

# LABOR AGREEMENT

COVERING THE JURISDICTION OF OP&CMIA LOCAL UNION IN THE COUNTIES  
OF LOS ANGELES, INYO, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, IM-  
PERIAL, VENTURA, SANTA BARBARA, SAN LUIS OBISPO, KERN AND SAN DIEGO,  
AND IN ADDITION, RICHARDSON ROCK, SANTA CRUZ ISLAND, ANACAPA  
ISLAND, INCLUDING THE CHANNEL ISLANDS MONUMENT.

Between

WESTERN WALLS & CEILING CONTRACTORS ASSOCIATION, INC  
CALIFORNIA PLASTERING CONFERENCE

And

OPERATIVE PLASTERERS' AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION, AFL-CIO  
LOCAL UNION 200

**August 6, 2008 through July 31, 2012**



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This Agreement entered into the 6th Day of August 2008 by and between designated members of the California Plastering Conference of the Western Wall and Ceiling Contractors Association, Inc., and individual contractors who are signatory hereto, parties to the first part, herein after referred to as Contractors, and Operative Plasterers and Cement Masons International Association Local Union No. 200, the signatory Local Union covering the 12 Southern California Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego, affiliated with the American Federation of Labor-C.I.O., who are signatory hereto for themselves for their craft which has jurisdiction over the work in the territory, parties of the second part, hereinafter referred to as the Union

**WITNESSETH:**

WHEREAS, in an endeavor to stabilize conditions in the Plastering Industry, and for the purposes of affording mutual protection, and to advance the interests of and to produce harmony among the members of the parties hereto and in consideration of mutual covenants herein contained, each to be kept and performed by the respective parties hereto, and in consideration of other good and valuable consideration, both parties mutually pledging that they shall cooperate in good faith to carry out the terms hereof:

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I - SUBCONTRACTING**

The Contractor shall not contract or subcontract any job site work covered by this Agreement except to a person, firm, partnership, corporation or other entity that is signatory to a current, executed agreement with the Union. Each Contractor, at the time of subcontracting, shall notify the Union of the job site, name of subcontractor and expected date of commencement of the contract or subcontract. Each Contractor shall be responsible for the payment of all wages and fringe benefit contributions accruing at the job site for his subcontractors and their subcontractors performing work covered by this Agreement, any delinquency within ninety (90) days of completion of the job. The Plastering Contractor shall be responsible for the erection of all ornamental work under his contract.

**ARTICLE II - UNION RECOGNITION**

The exclusive bargaining rights are to be vested in the signatory parties to this Agreement up to and including August 1, 2012

**ARTICLE III - HIRING PROCEDURE**

In the employment of plasterers for all work covered by this Agreement, the following provisions shall govern:

**SECTION 1 Labor Market Area**

Labor market areas shall be defined as Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego,

and in addition, Richardson Rock, Santa Cruz Islands, Anacapa Island, including the Channel Islands Monument.

**SECTION 2. Transfer of Employees within Labor Market Area**

Contractors shall have entire freedom of selectivity, and shall be permitted to transfer their Journeyman Plasterers from one job to another into or within any labor market area, provided that on any job where four (4) or more Plasterers, at least one (1) Plasterer must have been hired from the Local Union referral list.

**SECTION 3. Discrimination**

The application and interpretation of all of the provisions of this Contract shall be that the Contractor and the Local Union will not discriminate against any Employee or applicant for employment because of race, color, religion, age, sex, or national origin Applicants for employment and employees are to be treated without regard to their race, color, religion, age, sex, or national origin. Such action shall include, but not be limited to, the following: Employment; up grading; demotion; termination or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Neither party shall be liable for the discriminatory acts of the other party.

**SECTION 4. Employment List**

The Local Union shall establish and maintain open and non-discriminatory employment lists for use of Plasterers desiring employment on work covered by this Agreement within the labor market area. A Plasterer's name shall be entered on said list after he has presented himself to the Union office in the labor market area and presented satisfactory evidence of having had the required minimum number of years experience in the plastering trade or having successfully completed an approved Apprenticeship Training program. Plasterers who so qualify shall have their names entered on the list in the order in which they present themselves for registration.

**SECTION 5. Dispatching**

Whenever the Contractor calls the Local Union for Journeyman Plasterers as herein provided, the Union shall furnish said Journeyman Plasterers from the non-discriminatory list herein provided strictly in accordance with the provisions of this Article Journeyman Plasterers shall be dispatched in the order in which their names appear on the list, so long as they are available for employment and qualified to do the work they are requested for.

**SECTION 6. Job Referrals**

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, nor in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, nor shall there be any discrimination based upon race, religion, age, creed, national origin or sex.

