

OPERATIVE PLASTERERS & CEMENT MASONS AGREEMENT

ARTICLES OF AGREEMENT

ARTICLE I

DEFINITIONS

A. **ASSOCIATION.** The term “**Association**” as used herein shall mean the General & Concrete Contractors Association, Inc.

B. **EMPLOYER.** The term “**Employer or Employers**” as used herein shall mean any individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement.

C. **UNION.** The term “**Union**” as used herein shall mean the Operative Plasterers and Cement Masons International Association (O.P. & C.M.I.A.) and the Bricklayers Allied Craftsman International Union (B.A.C.I.U.).

D. **EMPLOYEE.** The term “**Employee**” as used herein shall mean any person without regard to age, race, creed, color, religion, sex or national origin whose work for an employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union.

ARTICLE II

PURPOSE OF THIS AGREEMENT

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, and to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

ARTICLE III

TERRITORY

This agreement shall cover the entire State of Oregon, and the following areas in the State of Washington: The counties of Klickitat, Skamania and Clark.

NOTE: It is mutually agreed that any Local Union whose headquarters are outside the territory described herein but whose jurisdiction is within this territory, shall abide by and be governed by all the terms, conditions, and wage rates as contained in this Agreement, when working within this territory.

ARTICLE IV

WORK AFFECTED

This Agreement shall govern all types of construction work coming within the jurisdiction of the Cement Masons, as recognized by the AFL-CIO BUILDING AND CONSTRUCTION TRADES DEPARTMENT. This Agreement covers construction, modifications, additions and repair work at all residential, heavy and highway, utility and building projects.

All Warranty Work that falls under the Cement Masons' jurisdiction and done on the job site shall be done by the Cement Masons. It is further agreed the Cement Masons Union will allow in-plant non-working supervision on the site to aid in patching and color match.

ARTICLE V

SUBCONTRACTORS AND OTHER EMPLOYERS

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

(b) Section 1 (a) shall not be operative when potential union subcontractors are not available. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of the District Council, the Contractor, the subcontractor and the Association if affected. The parties

will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

(c) In order to comply with this article, the Union shall make available an agreement for the duration of the project or sub contract to cover only the subcontracted work.

Section 2. In the event an Employer is unable to find qualified competitive union MBE-WBE subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements, the Union and the Employer shall waive this article provided the pre-job conference referred to in Section 1 (b) above is utilized.

Section 3. *The contractor shall solicit at least 2 of his bids from signatory contractors.* Where the general contractor received bids that show the non-union subcontractor five percent (5%) or more lower than the union subcontractor, the Employer and the union shall waive this Article, provided however the Union and the Employer shall review the prices submitted before signing a non-signatory subcontract agreement.

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

ARTICLE VI

JURISDICTION

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 as 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 VII

EFFECTIVE DATE — DURATION — MODIFICATION

JUNE 1, 2006 — 3 YEAR — MAY 31, 2009

Section 1. When executed by the parties hereto, the terms and conditions of this Agreement shall become effective on **June 1, 2006**, and shall remain in full force and effect through **May 31, 2009**. The “no-strike, no-lock out” provisions of this Agreement shall remain in full force and effect during the entire four (4) year duration of this Agreement. The monetary considerations, i.e., wages, fringe benefits, etc., shall be as set forth in Schedule “A” for rates to be effective **June 1, 2006**.

Section 2. Any party hereto desiring termination, modification or changes in this Agreement to take effect subsequent to **May 31, 2009**, or to take effect for any agreement year subsequent to **May 31, 2009**, shall serve written notice on the other party at interest on or before March 1, prior to the end of each such agreement year, requesting negotiation.

If no such notice is given, this Agreement shall continue in full force and effect from year to year.

ARTICLE VIII

HIRING

(A) Section 1. In order to maintain employment and preserve workable labor relations as well as to insure the orderly accomplishment of private and public work, the following conditions will be followed with respect to the hiring of workmen.

Section 2. There shall be no unlawful discrimination by the Employer or the Union with respect to the hiring, tenure or discharge of any workmen and any requirements as to membership or non-membership in any Union shall be in accordance with the National Labor Relations Act as amended and the appropriate Executive Orders.

Section 3. (a) It is recognized within the Construction Industry that the Union is the source of workmen needed to perform the work covered by this Agreement.

(b) Whenever the Employer requests such workmen, he shall notify the Local Union having jurisdiction of the project, advising of project location, starting time, the number and type of craftsmen needed.

(c) The Union will refer such qualified workmen to the Employer in conformity with the Local Union's normal and established method of dispatching men, provided however, that the Union will honor the employer's request for named workmen.

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

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

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

(e) Should the Union fail to supply such workmen, and/or those who may be required by law, within a period of twenty-four (24) hours (Saturdays, Sundays, and holidays excluded) the Employer may hire from any available source. When the contractor hires men from sources other than the Union having jurisdiction over the work, the Union shall be given notice thereof one to three days from the date of such hiring which notice shall include the names, addresses and classifications of the men hired.

