glasses and hard hats, they will be furnished by the EMPLOYER. These are to be charged to the workers who are to guarantee their return in like condition, normal wear and tear excepted.

- 14.1 Local UNIONS and individual workers shall cooperate with EMPLOYERS in complying with the general safety standards and special safety standards as required by the State Department of Labor and Industries, MSHA, and by OSHA.
- 14.2 The EMPLOYER shall conform to all Federal and State Health and Safety regulations applicable to work covered by this Agreement. In case of accident to a worker on the job which requires a physician's care, the EMPLOYER shall notify the UNION as soon as possible.
- 14.3 No employee shall work alone in a ditch over five (5) feet deep. Ditches over five (5) feet deep shall be shored when necessary and if over five (5) feet deep, no employee shall work without a worker on the bank. In all excavating work the Montana State Safety Codes, MSHA and OSHA shall be strictly adhered to.
- 14.4 All swinging scaffolds using rope must have clock and tackles or the mechanical driven devices.
- 14.5 The use of guard rail rolling scaffold projecting below the deck of a structure when used over the traffic will require that the highway department or contractor stop all traffic or furnish a flagman.
- 14.6 No employee shall work alone day or night, or in a remote area without periodic inspections. (Watchmen excepted.)

ARTICLE XV GRIEVANCE AND ARBITRATION

15. Grievances as to violations of any terms of this Agreement shall be presented by the designated representatives of either party to the other as soon as possible from the date the violation was alleged to have occurred. An attempt to settle the grievance shall first be made by a conference between the representatives of the EMPLOYER and the UNION. Immediate consideration shall be given, such matters and adjustments shall be made as soon as possible.
- 15.1 All grievances, misunderstandings or disagreements over interpretation of any part of this Agreement or controversy or dispute arising from the operation of the Agreement which cannot be settled by a conference between the representatives of the EMPLOYER and the UNION shall be submitted to a Joint Committee consisting of two (2) members to be selected by the EMPLOYER and two (2) members to be selected by the UNION.

All issues referred to this Committee shall be in writing from the appropriate representatives of either party and this Committee shall meet and act on any controversy, dispute or interpretation submitted to them within ten (10) calendar days from the date the question was submitted. Rules of procedure shall be established by the Committee. The decision of the Committee shall be binding on all parties. In the event the Labor-Management Committee step is omitted by mutual agreement or cannot resolve the matter, an Arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Services shall be requested to submit a list of seven (7) names from which the impartial Arbitrator shall be chosen by each party striking three (3) names from the list, and the remaining name being the Arbitrator selected. The decision of the Arbitrator shall be binding upon all parties.

- 15.2 Failure of an employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe benefit payment as outlines in this Agreement, is a violation of this Agreement and not subject to the grievance procedure outline above. In the event of violation, the UNION shall have the right to take economic action against the EMPLOYER to collect such monies owed.

ARTICLE XVI JURISDICTIONAL DISPUTES

16. The parties hereby agree there shall be no cessation or stoppage of work because of jurisdictional disputes. The parties agree that in the event of a jurisdictional dispute with any other union or unions, the EMPLOYER shall maintain his work assignment unless the dispute is resolved through the following procedure:
- 16.1 In the event of a jurisdictional dispute the UNION shall request the other union or unions involved to send representatives to the job site to meet with representatives of the UNION and the EMPLOYER to settle the dispute. Such meeting shall be held within three (3) working days of such request. If a settlement is not reached at the meeting, the UNION shall request that its International Union or Unions involved and representatives of the EMPLOYER on the job site to seek settlement of the dispute.
- 16.2 The first meeting of local representatives shall be between the EMPLOYER and the representatives of the disputing unions. Said disputing unions shall at this meeting submit whatever evidence and arguments they content support their respective claim.
- 16.3 If the jurisdictional dispute is not resolved at the first meeting of the local parties involved or no subsequent settlement is reached between the representatives of the International Union and EMPLOYER, then the EMPLOYER may go to a higher authority such as the NLRB or courts.
- 16.4 If there is actual cessation or stoppage of work as a result of a jurisdictional dispute, the EMPLOYER is free to seek relief from the NLRB or courts at any time, waiving the above steps is he so chooses.