## **SECTION 7. Referral Slip**

For each Journeyman and Apprentice furnished, the Union shall send to the Contractor a written referral slip, showing the last four digits of their Social Security number and indicating there on time and date of referral

## **SECTION 8. Job Start Notice**

The Contractor shall notify the Local Union, by mail, fax or phone, in the area in which any job is performed no sooner than ten (10) days nor later than forty-eight (48) hours prior to the commencement of any plastering work and shall designate the type of construction, number of units and approximately how many Plasterers will be employed on that job.

## **SECTION 9. Employment Appeals Committee**

An Appeals Committee is hereby composed of one member appointed by the Union, one member appointed by the Employer and a public member appointed by both these members. It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of this Section. The Appeals Committee shall have the power, which shall be complied with by the Local Union.

## **SECTION 10. Right of Contractor to Reject Applicant**

The Contractor shall have the right to reject any applicant for employment, provided however, that the Contractor shall be required to pay the minimum of two (2) hours pay to said applicant, (excluding make-up days as described under Article VI), unless applicant fails to appear within a reasonable time, prepared and able to work, and the Union shall not refer any man who has been previously rejected or discharged for cause by the Contractor. In the event such a man is referred and not put to work, he shall not be entitled to any compensation as provided in this Section.

## **SECTION 11. Discharge for Just Cause**

The Contractor may discharge any Employee for just cause provided there shall be no discrimination on the part of the Contractor against any Employee by reason of any union activity not interfering with the proper performance of his work.

## **SECTION 12. Union Security**

A. Journeyman Plasterers employed by one or more of the Contractors for a period of seven (7) days continuously or accumulatively from the date of employment or the effective date of this Article, whichever is later, shall be or become members of the Union on the eighth day and shall remain members of the Union in good standing as a condition of employment.

B. In the event that any Journeyman Plasterer or Apprentice fails to tender the initiation fee, or that a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Contractor in writing, and such written notice shall constitute a request to the Contractor to discharge said individual by noon of the following work day, and said Contractor must discharge said employee by noon of the following work day.

## **SECTION 13. Hiring of Apprentices**

Apprentices shall be hired and transferred in accordance with the Apprenticeship

Standards of the State of California unless otherwise specified in this Agreement.

## **ARTICLE IV – BOND**

### **SECTION 1. Posting of Bond**

No bond shall be required to be posted by a contractor except as provided below.

### **SECTION 2. Definitions**

The term “trust funds” refers to the Southern California Plastering Institute Pension Trust, the Southern California Plastering Institute Group Benefit Trust, the Southern California Plastering Institute Apprenticeship and Training Trust, the Southern California Plastering Institute Vacation Administration Trust, the Southern California Plastering Institute Industry Labor-Management Work Preservation Trust and the Southern California Plastering Institute Administrative Industry Fund Trust.

An “active” contractor is a contractor listed as “active” by the trust funds. An “inactive” contractor is a contractor listed as “inactive” by the trust funds.

The word “violation” refers to a determination by the Joint Conference Board that a contractor has violated the collective bargaining agreement and, as a result, owes money for unpaid wages or the contractor owes the trust funds for unpaid contributions due to the trust funds.

### **SECTION 3. Bonds for New Contractors Subject To This Agreement**

Contractors who become bound to this agreement after the beginning date of this agreement must post a bond with the Joint Conference Board. Contractors that are bound to this agreement but that become listed as being in an inactive status, for a period greater than one year, must post a bond with the Joint Conference Board to become an active contractor. The bond required by this Section 3 shall be \$7,500, if posted in cash, or the bond shall have a guaranteed \$15,000 indemnity payment if posted by a surety company on the contractor’s behalf. The bond will remain in effect for three years. A contractor that posted the bond required by this Section 3 will have no further obligation to maintain that bond after three years. However, additional bonds may be required for contractors as provided below in Sections 4, 5, 6 and 7 in this Article.

### **SECTION 4. Bonds for Existing Contractors Found in Violation of Predecessor Agreements**

The Joint Conference Board may require that a contractor post an adequate bond if that contractor has been found in violation of predecessor agreements to this agreement and if any portion of the sum determined to be due by the Joint Conference Board remain unpaid as of the beginning date of this agreement.

### **SECTION 5. Bonds for Delinquent Contractors**

If a contractor owes sums for a past violation occurring before the beginning date of this agreement or if a contractor is hereafter found to be in violation of this agreement resulting from a failure of that contractor to pay wages or sums due to the trust funds, the Joint Conference Board may require that contractor to post bonds as provided below. The amount due as an indemnity payment on a required bond from the surety under this Section 5 shall be

determined by the Joint Conference Board as follows. The Joint Conference Board may impose a bond providing for indemnity for violations in an amount as determined by the Joint Conference Board which indemnity amount will not exceed twice the amount of money that the contractor is found to be in violation of this agreement due to that contractor's failure to pay sums required for wages and/or to the trust funds, or for more as allowed in Section 6 below. A bond can be required for up to three years in duration from the date the bond is first posted, or for a longer period as provided in Section 6 below.