Under those circumstances when the Employer uses a craftsman from another union to perform the work covered by this Agreement, it is understood that:

1. The wage scale paid will be a rate not less than the proper scale under this Agreement.
2. The fringe benefits and travel reimbursement, if any, earned by the craftsmen shall be those provided by their own labor agreement and shall be paid to the trusts established by those agreements.
3. The use of another craft under these circumstances does not prejudice the jurisdictional claims of the Union.
4. The provisions of Article IX (Mutual Recognition and Union Membership) Section 2 are not applicable if the workmen hired is already a paid-up member of another craft.

5. Should qualified workmen become available, the Union shall notify the contractor at least 24 hours prior to the start of the shift to which the workman is expected to report.

(f) 1) PRE-JOB CONFERENCE. 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, duration of his project and 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) COMPOSITE CREW. Employers may establish for a project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of the agreement.

The aforementioned provision shall be arranged at a pre-job conference or subsequent meetings of the employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective five crafts and the association.

(g) The CEMENT MASONS FOREMAN shall be a member of the Cement Masons Union, shall be a qualified Cement Mason Journeyman, and shall be in charge of all work falling within the jurisdiction of the Cement Masons. When three (3) or more Cement Masons per operation are on the job, one must be a Foreman. **A FOREMAN MAY COVER SEVERAL OPERATIONS.** If a Cement Mason refuses to follow instructions of his foreman in performing such work which comes within the jurisdiction of the Union or leaves the job without permission of the Foreman, the employee shall be deemed to be terminated and shall be entitled to pay only for the actual time worked on that shift. The Cement Mason Foreman shall accept orders from the Employer or his representative. Upon request of the Local Union, the Employer shall supply the reason for such discharge. Whenever an employee is discharged and is not eligible for rehire by the Employer the Local Union shall be notified in writing.

(h) Statement of intent that there is total portability from one local's jurisdiction to another local's jurisdiction on transferring cement finishers. A Cement Finisher needs only to transfer his book into the local union and is then automatically dispatched out to the job if requested by the Employer. This has been and will continue to be the industry practice.

(i) In order to update the Union's dispatch records, the Employer shall immediately notify the Union in writing when finishers are either laid off, rehired, or new hires added to the crew.

ARTICLE IX

MUTUAL RECOGNITION AND UNION MEMBERSHIP

Section 1. The Association recognizes the Union as the sole collective bargaining agent for all workmen, falling within the jurisdiction of this Agreement, and the Union recognizes the Association as the sole bargaining agent for its members as listed on Schedule "B" hereof and supplements thereto.

The Employer recognizes the Union as the exclusive majority representative of all the employees covered by the Agreement in the bargaining unit pursuant to Section 9(a) of the Labor-Management Relations Act. This majority status has been established by the fact either (1) that the Union has submitted evidence of majority support to the Employer such that the Employer is satisfied that the Union represents a majority of the Employer's employees in the bargaining unit or (2) by virtue of a National Labor Relations Board certification that the Union is a majority representative in the bargaining unit.

Section 2. All employees employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the 8th day following the beginning of such employment, or since the inception of this Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment, subject, however, to the provision of Sections 3 and 4 of the this Article.

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

Section 4. All requests by the Union for the removal of an employee for non-payment of or failure to tender initiation fees and dues shall be made to the Employer in writing, in which event the Employer agrees to remove the employee involved before the next shift is started as long as the Union can supply replacements.

ARTICLE X

SHIFTS — HOURS OF WORK — OVERTIME

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

Section 2. (a) WORKWEEK:

(1) The work week shall be forty (40) hours, Monday through Friday, and the work day shall not exceed eight (8) hours per day. All time worked in excess of the foregoing shall be paid for at the rate of **TIME AND ONE HALF (1.5)**. Work performed on **SATURDAYS** shall be paid for at the rate of **TIME AND ONE-HALF (1.5)**. All time worked on Monday through Saturday in excess of twelve (12) hours per day shall be paid for at the rate of **DOUBLE TIME (2.0)**. **SUNDAY AND HOLIDAY** work shall be paid for at the rate of **DOUBLE TIME (2.0)**.

(2) On work that is entirely **FEDERALLY FUNDED**, the work week shall be 40 hours, Monday through Friday. All work in excess of 40 hours in one week, or 10 hours in one day shall be paid for at the rate of time and one-half. All time worked on Monday through Saturday in excess of twelve (12) hours per day shall be paid for at the rate of **DOUBLE TIME (2.0)**. The contractor shall not employ a second crew to circumvent overtime pay after 40 hours. This shall not prohibit the Employer and the Union from negotiating a "rolling" four ten-hour shifts on a project by project basis.