ARTICLE XVII
ESCALATOR PROVISIONS

17. 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.
- 17.1 The EMPLOYER will, when requested in writing, supply accurate and reliable information on company stationery that will assist the UNION in establishing the correct Davis-Bacon or other prevailed rates when responding to DOL or similar state entity requests for prevailing wage data.

ARTICLE XVIII
OVERLAPPING JURISDICTION & EMERGENCY WORK ASSIGNMENT

EMERGENCY WORK ASSIGNMENT

18. The contractor shall be allowed to temporarily employ, without regard to craft jurisdiction or UNION affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.
- 18.1 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work which he is required to do; provided that under such conditions, no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment herein referred to. In order that an employee shall not lose any benefit rights, contributions shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work. The Section is not to be used to permit indiscriminate crossing of jurisdictional lines. In all such cases the UNION must be notified as soon as possible for the purpose of filling said vacancies. In no case shall emergency work assignment be permitted for longer than the completion of that shift.
- 18.2 Composite crews may be established only after notification and agreement of the unions involved.

ARTICLE XIX
CRAFT SCHEDULES

19. The classification for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be provided in the separate schedules attached hereto and made a part of this Agreement.

ARTICLE XX
SPECIAL CONDITIONS

20. Both parties recognize that there may be extenuating circumstances when it is to be the mutual interest of both parties to modify the terms of this Agreement. In the 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.

In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

SCHEDULE “A”

**PLASTERERS & CEMENT MASONS LOCAL 72
WAGE RATES/CLASSIFICATIONS**

	05/01/2023	05/01/2024	05/01/2025
Zone 1: 0-30 Miles	\$36.04	TBD	TBD
Zone II: 30-60 Miles	\$38.99	TBD	TBD
Zone III: Over 60 Miles	\$40.79	TBD	TBD

The Zone hourly rate applicable to each project shall be determined from the city centers of the following towns:

Billings, Butte, Glendive, Havre, Kalispell, Bozeman, Dillon, Great Falls, Glasgow, Lewiston, Miles City, Helena, Missoula, and Sidney

CEMENT MASON CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO:

Rodding, Tamping, Floating, Patching, Stoning, Rubbing, Sack Rubbing, All exposed aggregate finishing and sealing. All architectural finishing, staining, stamping and coloring, washing and power washing of concrete, polymer, latex and composite materials.

Use of all diamond grinders, buffers and polishers for the purpose of polishing or burning of concrete. Applications of all concrete densifiers. Application and diamond or abrasive polishing off of overlays. Clean-up of slurry or residue from polishing processes.

Setting up screeds, screed forms, curb & gutter & sidewalk forms. Preparation of all concrete for caulking of the joints and the caulking of the expansion joints.

Preparation of concrete for all application of hardeners, sealers, and curing compounds and their application. Grouting and dry packing of all machine bases. Removal of snap ties and she bolts and other form devices prior to patching of concrete, Power Trowel Machine Operator, Troweling of mangesite, torganal, or materials with epoxy. Bases or oxychloride base, all power grinders, bush mammers, chipping gun, Gunitex Nozzleman.

All sandblasting for architectural finishes, patch preparation and exposing of aggregate for finish. Concrete sawing and cutting for control and expansion joints and scoring for decorative patterns, operation of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines and Scarifiers. Grinding, Brushing or chipping of toxic materials or high density concrete, operations of power tools on a scaffold.

PLASTERER CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO:

All interior or exterior plastering of cement, stucco, simulation stone or any patent material when cast, the setting of same, stocking of corner beads, the plastering and finishing with hot composition materials in vats, compartments or wherever applied.

The application of crushed, marble or ceramic chips and broken glass where imbedded in plaster, cement or other materials, the plastering of all joints, nail holes, bruises, etc., on wall board, including the texturing and spraying of ceilings regardless of the base, and whether applied by machine or the hawk and trowel.

The fireproofing of all building assemblies with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum or metal lath or directly.

The grouting and filling of door bucks, runners and similar installations.