In the event of multiple violations by the contractor, the contractor may satisfy the bonding requirements as to all violations by posting one or more bonds which, taken together, are in a sufficient amount and of a sufficient duration to satisfy the total bonding requirements established by the Joint Conference Board for the contractor.

The Joint Conference Board may adjust the amount of the bond(s) required, from time to time, as to each contractor that is required to post a bond based on that contractor's payment, or failure to pay, further contributions to the trust funds as such become due.

#### **SECTION 6. Additional Bonding Requirements as to Contractors Posing Great Risk to the Trust Funds**

The Joint Conference Board may, by unanimous vote of those present and voting, waive the limitations that bond(s) have an indemnity payment of no more than twice the amount of money that the contractor is found to owe as a result of the contractor's violation(s) of this agreement and the Board may waive the requirement that the bond(s) be required for no longer than three years if such waiver(s) are deemed necessary to protect the trust funds from loss. In the event of such a waiver(s), the Joint Conference Board may require bond(s) of a greater amount and for a longer period.

#### **SECTION 7. Successor relationships**

An additional bond may be required of a contractor not in violation of this agreement if that contractor becomes associated with a person or persons who have previously, or who currently are, acting as a principal or managing individual of another contractor that has an unpaid monetary obligation as a result of violations of this agreement or any of its predecessor agreements. The additional bond may be required when the following conditions exist. One, the principal or managing individual becomes an owner, partner, joint venture or a managing person of the contractor not in violation of this agreement. Two, the contractor not in violation of this agreement has actively conducted a plastering business for less than three years. If these conditions are met, the Joint Conference Board, by unanimous vote of those present and voting, may require that the contractor not in violation of this agreement post an adequate bond in an amount and for a time as determined by the Board.

#### **SECTION 8. The Form of Bonds**

Each bond required shall be in a form approved by the Joint Conference Board and shall be subject to assessment for nonpayment of amounts due for wages, and for sums found to be to the trust funds, including the payment of liquidated damages and interest assessed by the Joint Conference Board, and for employee benefits as provided in Article VI paragraph C of the Southern California Plastering Institute Group Benefit Trust Agreement. A contractor required to post a bond shall do so within ten (10) business days of being re-

quired to furnish the bond.

**SECTION 9. Association Bond**

As of the effective date of this agreement, no bond will be furnished for contractors by the Western Wall and Ceiling Contractors Association, Inc.

**SECTION 10. Bonding of Other Entity**

In the event that any Contractor covered by this Agreement changes the legal entity of his business without notifying the Union and posting a new bond, the posted bond of the Contractor shall be liable for assessment for the delinquencies of the new legal entity for failure to make the payments enumerated in Sections 3, 4, 5, 6, and 7 of this Article.

**SECTION 11. Levy of Bond**

The Joint Conference Board or Trustee shall have the right to hear and determine and levy on all bonds in all matters concerning this Agreement in the manner provided for in Article XII hereof.

**SECTION 12. Bond Levy for Wages**

The Joint Conference Board shall not be required to assess any bond for the payment of wages that are due and payable to an employee under the terms of this Contract for any period prior to twenty-one (21) days immediately preceding the submission of said claim for unpaid wages to the Joint Conference Board.

No bond shall be assessed for nonpayment of a wage check unless said check is deposited, negotiated or attempted to be deposited or negotiated within fourteen (14) days from the date said check is delivered to the employee.

**SECTION 13. Terms and Conditions of Deposit**

All bonds shall be subject Institute shall be subject to all of the terms and conditions as set forth in this Agreement.

**SECTION 14. Cash Bond**

A. A cash Bond once deposited must be refunded 90 days after this Agreement has been terminated, or upon application to the Joint Conference Board after satisfactory proof that the Contractor is no longer contracting within the jurisdiction of the Local Union signatory hereto.

B. Upon application and satisfactory proof to the Joint Conference Board, the principal of the bond shall be refunded at the end of the yearly quarter.

C. No bond shall be required to be refunded sooner than sixty (60) days after application to the Joint Conference Board or after an audit of all business records, books, and reports pertaining to wages or fringe benefits if so demanded by the Joint Conference Board or any Trust provided for in this Agreement.

D. The Joint Conference Board or Trustee designated by the Joint Conference Board shall have the authority to deposit all or any part of said funds so received in a savings or commercial bank account together with funds received from other Contractors on the Joint Conference Board, or Trustee designated by the Joint Conference Board, and shall have the authority to invest not more than seventy-five percent (75%) of said funds together with funds

received from other Contractors in United States Government Bonds, certificates of deposit, insured savings and loan associations or such investments approved for Trust funds.