(3) On operations such as dewatering, curing and protection of concrete, all overtime pay shall be **TIME AND ONE-HALF**, including Sunday and Holidays.

(4) Notwithstanding the above, on those jobs where a 4-10 hour shift is established, a special 4-10 hour shift may be established for those Cement Masons who are part of the normal crew. Such operation shall be established by mutual consent of the normal crew, it being understood, that such consent shall not unreasonably be withheld.

(5) In the event the job is down due to **EQUIPMENT BREAKDOWN or WEATHER CONDITIONS**, Monday through Friday, then **SATURDAY** may be worked as a **MAKE-UP DAY** at the straight time rate. Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or equipment breakdown, then Friday may be worked

as a make-up day. In the event Friday make-day can't be worked due to conditions beyond the control of the Employer, then Saturday may be worked as a make-up day at the straight time rate. Make-up day applies to the crew so effected.

(b) SINGLE SHIFT:

HEAVY AND HIGHWAY Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent of the normal crew.

BUILDING Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent of the normal crew.

(c) TWO-SHIFT OPERATIONS:

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

(d) THREE-SHIFT OPERATIONS:

On a three-shift operation, the first shift of eight (8) hours (exclusive of meal period) shall start between the hours of 6:00 a.m. and not later than 8:00 a.m., and eight (8) hours work shall constitute the first shift for which eight (8) hours will be paid. The second shift shall consist of seven and one-half (7-1/2) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. The third shift shall be seven (7) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. Thirty-five (35) hours shall constitute a week's work on the third shift, and the third shift shall be considered as a part of the same day on which the first shift started.

(e) For the purposes of this Article a full shift period shall be considered the regularly scheduled hours of work for each shift, and the second and third shifts shall be considered as a part of the working day on which the first shift started. The regularly scheduled shift hours shall not be changed during the work week without two (2) days prior notice and not more than once during the work week.

(f) All shifts may be worked providing such shift work is established by working **FIVE (5) OR MORE CONSECUTIVE**

WORK DAYS, however, such number of days may be changed by mutual agreement of the normal crew.

(g) A regular lunch period of not less than one-half hour or more than one hour shall be established within one hour of midshift but in no event longer than five hours from the beginning of the shift. If an employee is required to work more than five hours from the beginning of the shift without a lunch period, he shall be **PAID A HALF HOUR AT THE APPLICABLE OVERTIME RATE** and in addition given adequate time to eat his lunch. If the employee is not given adequate time to eat, he shall then receive an **ADDITIONAL HALF HOUR AT THE APPLICABLE OVERTIME RATE**.

Employees who have been given sufficient time to eat during the regular shift may be allowed to work 12 hours without a second lunch period penalty. If the employee works over 12 hours, he shall be paid **ONE-HALF HOUR PENALTY** at the applicable overtime rate. If the employee is not given sufficient time to eat his lunch during his regular shift, an additional **ONE-HALF HOUR PENALTY** shall be paid if required to work longer than ten hours.

(h) A workman on overtime will be paid the applicable overtime rate in not less than one-quarter (1/4) hourly increments.

Section 3. HOLIDAYS — Holidays shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a legal holiday. If the holiday (4th of July, Christmas, New Year's Day) falls on Saturday, the preceding Friday shall be considered a legal holiday.

Section 4. PAYDAY — Pay days shall be once a week. In no event shall an Employer withhold more than one week's pay.

Pay checks will be assumed to be correct, and there shall be no adjustments made unless the employee files a protest with the Contractor within thirty (30) days after receiving the check. Employees discharged or terminated for lack of work shall be paid when released by the Contractor, provided, however, that payment by check to the employee, or mailed and post-marked to his residence address (or may be mailed to the Union if so requested), within twenty-four (24) hours after such discharge or termination, shall be deemed in compliance with this section. If the Contractor does not comply with the above procedure as to payment for discharge or termination, the employee shall be paid for eight (8) hours additional pay at his straight time rate for each day (Saturdays, Sundays and holidays excepted) until paid.

When employees quit of their own accord, they shall receive the pay due them not later than the next regular pay day. For employees not on the job on pay day, checks must be mailed to their last known address within twenty-four (24) hours of said pay day unless held at employee's request. If an unresolved dispute exists all men employed under this Agreement must first establish all claims against the Employer, Contractor, or Association through their bargaining agent and under the provisions of this Agreement or hereby waive all legal rights to claims processed otherwise.

Section 5. SPECIAL SHIFTS — A special shift may be established at any time, at the option of the Employer, on any job or project. Said shift shall not be started until the union has been notified and with the mutual consent of the normal crew. There shall be **NO PREMIUM OR PENALTY FOR WORKING A SPECIAL SHIFT.**

ARTICLE XI

WORKING CONDITIONS

Section 1. Adequate facilities shall be provided for the employees in which to dry their clothes and eat their lunches.