The setting in place of plasterboard, ground blocks, patent dots, cork plating, polystyrene or fiberglass for Dry-Vit including temporary nailing, cutting and fitting in connection with the stocking of the same, regardless of thickness.

Sticking, nailing and screwing of all composition caps and ornaments

Preparing, scratching and browning of all ceilings and walls when finished with terrazzo tile, allowing sufficient thickness to allow the applying of terrazzo or tile and the applications of any plastic material to the same.

All waterproofing of work included in the plasterers' jurisdiction, such as butting and placing of nylon mesh, and the exterior wall insulation and plaster finish systems, regardless of the tools used, and regardless of the type of base these materials may be applied to, and the plastering of radiant heat ceilings, regardless of material or methods of application used.

The application of all bonding agents, interior and exterior, and mastic, the spraying of or application by hand, troweling or finishing of Nu-Klad, Block-bond, Thoro-Seal, and all other epoxy materials on ceilings and walls.

The placing of nylon tape on veneer, and the preparation of walls and ceilings to receive any of the above-mentioned work processes.

GEOGRAPHICAL JURISDICTION: STATEWIDE MONTANA

*Foreman: Seven percent (7%) above journeyman scale

*General Foreman: Twelve percent (12%) above journeyman scale

*Special Shift Premium Rate: Basic Hourly Rate +\$2.00/Hour

*There shall be an increase of \$1.00 to both the basic rates when work is done under, but not limited to, the following Heavy Classifications: Water Power Development, Water Supply and Treatment Projects, Locks, Dams, Reclamation Projects, Power Generation Projects, Atomic Energy Developments, Missile Sites and Launching Facilities, and all Hydroelectric Development including distribution.

*All Cement Masons or Plasterers working on any type of motorized platform shall receive \$0.50/Hour in addition to the basic rate.

APPRENTICESHIP RATES

CEMENT MASON APPRENTICE: % PER 1600 HRS

	05/01/2023	05/01/2024	05/01/2025
60%	\$21.64	TBD	TBD
70%	\$25.23	TBD	TBD
80%	\$28.83	TBD	TBD
90%	\$32.44	TBD	TBD
Journeyman	\$36.04	TBD	TBD

FRINGE BENEFITS

	05/01/2023	05/01/2024	05/01/2025
Health & Welfare	\$7.53	TBD	TBD
Pension	\$8.54	TBD	TBD
Apprenticeship & Training	\$0.65	TBD	TBD
ITF	<u>\$0.07</u>	TBD	TBD
TOTAL	\$16.79		

DEDUCTIONS FROM NET WAGES

	05/01/2023	05/01/2024	05/01/2025
Credit Union	(\$1.00)	TBD	TBD
Dues Check-Off	(\$2.26)	TBD	TBD
NW Fair Contracting	<u>(\$0.04)</u>	TBD	TBD
Total Deductions	(\$3.30)		

NOTE: Apprentices dues check-off shall be a percent of the journeyman dues check-off correlating to their current apprentice wage rate. The employer shall deduct 60% of the journeyman dues check-off from 60% apprentices, 70% of the journeyman dues check-off from 70% apprentices, 80% of the journeyman dues check-off from 80% apprentices, and 90% of the journeyman dues check-off from 90% apprentices.

**The increase on 05/01/2023 shall be committed wage except monies may be taken from the wage to Health & Security, Pension, and Apprenticeship Training under the following conditions: Notification of implementation of this option must be made sixty (60) days prior to the scheduled increase by a joint letter of recommendation by the Trustees.

SCHEDULE "B" TRUSTS

Section 1. Health & Welfare Provision:

In addition to the wage rates listed in the Schedule "A" the employers shall pay into a Health & Security Trust Fund known as the Laborers-AGC Trusts of Montana or any successor or merged Trust, effective May 1, 2023 \$7.53 per compensable hour worked for all employees covered by this Agreement. Payments shall be made as set forth below in Section 5, and in accordance with the negotiated Trust Agreement. The signatory employer agrees to abide by all of the terms and conditions of this Trust Agreement, and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

The employer further agrees that if, during the life of this Agreement, the Trustees of the Laborers-AGC Trusts of Montana increase the contribution rate to maintain the same level of benefits in effect on May 1, 2023 the employer promises to pay the required increase upon written notification from the Trustees.