E. The Joint Conference Board or the Trustee, as the case may be, shall collect all income received by reason of interest or otherwise derived from the investment or deposit of said funds.

F. The income shall be disposed of as follows: payment of all expenses for administration of said bond fund, and payment of taxes of all kinds.

G. The depositing Contractor shall bear the tax assessment on capital gains on his proportion of said fund, if any, and shall also pay any other taxes levied on his proportionate share of said fund, if any.

H. A valuation of the principal fund shall be made quarterly to determine gain or loss affecting the Contractor's deposit.

I. The Trustee, if acting at the designation of the Joint Conference Board, shall disburse the principal or any portion thereof at the direction of the Joint Conference Board, and in order to pay any Contractor's obligations as hereunder stated, said disbursements by the Joint Conference Board shall be made in the amounts and to the payee as directed.

J. The refund of the Contractor's deposit upon direction of the joint Conference Board shall be less any authorized principal disbursements, after which the balance would be revalued according to the profit or loss indicated by valuation of the principal fund.

## **ARTICLE V - WORK JURISDICTION**

### **SECTION 1. Award of Work Jurisdiction by Building Trades**

All Parties hereto agree that all Plasterers shall be employed by the Contractors in accordance with the provisions as set forth in this Agreement, for all work pertaining to the various crafts or trades, normally done by Plasterers in those crafts or trades, the jurisdiction of which has been, or may, from time to time be awarded to them by the Building and Construction Trades Department of the American Federation of Labor and any Federal agency.

### **SECTION 2. Work Jurisdiction**

The Plasterers work jurisdiction shall include:

A. All interior or exterior plastering using gypsum plaster, portland cement plaster (accepting portland cement bases 6 inches (6") or lower), stucco, radiant heat fill material, marble-Crete, imitation brick or masonry, embedding of chips and stones, the finishing of same and any mortars applied by the normal methods used by plasterers. This Agreement shall not supersede existing jurisdictional agreements between the signatory Unions and other crafts.

B. Corner beads when stuck on.

C. The bonding and scratching of all ceilings and walls to receive terrazzo and tile, and the bonding, scratching and browning to receive thin set tile.

D. The waterproofing of plaster including such materials as Thoroseal and Ironite.

E. The application of bond coat plasters, bond dash coats and bonding agents to which plaster is to be applied regardless of tools used, method of application, and color of material or type of base to which it is applied.

F. The sticking, nailing, and screwing on of all plaster caps and ornaments.

G. All molding runs in place. The making of all templates and the horsing of molds for interior and exterior work. The sticking in place of all staff work and plaster enrichments.

H. The application of materials used for contact fireproofing, fireproofing, acoustical finish, or decorative finish.

I. Plasterers shall have autonomy governing the mixing and applying of all materials used for plaster patching.

J. The initial cleaning of areas immediately adjacent to the plastering and concurrent with the plastering operation.

K. The installation of Exterior Insulation Finish Systems (EIFS), starting with the foam.

L. The Employer recognizes the right of Employees covered by this Agreement to service themselves.

M. The carving or texturing of "positive" rock and other theme work created from gypsum, portland cement, or acrylic plaster.

## **ARTICLE VI - WAGES AND HOURS**

### **SECTION 1. Regular Work Week and Overtime Definition**

A. The regular workweek shall be established as eight (8) hours per day beginning on Monday and ending on Friday. The workday shall consist of any continuous eight and one-half (8 1/2) hour period inclusive of a one-half (1/2) hour lunch break beginning no earlier than 4:00 A.M. and ending no later than 6:00 P.M., unless written authorization is first obtained from the Union to begin or end earlier or later. All work performed after the first eight (8) hours on any regular workday shall be paid at one and one-half (1 ½) times the normal rate of pay.

B. All work performed on Saturday shall be paid at one and one-half (1 ½) times the normal hourly rate of pay, except on make-up days allowed under this Agreement. All work performed after the first eight (8) hours on Saturday shall be paid at double the normal hourly rate of pay. For all work performed on Sundays and Holidays, the double time rate shall apply.

C. **Make-up Days** in the event, due to inclement weather or similar Act of God, or situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay. The payment of show-up pay due to inclement weather or similar Act of God, to any employee covered by this Agreement, will not be counted as hours worked for calculating overtime over forty(40) hours only on make-up day situations. It is agreed that the utilization of make-up days payable at straight-time rate of pay, will only be utilized if the union tending the plasterer is also working at the straight-time rate of pay. The Contractor will make an attempt to notify Plasterers' local #200 within 24 hours.