Section 2. Cement Masons shall furnish normal hand tools. All other tools and safety equipment such as hard hats, safety glasses and respirators shall be furnished by the Employer including Mason's rubber floats and brushes worn out on such Employer's project.

Section 3. Employees shall work only for Employers who supply material and equipment.

Section 4. If an Employer refuses to pay for time in changing from one job to another during a shift this shall be a violation of his contract and subject to contract cancellation, unless such Employer participates in an Association contract which requires that such matter be resolved through the grievance machinery.

Section 5. There shall be sufficient employees on the job at all times to insure that all work will be left in a workmanlike manner and sufficient time will be allowed to complete the work.

Section 6. On any trowel finish there shall not be less than two hand trowelings. On all jobs where a troweling machine is used, material shall be hand-floated or hand-troweled before a floating machine or a troweling machine is used and hand-troweled after the final machine operation. A

fresno trowel may be used on any broom finish. This section shall not be applicable in whole or in part if project specifications require otherwise.

Section 7. Cement Masons shall not work split or staggered shifts.

Section 8. DRUG AND ALCOHOL TESTING

(a) Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

(b) The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws.

(c) Notwithstanding any other provisions to the contrary in the above agreement, the Employers, the Unions, and the bargaining unit employees agree that they will be bound by the current plan and trust provisions of the Construction Industry Drug-Free Workplace Program (DFW Program) and any future amendments thereto. Under the DFW Program, a bargaining unit employee whose first test after receiving notice is negative will be paid \$50.00 by the DFW Program and will be issued a Drug-Free verification card. The applicable provisions of the DFW Program's Plan, Policy, Administrative Rules and Trust documents and future amendments thereto are hereby adopted for the period covered by this Agreement. The Employer will pay into the DFW Program Trust Fund the amount of \$.10 per compensable man-hour actually worked effective for hours worked on and after June 1, 2002 (example: contributions for hours worked during June 2002 become payable during July 2002). The DFW Trust has a claims review process which is the exclusive to resolve disputes with the Trust.

ARTICLE XII

CLASSIFICATION — WAGE SCALES — AND TRAVEL

Section 1. All work covered by the scope of this agreement in progress or bid before **June 1, 2006**, shall be guaranteed to protection of the appropriate wage and fringe benefit rates in effect on **May 31, 2006**.

Section 2. Classifications, wage rates, travel, effective dates and duration will be in accordance with Schedule "A" attached hereto and made a part of this Agreement.

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

June 1, 2006 = \$1.25

June 1, 2007 = \$1.23

June 1, 2008 = \$1.21

- Distribution of monies to wages and fringes at the Union's option.

ARTICLE XIII

PENSION

In addition to wage scale listed in Schedule "A" herein, all Employers as listed in Schedule "B" who are signatory parties to this Agreement, shall pay into the existing trust fund (CEMENT MASONS–EMPLOYERS PENSION FUND), for the purpose of providing pension benefits for all eligible employees covered by this Agreement, the sums as listed in Schedule "A" per compensable man-hour actually worked effective **June 1, 2006**. Such payments are to be made on or before the 25th day of each month in accordance with the requirements of the trust agreement from the effective date of the trust agreement to and including **May 31, 2009**. The applicable provisions of the existing trust document are hereby adopted for the period covered by this agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

ARTICLE XIV

HEALTH AND WELFARE

Section 1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms and corporations as listed in schedule "B", who are signatory parties to this Agreement, shall pay into the existing trust fund (CEMENT MASONS–EMPLOYERS HEALTH, WELFARE AND VACATION TRUST), for the purpose of providing health and welfare benefits to all eligible employees covered by this Agreement, the sums as listed in Schedule "A" per compensable man-hours actually worked effective **June 1, 2006**. Such payments are to be made in accordance with the requirements of the trust agreement from the effective date of the Trust Agreement to and including **May 31, 2009**. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the

fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

Section 2. It shall not be deemed a violation of this Agreement for workmen covered by this Agreement to refuse work where an Employer, after receiving due notice of delinquency, fails to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement.

ARTICLE XV

APPRENTICESHIP AND TRAINING

The parties signatory hereto agree to maintain JOINT APPRENTICESHIP AND TRAINING COMMITTEES throughout the territory of this Agreement. Said Committees shall formulate and operate Apprenticeship and Training programs in accordance with the Oregon or Washington State Apprenticeship law.

All persons, parties, firms or corporations as listed in SCHEDULE "B" or otherwise coming under the scope of this Agreement, who are or may become signatory parties to this Labor Agreement, shall pay into the Trust Fund in the manner as set forth in the Trust Agreement the amounts as listed in SCHEDULE "A" per compensable man-hour.

The employment of apprentices shall be in accordance with the following ratio which is to be based on a contractor's total Cement Mason work force employed within the territory of this Agreement.