Section 2. Pension Provision:

In addition to the wage rates listed in the Schedule "A" the employer shall pay into a retirement fund known as The Cement Masons-Employers Pension Fund, effective May 1, 2023, \$8.54 per compensable hour worked for all employees covered by the Agreement. Payments shall be made as set forth below in Section 5, and in accordance with the negotiated Trust Agreement dated February 1, 1962, establishing the Cement Masons-Employers Pension Fund. The signatory employer agrees to abide by all of the terms and conditions of this Trust

Agreement, and any amendments heretofore and hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

Section 3. Apprenticeship & Training Provision:

In addition to the wage rates listed in the Schedule “A”, the employer shall pay into and Apprenticeship & Training Fund known as the Montana State Plasterers and Cement Mason’s Employers Apprenticeship and Training Trust Fund, effective May 1, 2023 \$0.65 per compensable hour. Such payments shall be made in accordance with Section 5 below and in accordance with the terms of the Montana State Plasterers and Cement Mason’s Employers Apprentice and Training Trust Fund Agreement dated May 1, 1993. The signatory employer agrees to abide by all of the terms and conditions of this Trust Agreement, and any amendments heretofore and hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

Section 4. Trustees:

The employer irrevocably designates and appoints the Employer Trustees of the Trust Funds identified in Sections 1-3 above, and their successors appointed pursuant to the provisions of each of the applicable Trust Agreements, as his representatives and Attorneys-in-Fact, in the administration of those Trusts, and agrees to be bound by the acts and determinations of those Trustees.

Section 5. Payments:

The payments required to be made to the Trust Funds identified in Section 1 above shall be submitted together with the monthly reporting forms to the Laborers-AGC Trusts of Montana, on or before the 20th day of the month following that for which contributions are being made to the address listed below. The employer has the obligation of obtaining the monthly reporting forms or any copies of the Trust Agreements above referred to that he may desire from the Trust Office.

Laborers-AGC Trusts of Montana
P.O. Box 5434
Spokane, WA 99205-0434

The payments required to be made to the Trust Funds identified in Sections 2 & 3 above shall be submitted together with the monthly reporting forms to the Masonry Industry Trust Administration, Inc., on or before the 20th day of the month following that for which contributions are being made to the address listed below. The employer has the obligation of obtaining the monthly reporting forms or any copies of the Trust Agreements above referred to that he may desire from the above Trust Office.

Masonry Industry Trust Administration, Inc.
9848 E. Burnside
Portland, OR 97216

Section 6. Delinquencies:

In the event the employer fails to make the required monetary contributions requires under Sections 1-3, of this Schedule, the Union may take any economic action necessary to ensure the proper collection of these contributions and the Trustees may assess delinquency charges as provided for in the respective Trust Agreements.

SCHEDULE "C" CEMENT MASONS HIRING HALL

Section 1.

- (A) In compliance with the National Labor Relations Act of 1947, as amended, the UNION agrees to maintain at its local office a list of unemployed workmen who are competent to perform the work classifications contained in Schedule "A" of this Agreement. Such list shall contain the names of such qualified workers seeking employment. The EMPLOYER shall be required to advise the UNION of manpower requirements no less than twenty-four (24) hours prior to the commencement of work. In the event the employee will be required to report to work outside the free zone, the term of this notice shall be extended to forty-eight (48) hours. Any employee who, due to the EMPLOYER'S negligence, is called out on shorter notice shall be allowed sufficient time to prepare for and report to work, and his pay shall commence at the starting time of the shift he is called out for, whether he is able to report on time or not.
- (B) The EMPLOYER may also request from the out-of-work list a worker by name, if the worker had worked for said EMPLOYER within the past three (3) years, regardless of the workman's place on the out-of-work list.
- (C) The EMPLOYER shall give preference in hiring to local workers who are qualified to perform the work.

Section 2. If the UNION is unable to refer the number of individuals desired within forty-eight (48) hours after the submission of such job order, the EMPLOYER may procure additional employees up to the desired number from any source, provided however, that the EMPLOYER shall within seven (7) days notify the UNION of the names of the employees hired and the job location.