D. **The Alternative Work Week:** an alternative workweek may be established by the contractor consisting of four (4) consecutive days with ten (10) hours per day, excluding Public Works as stated in the Labor Code per section 1811. Contractor shall notify Local

#200 no less than twenty-four (24) hours prior to commencement of implementing the Alternative Work Week and the structure of the Alternate Work Week. Any four (4) consecutive days between Monday and Friday on a regular workweek constitutes an Alternative Work Week. The alternative workweek shall not be considered special shift work or overtime. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays, and holidays. One meal period of thirty (30) minutes shall be commenced before the fifth hour of work has been completed and one (1) break not to exceed ten (10) minutes in the morning and one (1) break not to exceed ten (10) minutes in the afternoon. The Foreman shall reasonably schedule meal periods and breaks to meet operational needs.

### **SECTION 2. Lunch Break**

Same as six basic trades, with ½-hour stoppage for lunch.

### **SECTION 3. Meal Break on Overtime**

On all jobs where overtime is allowed, Employees shall not work more than four (4) hours without a break of at least thirty (30) minutes duration.

### **SECTION 4. Special Shift Work**

A Special Shift (single shift) - when remodeling or alteration work cannot be performed on the regular day shift because establishments cannot suspend business operations during the day, then the Contractor, prior to starting the job, shall notify the Union that he will work a special (single) shift. Plasterers shall receive 8 hours pay for 7 hours work. If less than a full shift is worked, the pay rate shall be 8 pay units for every 7-time units worked prorated for the portion of the shift worked.

If a plasterer has worked a regular day shift and is required to work a special shift in the same day, the special shift work shall be at the overtime rate.

A. Request must be made to the Union in advance. Men to work on this shift must be identified by name and they may not work any other shift that day.

B. Special Shift (multiple shifts) - On jobs where multiple shifts operate, the following shall prevail:

- First or regular day shift-8 hours work with 8 hours pay (working hours as specified in this Agreement).
- Second Shift-7 hours work with 8 hours pay.
- Third Shift-6 hours work with 8 hours pay.
- Multiple shift work may be established only on those jobs where the multiple shifts will work not fewer than 5 consecutive working days.

Where any Contractor elects to work shift work under this Agreement, any work performed by an Employee before the start of and in addition to his regularly assigned shift or following the conclusion of his regularly assigned shift, such work shall be construed to be overtime work for all purposes of this Agreement.

When an Employee is required to work overtime on special shift work following a regularly assigned shift, provisions will be made by the Employer for a meal for that Employee

prior to starting the overtime work, provided the duration of the overtime work is expected to exceed two hours. In no event shall the regular working hours of the different multiple shifts overlap. Approval must first be obtained from the Union prior to starting multiple shift work. A Plasterer may work only one shift in one day at the straight time or reduced hours rate; otherwise time and a half (1 ½) rate will apply.

**SECTION 5. Cleanup Time**

Fifteen (15) minutes prior to quitting time shall be allowed for employees to clean tools and leave their work in a professional manner, and ready to leave the job at quitting time, except as otherwise herein provided.

**SECTION 6. Coffee Break**

There shall be a ten (10) minute coffee break at any time before noon.

**SECTION 7. Wage and Fringe Benefit Rates**

Effective August 6, 2008 the wage scale shall be as indicated in the table listed below, with future increases to be allocated to wages and or fringe benefits by the Union. The Union shall give the Contractor thirty (30) days notice of the future allocation.

**SECTION 7A. Optional 5<sup>th</sup> Year Wage Agreement  
between WWCCA and Plasterers' Local #200  
(Agreement years August 6, 2008 thru July 31, 2012)**

The WWCCA may, between 180 days (**February 1<sup>st</sup> 2012**) and 91 days (**April 30, 2012**) before the expiration date of the agreement, elect to accept this 5<sup>th</sup> year option agreement for \$2.25 per hour for an additional year extending the agreement to August 6<sup>th</sup> 2013. Should the WWCCA choose not to use this 5<sup>th</sup> year option, the agreement will expire normally at the end of the regular agreement on July 31, 2012. Acceptance of this 5<sup>th</sup> year option shall be in writing and submitted timely by the WWCCA to Plasterers Local 200.