1. Each contractor having two (2) journeyman employed may employ one apprentice but shall employ one apprentice if available when he has three or more journeymen in his employ.
2. In addition to item 1, each contractor shall employ one additional apprentice if available for each three journeymen.
3. Experienced individuals, who gained cement mason experience with an open shop contractor, but are not qualified for journeyman status, may apply and upon meeting the program's minimum qualifications be accepted into the Oregon and SW Washington Cement Masons Apprenticeship Program at any time regardless if the program is open for applications or closed.

ARTICLE XVI

VACATION

In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations, who are or shall become signatory to this Agreement, shall pay to the Cement Masons—Employers Health, Welfare and Vacation Trust the sums as listed in Schedule "A" per compensable man-hour effective June 1, 2006.

A joint vacation fund shall be established by the Union and Employers by virtue of this Agreement and a declaration of Trust Document be drafted by the trustees which shall establish all provisions relating to such trust fund. Trustees shall be the same as the Health and Welfare Fund.

ARTICLE XVII

CONSTRUCTION MANAGEMENT FUND

The Construction Management Fund is hereby established. An Agreement and Declaration of Trust which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All Employers signatory to this Collective Bargaining Agreement, or who become signatory or otherwise come under the scope of this Agreement, shall contribute the sum of Two (\$.02) cents per hour worked by Employees covered under this Agreement into said Fund. An Employer shall not be required to contribute more than a total of One Thousand Dollars (\$1,000.00) in any contract year (i.e. June 1st to May 31st) to the Fund, but amounts erroneously paid in excess of said \$1,000.00 yearly maximum shall be deemed to be voluntarily paid without right of refund. All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this Fund, the Individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund.

ARTICLE XVIII

REPORTING TIME, MINIMUM PAY AND STAND BY PAY

Section 1. REPORTING EXPENSE — When qualified workers report to work as directed and for whom no work is provided, they shall be PAID \$40.00 REPORTING EXPENSE unless prevented from working by causes not under the control of the Employer. It being understood that the

above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

Section 2. MINIMUM PAY — Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours and less than eight (8) hours shall be paid for eight (8) hours. If an employee leaves or quits of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory, the man shall be paid only for the actual time worked.

Section 3. STAND BY — On **RAIN SENSITIVE WORK** such as Dirt Work, Slab Work, Asphalt Work or in such cases as equipment breakdown, the Employer may request the employees to remain on the job for up to two hours on a stand by basis. If not put to work during this two hour period, the employee shall receive two hours wages plus fringes but shall not receive the \$40.00 reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this article.

ARTICLE XIX

GOVERNMENT REQUIREMENTS

Section 1. This Agreement and all the terms thereof shall be subordinate to every employment provision in any contract which the Employer may bid for or enter into with any public or quasi-public or governmental body for the performance of work covered by this Agreement, and the parties hereto agree to conform to and abide by any restrictions or requirements regarding employment contained in such contract.

Section 2. The Union and the Employer pledge their mutual cooperation in complying with the Equal Employment Opportunity Regulations supported by appropriate Executive Orders.

Section 3. Any Affirmative Action Program or its equivalent intended to foster equal employment which is mutually adopted by or imposed upon the parties signatory hereto for an area within the jurisdiction of this Agreement shall become an amendment to and supersede this Agreement.

ARTICLE XX

SPECIAL JOB AGREEMENTS

Special Job Agreements may be negotiated between Associations and Unions who are or who become parties to this Agreement when such Special Job Agreements are deemed advisable because of the size, duration, location, or other characteristics of the particular project involved. The terms of such Special Job Agreements shall be consistent as practicable with the terms of this Agreement.

ARTICLE XXI

SETTLEMENT OF DISPUTES — STRIKES & LOCKOUTS

A. JURISDICTIONAL DISPUTES

Section 1. 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.

Section 2. 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 that meeting, the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or unions involved and representatives of the Employer on the job site to seek settlement of the dispute.

Section 3. 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 contend support their respective claim.

Section 4. 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.

Section 5. 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 of he so chooses.

B. NON-JURISDICTIONAL DISPUTES

Section 1. It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement and all non-jurisdictional disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as hereafter provided in Section 4.

Section 2. No dispute, complaint or grievance shall be recognized unless called to the attention of the Association and Union in writing within thirty (30) calendar days after alleged violation was committed.

Section 3. In case of dispute of difference arising out of this Agreement, both parties pledge their immediate cooperation in following Grievance Procedures set forth herein.

Section 4. In the settlement of a dispute, complaint or grievance arising out of a violation, misunderstanding or difference in the interpretation of this Agreement, the following steps shall be followed. (Saturdays, Sundays, and holidays shall be excluded from the time limits specified in taking procedural steps and/or complying with results thereof.)