Section 3. The EMPLOYER in any case shall be the judge of the ability, competence and performance of the employees covered by these Articles and in his discretion may discharge, demote, or discipline any workman whose work is unsatisfactory, unskilled or inefficient, or who fails to observe any safety precautions or other rule or regulation prescribed by the EMPLOYER; and of these matters the EMPLOYER shall be the judge.

Section 4.

- (A) The UNION is recognized as sole bargaining agent for employees covered by this Agreement. When workmen other than those described in Section 1 (B) of this Article are needed, the EMPLOYER will notify the proper UNION of the number and

classification of employees needed, and it shall be the responsibility of the UNION to refer the necessary men required by the EMPLOYER.

- (B) All employees hired shall be reported to the UNION in writing once during each payroll period in order that the UNION may properly maintain its list of available workmen on a current basis, and carry out the provisions of UNION Security.
- (C) When new hires are requested for interview in accordance with the hiring procedure of this Agreement and either party to this Agreement creates an abuse, the grievance procedure as outlined in Article XV (15) shall be followed.

SCHEDULE "D" WORK RULES

Section 1. Foreman:

- (A) The minimum rate for Foreman shall not be less than seven percent (7%) above the journeyman scale. The minimum rate for General Foreman shall not be less than twelve percent (12%) above the journeyman scale.
- (B) Cement Masons to work only under direct supervision of a Foreman of their craft; In the event that there are less than two (2) Cement Masons on the job, the Masons may take orders only from the job superintendent. When two (2) Cement Masons or more are employed on a job, one (1) shall be appointed Foreman and shall receive Foreman's pay.

Section 2. Tools, Dry Shack, & Safety Equipment:

- (A) The EMPLOYER shall be responsible for payment of wages from the point (parking areas) as designated by the EMPLOYER to the job site and from job to job and return. Over a five (5) minute walk shall require vehicular transportation.
- (B) The EMPLOYER shall furnish facilities to adequately lock employee's tools when so requested.
- (C) Any special tools such as respirators, goggles, edgers, special base tools, long-handled floats, brushes, brooms, straight edges, rubbing stones, belts, rubber floats, or any other tools not ordinarily carried by the employee shall be furnished by the EMPLOYER.
- (D) Goggles shall have clear clean lenses and have side shields. Where rain and wet gear and shacks are furnished for other crafts, they will be made available for use by Cement Masons.

- (E) All respirators shall be of a cartridge type kept in clean sanitary condition equipped with a cartridge recommended for filtering of cement dust or fumes with adequate supply of replacement filters.

Section 3. Dry Shack:

Unless otherwise mutually agreed between the EMPLOYER and the UNION, there shall be a dry shack with adequate heat for the purpose of storing tools safely, changing clothes, and eating lunches.

Section 4. Beginning of Pour:

When finishing is required, a sufficient amount of Finishers must be present at time of pour so work can be satisfactorily performed.

Section 5. Contractor Rule:

Journeyman Cement Masons shall not accept employment with a Contractor who works with the tools of the trade unless said Contractor is a practical Cement Mason and no Contractor shall be allowed to work with the tools unless he has at least one (1) Journeyman working with him. Where there are partners in the contracting business, no more than one (1) shall work on the same job at the same time.

Section 6. Admix:

When admix or time are to be factors, the Cement Masons will be notified prior to the pour.

Section 7. Staggered Shifts:

Cement Masons do NOT work staggered or split shifts.

Section 8. Any employee required to work an unscheduled shift(s) of ten (10) or more, inclusive of a one-half (½) hour lunch break, shall be furnished a meal ticket of value equaling one (1) hour's pay at the regular rate, or a hot meal of similar value and a one-half (½) hour break. This meal or meal ticket shall be made available at the tenth (10th) hour and also at every fourth (4th) hour thereafter.

Section 9. All employees shall be entitled to a ten (10) minute coffee break, except when such a break would interfere with the efficiency of the finishing or plastering operation. In such case, the employee shall take his break whenever deemed practical by the Cement Mason or Plasterer foreman.

Section 10. Adequate clean-up time shall be allowed each man prior to the completion of his shift.