**SCHEDULE "A"**

Classification	Base Wage	DCO	Int'l 1%	Vac.	Taxable Wage	Group Benefit	pension	Vac. Admin	Apprent Training	Work Pres	Promo Admin	Total
Foreman	31.86	1.36	0.44	3.00	36.66	5.48	2.71	0.01	0.44	0.20	0.45	45.95
Journeyman	29.86	1.36	0.44	3.00	34.66	5.48	2.71	0.01	0.44	0.20	0.45	43.95
6 <sup>th</sup> Period 90%	26.87	1.22	0.34	3.00	31.44	5.48	2.71	0.01	0.44	0.20	0.45	40.73
5 <sup>th</sup> Period 80%	23.89	1.09	0.34	3.00	28.32	5.48	2.71	0.01	0.44	0.20	0.45	37.61
4 <sup>th</sup> Period 70%	20.90	0.95	0.34	3.00	25.19	5.48	2.71	0.01	0.44	0.20	0.45	34.48
3 <sup>rd</sup> Period 60%	17.92	0.82	0.34	3.00	22.07	5.48	2.71	0.01	0.44	0.20	0.45	31.36
2 <sup>nd</sup> Period 50%	14.93	0.68	0.34	3.00	18.95	5.48	2.71	0.01	0.44	0.20	0.45	28.24
1 <sup>st</sup> Period 45%	13.44	0.61	0.34	3.00	17.39	5.48	-	0.01	-	-	-	22.88
August 5, 2009 - \$2.00 Allocated by Union												
August 4, 2010 - \$2.00 Allocated by Union												
August 3, 2011 - \$1.75 Allocated by Union												

1. Foremen must receive not less than two dollars (\$2.00) per hour above Journeymen's scale provided the Foreman have a current First-Aid/CPR certification.

2. Plasterers shall receive an additional one dollar (\$1.00) per hour as premium risk pay for work done on scaffolds suspended by cable or rope. Elevator shafts and stationary suspended platforms 20' x 20' or larger, designated for interior ceiling work, shall not be subject to the premium risk pay rate.

3. Contractors shall not be required to pay any fringe benefits except Group Benefit Vacation and Vacation Administration contributions on Apprentice employees for the first 1,000 hours of apprenticeship.

4. All industry fringes and contributions incidental to this Agreement shall always be paid at the straight time rate.

5. Upon authorization as required by law, the Contractor agrees that he shall deduct the sum of one dollar and thirty-six cents (\$1.36) from the wages of each employee covered hereby, as hereinafter described, for each hour worked or paid for in each payroll period commencing August 6, 2008, as working dues, accruing to the Plasterers' Local Union.

6. Upon authorization as required by law, the Contractor agrees that he shall deduct an amount equal to one percent (1%) of the total package (wages plus fringes, including but not limited to pension, health and welfare and training) for each hour worked for each employee covered by this Collective Bargaining Agreement. These International working dues shall be accepted by the Southern California Plastering Institute, Inc. from Employers whom are signatory to this agreement, shall also accept from government or public agencies, city, county, state, or federal or any Employer of Plasterers' who are not legally permitted to sign collective bargaining agreements.

Remittance shall be monthly by each Employer to Southern California Plastering Institute, Inc. with such forms as the Southern California Plastering Institute, Inc. designates. In the event of the commencement of any legal, equitable, or administrative action in connection with collection of delinquent fringe benefit contributions, the International shall pay a percentage of the costs involved with such collections as the International working dues. Remittance of the International working dues to the International Association, AFL-CIO shall be identical to the time frame of Local #200's working dues remittance.

A. Remittance shall be made not less than four (4) times per year. For all dues transmitted by the Contractor for each employee for which written authorization has been provided in a timely fashion.

B. The Union shall bear the entire responsibility for the furnishing of the written authorization referred to above. All costs, expenses, and fees incidental to the receipt, administration, and remittance to the Union of the working dues payments from the Employers' shall be borne solely and entirely by the Union.

C. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the Employee, by written notice served upon each of the Contractors for whom he was employed and on the Union for whose benefit he executed such authorization, within

thirty (30) days prior to the anniversary date of the first year or any year thereafter, or prior to the termination of this Agreement, revokes such authorization.

The WWCCA may, at any time during the term of this agreement, increase the hourly contribution to the Administrative Promotion Trust by giving the Union written notice of the effective date of the increase. Any such increase shall be funded by an increase in the amount paid by Employers under the agreement and not from the annual increases already provided in the agreement

#### **SECTION 8. Subsistence and Superannuated Employees**

A. It is mutually agreed between the parties hereto, that payment of piece rates or lumping of work by any manner whatsoever, direct or by subterfuge shall be prohibited.

B. When members of Plasterers' Local 200 are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, plus sixty (\$60.00) per day, to cover expenses from date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff, a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return.

If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a Journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

#### **EXCEPTION:**

On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both. It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

C. Transportation from and returning to the mainland, room and board will be provided for employees required to work on the offshore islands.

D. Upon Agreement between the Union, a journeyman, and an employer, a journeyman plasterer may be classified as a superannuated journeyman and employed at a reduced wage rate no lower than 70% of current journeyman rate.

#### **SECTION 9. Weekend and Holiday Work Permits**

No work shall be performed on Saturdays (except on make-up days per Section 1), Sundays or holidays, without permission having first been obtained by the Contractor or his agent from the Business Representative of the signatory Union, in whose jurisdiction the work

is being performed. All applications for overtime work must be received by the Union prior to 4:00 P.M. on Friday or the regular workday previous to a holiday.