STEP I

Any employee having a grievance shall present it to the Business Representative. The Business Representative shall present in writing such grievance or grievances occurring on the job to the Employer's local representative. Any Employer having a grievance arising out of this Agreement shall notify in writing the Business Representative responsible for the project of the circumstances surrounding such grievance.

Every attempt will be made by both parties to resolve such dispute before going to Step II of the Grievance procedure.

STEP II

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

STEP III

Should these authorized representatives fail to satisfactorily resolve said dispute within four (4) days then either party may, by letter, demand a

hearing before the Board of Adjustment convened at the GCCA or Union headquarters unless mutually agreed to be convened elsewhere.

The **BOARD OF ADJUSTMENT** shall be composed of two (2) persons appointed by the Union and two (2) persons appointed by the Association. This Board shall hear the matter within five (5) days and render a decision within twenty-four (24) hours. If mutually agreed, any of the time limits in Step II may be extended. The scope and authority of the Adjustment Board shall be confined in all cases exclusively to questions involving the interpretation and application of any existing clause or provision of this Agreement.

STEP IV

If no agreement is reached under Step III, then either party may submit the grievance to an arbiter who shall be selected by the parties. The parties shall stipulate to the arbiter the issue or issues to be decided. If the parties do not agree upon a single arbiter within four (4) days from the expiration of the time limits specified under Step III, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) proposed arbiters. The Employer's authorized representative and the Unions's authorized representative shall each alternately strike from this list the name of the proposed arbiters one at a time, until only one name remains on the list. The name of the arbiter remaining on the list shall be deemed accepted by both parties. The decision or decisions of the arbiter shall be announced in writing, to the parties within fifteen (15) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of arbitration shall be borne by the losing party. The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.

Section 5. It is further understood and agreed that any decision under Steps I, II, III, and IV may not provide retroactively to exceed twenty (20) days prior to written notice from the aggrieved party set forth in Step I of this Article.

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

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

Section 8. The Union will not recognize an unauthorized picket line. It shall not be a violation for the Union to refuse to cross a picket line when approved by an authorized AFL-CIO BUILDING AND CONSTRUCTION TRADES COUNCIL.

ARTICLE XXII

UNION ADMISSION TO JOB AND JOB STEWARDS.

Section 1. The Business Representative of the Union shall be permitted on all jobs, but will in no way interfere with the men during working hours unless permission is granted by the Employer. On projects under military guard the Employer will cooperate as far as regulations permit to get authorization.

Section 2. (a) The union shall submit to the Employer in writing the names of its Stewards, and such changes of Stewards as may occur from time to time. The Employer shall recognize such Stewards as notified by the Union. At no time shall the Steward be discharged, laid off, or transferred before notifying the Business Representative.

(b) No Steward shall be allowed to solicit membership in his organization or to collect any monies from any employees on the job site during working hours. No Steward shall be discharged by the Employer because of his union activities.

ARTICLE XXIII

NON-RECURRING WORK

Section 1. When Cement Masons vacancies caused by sickness or other unavoidable absences occur beyond the control of the Contractor or when a Contractor does not have a Cement Mason employee available on the job site to fill the vacancy for the work to be performed, he may use any employee on the project without regard to craft jurisdiction.

Section 2. In such cases the employee shall be paid the rate for the classification of work which he is required to do; provided, that under no such circumstances shall an employee be paid at a lower rate than that of the classification under which he was working immediately prior to the temporary assignment.

Section 3. In no event, will the above conditions be permitted beyond one day. When the work is going to be recurring the Employer shall

place an order for a Cement Mason for a regular assignment.

ARTICLE XXIV

ADOPTION OF ADDENDUM

The signatory parties adopt as a part of this Agreement any attached addendum or supplements negotiated between the Union and the Association.

ARTICLE XXV

SAVING CLAUSE

Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however upon such invalidation the parties agree to meet within thirty (30) days and negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVI

DUES CHECK-OFF

Upon notice by the union office of a proper authorization form executed by individual Cement Masons employees, the Employer agrees to deduct union dues from the individual employee's net pay after taxes and remit the same to the Union in accordance with applicable law during the life of this agreement. It is understood that the Employer will remit to the Union the dues deducted each month, in accordance with this Agreement on the remittance forms used for fringe benefit contributions and that the pro-rata cost of such forms and the collection and accounting thereof will be paid by the Union to the appropriate fringe benefit fund administrator. The Union guarantees that the dues collected as called for in this Agreement shall be used for lawful purposes and that the Employer shall be under no obligation to solicit employees for authorization. This procedure shall not be applicable to initiation fees, fines or re-admission fees.

ARTICLE XXVII

GUARANTEE OF AUTHORITY

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

ARTICLE XXVIII

ADOPTION OF THIS AGREEMENT

Section 1. This Agreement shall become effective when signed by the authorized representatives of the signatory parties as listed herein and by the authorized representatives of the signatory unions as set forth in Schedule "C" attached hereto.