**SECTION 10. Audit of Books and Records**

A. Contractors agree to submit all business records, books and reports pertaining to the payment of wages and fringes including Federal and State payroll tax returns and reports to the Joint Conference Board, or the Trustees of any Trust or their designated auditors or representatives at their place of business within the geographical jurisdiction of this agreement, within twenty-four (24) hours of demand made by the Joint Conference Board or Trustees discretion. The auditor or representative will take his report back to the Joint Conference Board or Trustees for their decision. If the contractor is delinquent, he shall, in addition to paying the delinquency, stand the expense of auditing, except if the delinquency is of a minor nature, in which case the payment shall be at the Trustees. If found not to be delinquent, the expense of the audit shall be borne by the Trusts so demanding the audit.

B. The Employer expressly waives the provisions of Sections 19282 and 19283 of the California Revenue and Taxation Code Sections and 1094 and 2111 of the California Unemployment Insurance Code and Sections 6103, and 7213 of the Internal Revenue Code.

**SECTION 11. Proof of Insurance**

The individual Contractor shall file with the Union his FICA identification number and unemployment insurance account number, and shall provide current certificate of worker's compensation insurance. The Contractor shall provide proof of Worker's Compensation Insurance coverage at his place of business within 24 hours after demand by the Union.

**SECTION 12. Express Waiver of Sick Leave Laws**

The bargaining parties expressly, clearly, and unambiguously waive the right to paid sick leave under any Federal, State, or local statute or ordinance (including, but not limited to the pending AB 2716), to the fullest extent permitted by law.

**ARTICLE VII - FRINGE BENEFITS**

**SECTION 1. Payments to Fringe Benefit Trust Funds**

A. It is agreed that the Southern California Plastering Institute trust, the Southern California Plastering Institute Group Benefit Trust, the Southern California Plastering Institute, Inc., the Southern California Plastering Institute Pension Trust, the Southern California Plastering Institute Apprenticeship and Training Trust, the Southern California Plastering Institute Vacation Trust and Vacation Administration Trust, the Southern California Plastering Industry Labor-Management Work Preservation Trust, and the Southern California Plastering Institute Administrative Industry Fund Trust shall be continued by the presently acting Trustees, in the same manner and form as set forth in previous contracts, amendments, and modifications thereto, except as modified hereby.

B. The Trusts set forth above shall accept fringe contributions from only those Contractors who are signatory to an Agreement with the Union who is party to this Agreement. These Trustees shall accept fringe benefit contributions from political subdivisions, govern-

mental or public agencies, city, county, state, or federal, or any Employer of Plasterers who is not legally permitted to sign collective bargaining agreements.

C. On a separate report form designated and provided by the Southern California Plastering Institute Trust, Contractors covered by this Agreement shall report a monthly breakdown listing each job or project by address, and listing the hours worked on that job for that report month. Each job worked during that reporting period on which fewer than 40 plasterer man-hours are worked, need not be listed separately, but may be lumped into a miscellaneous listing. Superintendents and other supervisory personnel whose work is spread over several jobs each day shall be shown as a supervision listing.

D. Upon request from the Trustees of the Southern California Plastering Institute, Inc., the Employer shall present all his business records pertaining to reports, payments for labor or fringe benefit contributions, which shall include, without limitation, all time cards, payroll ledgers, quarterly payroll tax returns to the State and Federal authorities, cash disbursements journal, Worker's Compensation reports, canceled checks and/or invoices in connection with individual items, and any and all other records relevant to the enforcement of the Agreement. Said records shall be subject to examination by representatives or auditors elected by the Trustees.

## **SECTION 2. Southern California Plastering Institute Trust**

The Southern California Plastering Institute Trust, herein referred to as the Institute Trust, shall continue in existence for the purpose of collecting such sums as are due to various Trusts which are part of this Agreement, and to pay over to said Trusts such sums as are collected. The Trust Agreement of the Southern California Plastering Institute, Inc., as amended and modified, is made a part hereof as though fully set forth herein.

## **SECTION 3. Southern California Plastering Institute Inc. Group Benefit Trust**

A. The Trust Agreement of the Southern California Plastering Institute Inc., as amended and modified, as a part hereof as though fully set forth herein.

B. Effective August 6, 2008, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute Inc. Group Benefit, or its order, the sum of five dollars and forty-eight cents (\$5.48) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute Inc. may require payments to be made directly to it or may designate by written order an agent for deposit or collection. In the event no such agent or depository is named, said sums shall be paid to the Southern California Plastering Institute, Inc. for the benefit of the Southern California Plastering Institute Inc.