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

IN WITNESS WHEREOF, This Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the organization subscribing to this Agreement, and by the OREGON/SOUTHWEST WASHINGTON PLASTERERS & CEMENT MASONS ASSOCIATION, State, District and Joint Councils affiliated with the BUILDING AND CONSTRUCTION TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR, OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION (O.P. & C.M.I.A.) and by the BRICKLAYERS ALLIED CRAFTSMEN INTERNATIONAL ASSOCIATION (B.A.C.I.U.). Local 1 (Cement Masons only), who have signed below.

For the Union:

By Bruce Temple
Date 5/30/06

Bruce Temple, Oregon/Southwest Washington
Plasterers & Cement Masons Association

By Keith Wright
Date 6/12/06

Keith Wright, Bricklayers & Allied Craftsmen - Local 1
(Cement Masons only)

For the Association: General & Concrete Contractors Association, Inc.

By James R. Watts
Date 6/8/06

James R. Watts, Attorney

By Barry Reynolds
Date 6/8/06

Barry Reynolds, Chairman
~~Negotiating Committee~~

By Ross A. Vroman
Date 6/9/06

Ross Vroman, President

SCHEDULE 'A'

WAGE SCALES — JUNE 1, 2006 THROUGH MAY 31, 2009

SEE ARTICLE XII FOR WAGE & FRINGE INFORMATION

BUILDING, HIGHWAY, AND HEAVY CONSTRUCTION WORK

TERRITORY—This Agreement shall cover the entire State of Oregon and the following area in the State of Washington: The counties of Klickitat, Skamania and Clark.

NOTE: It is mutually agreed that any Local Union whose headquarters is outside the territory described herein, but whose jurisdiction is within this territory, shall abide by and be governed by all the terms, conditions and wage rates as contained in this Agreement, when working within this territory.

EFFECTIVE DATE—This Agreement shall become effective as of *June 1, 2006, expiring May 31, 2009.*

OVERTIME RATES—See Article X for details.

HEALTH and WELFARE—*Six Dollars and Eight-five Cents (\$6.85)* per compensable man-hour actually worked. See Article XIV for details.

PENSION—*Four Dollars and Twenty Cents (\$4.20)* per compensable man-hour actually worked. See Article XIII for details.

APPRENTICESHIP and TRAINING—*Fifty-five Cents (\$.55)* per compensable man-hour actually worked. See Article XV for details.

VACATION—*Two Dollars and no Cents (\$2.00)* per compensable man-hour actually worked. See Article XVI for details.

APPRENTICE RATES—Apprentice wages shall be paid on the following basis, effective June 1, 2006

1st 1000 hours	55% of Journeyman Rates
2nd 1000 hours	65% of Journeyman Rates
3rd 1000 hours	75% of Journeyman Rates
4th 1000 hours	85% of Journeyman Rates
5th 1000 hours	90% of Journeyman Rates
6th 1000 hours	95% of Journeyman Rates

Any apprentice working under Classification II and III shall receive full differential pay for each such Classification. The Apprentice percentage will not apply to his benefits or vacation.

CONSTRUCTION MANAGEMENT FUND—*Two Cents (\$.02)* per compensable man-hour. See Article XVII for details re: maximum contribution per contract year.

Guarantee the protection of existing wage/fringe packages in effect for all work currently in progress or bid or negotiated prior to June 1, 2006; list of projects covered to be provided to union.

NOTE: Craft jurisdiction is neither determined nor awarded by classifications appearing in any GCCA-Labor Agreement

CLASSIFICATIONS

GROUP NO. I	Base Wage: \$25.59	Effective: 6/1/06 to 5/31/07	
	6/1/06	6/1/07	6/1/08
	\$25.59	+1.23	+1.21

Cement Mason Journeyman:

Includes but not limited to:

- Cement Mason, hand chipping and patching, grouting and end pointing all concrete.
- Screed Setter, including screed pins.
- Plugging, filling Sheet Bolt Holes.
- Dry Packing Concrete including Embraco
- Curb Form and Plank Setter, including setting of lines, stakes and grades.

GROUP NO. II* — 2% above the base rate shown in Classification I for this entire Group.

Cement Masons installing:

- A) Magnesium oxychloride cement composition (magnesite)
- B) Asphalt Mastic composition and acrylic color coats
- C) Epoxy and other resinous toppings
- D) Elastomeric waterproof membranes and latex mastic systems incorporating them

- Cement Masons Floating & Troweling Machine Operator
- Curb and Gutter Machine Operator (cement only)
- Clary, Texas Screed and Similar Type of Screed Operator
- Grinding Machine Operator
- Jackson Vibratory and Similar Type Screed Operator
- Cutting, Scoring and Sawing New Concrete
- Sand-Blasting
- Power Chipping and Bush Hammer
- All Imprinting and Stamping of Concrete
- Injection of Epoxy or similar materials

GROUP NO. III* — Cement Masons on Suspended, Swinging and/or Hanging Scaffold, shall receive two percent (2%) above base rate shown in Classification Group No. I.

* (If an employee is doing both Classifications II and III, he shall receive four percent (4%) of the Base Wage shown in Classification No. I)

SCHEDULE A — An Employee shall receive for the full shift the highest rate of pay for the Classifications assigned to him.

FOREMAN: The Employer has the right of choosing his foreman who must be a member of the Cement Masons Union and shall be a qualified Cement Mason Journeyman. When three (3) or more Cement Masons per operation are employed on a job, one must be employed as Foreman and shall receive Foreman's scale of wages and use tools of the trade. Foreman must be present while work is being performed on each particular job where three (3) or more Cement Masons are employed on each operation. A foreman may cover several operations.

NOTE: (When a single journeyman is employed, the contractor may apply the Foreman's rate.)

FOREMAN RATE: \$1.00 over base rate for six (6) Cement Masons
 \$3.00 over base rate for greater than six (6) Cement Masons (6+1 Foreman = \$3.00)

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

In the event an individual Contractor bids a public job or project being awarded by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public law 88-349 whose regulations are contained in

29 CFR Parts 1,3,5, and 7, and which determinations are published in The Federal Register), or by the Commissioner of the Oregon Bureau of Labor and Industries (pursuant to ORS 279.348 to 279.361) or by the Director of the Washington Department of Labor and Industries (pursuant to RCW 39.12.010 to RCW 39.12.900), **THE PREDETERMINED WAGE AND FRINGE RATE SHALL APPLY FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF THE BID WITH MAINTENANCE OF BENEFITS NOT TO EXCEED \$.50 FOR THE 24-MONTH PERIOD.** At the end of the 24-month period, wages and fringes will be paid at the current rates under the contract for the duration of the agreement.

In the event a Contractor utilizes this Article on a job or project whose duration is longer than the duration of this agreement, the Contractor shall enter into a project agreement for the duration of the job or project, but not to exceed 24 months from the date of bid, with maintenance of benefit not to exceed \$.50 for the 24-month period. The project agreement shall incorporate the terms and conditions of this agreement. At the end of the 24-month period, wages and fringes will be paid at the rates negotiated for the new agreement.

TRAVEL PAY, TOLL FEES, AND PARKING

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

FOR THE FOLLOWING CITIES:

Bend	Portland	Medford
Corvallis	Salem	Eugene
The Dalles	Vancouver	

1. All jobs or projects located **WITHIN 30 MILES** of the respective city hall of the above mentioned cities shall receive the basic rate of pay for all classifications **(Zone A)** as listed in **Schedule "A"**.
2. All jobs or projects located **MORE THAN 30 MILES** and less than 40 miles from the respective city hall of the above mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by **\$.65 per hour.**
3. All jobs or projects located **MORE THAN 40 MILES** or less than 50 miles from the respective city hall of the above mentioned cities shall receive

Zone "C" allowance. The basic rate of pay shall be increased by **\$1.15 per hour.**

4. All jobs or projects located **MORE THAN 50 MILES** and less than 80 miles from the respective city hall of the above mentioned cities shall receive Zone "D" allowance. The basic rate of pay shall be increased by **\$1.70 per hour.**

5. All jobs or projects located **MORE THAN 80 MILES** from the respective city hall of the above mentioned cities shall receive Zone "E" allowance. The basic rate of pay shall be increased by **\$3.00 per hour.**

Note: When suitable arrangements for daily transportation of an employee are made by the Employer at no cost to the employee and the employee avails himself of this opportunity, no zone pay shall be paid.

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

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

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

(C) The Employer agrees to **PAY TOLL FEES ON BRIDGES AND FERRIES** provided the employees shall furnish receipts for same. *On jobs where employees are required to pay for parking the employer agrees to reimburse each employee up to \$16.00 per day provided employees shall furnish parking receipts.*

Parking reimbursements will remain the same for duration of contract

SCHEDULE 'B'

GENERAL AND CONCRETE CONTRACTORS ASSOCIATION, INC.

Skanska USA Building Inc — Oregon Division

PO Box 767
Beaverton, OR 97075
(503) 641-2500

Howard S. Wright Construction Co.

425 N.W. 10th Ave. Suite 200
Portland, OR 97209
(503) 220-0895

Van Lom Concrete

5536 N.E. 105th Avenue
Portland, OR 97220
(503) 252-3463

Van Lom & Winge

5536 N.E. 105th Avenue
Portland, OR 97220
(503) 252-3463

SCHEDULE 'C'

SIGNATORY UNIONS

Cement Masons Local 555

12812 N.E. Marx Street
Portland, OR 97230
(503) 232-9341

BAC Local 1 (Cement Masons only)

12812 N.E. Marx Street
Portland, OR 97230
(503) 232-0358

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