## **SECTION 4. Southern California Plastering Institute, Inc.**

The corporate organization known as Southern California Plastering Institute, Inc. exists under its current Articles of Incorporation and by-laws. Said entities, and functions conducted thereby, are being merged into the Southern California Plastering Administrative Fund (section 7). Once the merger has been completed, the provisions as to Southern California Plastering Institute, Inc. shall apply to said successor entity.

## **SECTION 5. Southern California Plastering Institute Pension Trust Fund**

A. The Trust Agreement of the Southern California Plastering Institute Pension Trust Fund, as amended and modified, is made a part hereof as though fully set forth herein.

B. Effective August 6, 2008, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc.; the sum of two dollars and seventy-one cents (\$2.71) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute, Inc. may require payments to be made directly to it or may designate by written order an agent for deposit or collection. In the event no such agent or depository is named, said sums shall be paid to the Southern California Plastering Institute Inc.

D. If during the life of this Agreement, the parties approve the terms and conditions to create a supplemental "Defined Contribution" pension plan, then all such adopted language shall be incorporated into and become part of this Agreement.

**SECTION 6. Southern California Plastering Institute Apprenticeship and Training Trust**  
The Trust Agreement of the Southern California Plastering Institute Apprenticeship and Training Trust, as amended and modified, is made a part hereof as though fully set forth herein.

B. The Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the southern California Plastering Institute Apprenticeship and Training Trust the sum of forty-four cents (.44¢) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute, Inc. may require payments to be made directly to it or may designate, by written order, an agent for deposit or collection. In the event no such agent or depository is named, said sums shall be paid to the Southern California Plastering Institute, Inc., for the benefit of the Southern California Plastering Institute Apprenticeship and Training Trust.

**SECTION 7. Southern California Plastering Institute Administrative Trust Fund**

A. The Southern California Plastering Institute Administrative Industry Trust Fund is made a part hereof, as amended or modified, as though fully set forth herein.

B. Effective August 6, 2008, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute Inc., or its order, the sum of forty-five cents (\$0.45) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute Inc. may require payments to be made directly to it or may designate by written order an agent for deposit or collection.

**SECTION 8. Southern California Plastering Institute, Inc. Labor-Management Work Preservation Trust**

A. The Southern California Plastering, Inc., Labor-Management Work Preservation Trust is made a part hereof, as amended or modified, as though fully set forth herein.

B. Effective August 6, 2008, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc., or its order, the sum of twenty cents (.20¢) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute, Inc. may require payments to be made directly to it or may designate by written order an agent for deposit or collection.

**SECTION 9. The Southern California Plastering Institute Vacation Trust and Vacation Administration Trust**

A. The Southern California Plastering Institute, Inc., Vacation Trust and Vacation Administration Trust is made a part hereof, as amended or modified, as though fully set forth herein.

B. Effective August 6, 2008, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc., or its order, the sum of three dollars (\$3.00) to the Vacation Trust Fund, and one cent (.01¢) per hour to the Vacation Administration Trust Fund for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

C. The Southern California Plastering Institute, Inc. may require payments to be made directly to it or may designate by written order an agent for deposit or collection.

D. Article VII of the collective bargaining agreement is modified to vest authority in the trustees of the Southern California Plastering Institute Vacation Trust to permit multiple payments to plan participants during a calendar year. In the future, the trustees shall have the discretion to make payments due to plan participants in one or more payments during any calendar year.

**SECTION 10.**

All Trusts referred to above shall accept contributions from government agencies.

**SECTION 11.**

Should during the life of this Agreement the actuary/consultant for the Southern California Plastering Institute, Inc., report to the Board of Trustees, that insufficient monies are being contributed to maintain the health and welfare payments under the Group Benefit Plan or for pension benefits under the Pension Plan, which would cause such benefits to be less than the benefit levels existing at the time of the actuarial/consultant report, the Joint Labor and Management Negotiating Committee shall reallocate wages, pension or group benefit contributions required under this Agreement, to the Group Benefit or Pension Trust Funds in such amounts necessary to maintain those benefit levels.

**ARTICLE VIII - WORKING RULES**

**SECTION 1. Standard and Quality of Work**

All work done under this Agreement shall be done in accordance with the applicable Federal, State, County and local building codes and the quality of the work shall be of a standard that will promote the use of plaster.

**SECTION 2. Foreman**

A. The selection of Plasterer Foreman shall be entirely the responsibility of the Employer, provided he uses a qualified Journeyman Plasterer. A Foreman who has worked continuously as a Foreman for the same Employer for a period of not less than one year may continue to receive his regular Foreman's pay while working with the tools under another Foreman for a period not to exceed thirty (30) working days. At the expiration of this period, his pay shall revert to the negotiated rate of pay.

B. On all work where three (3) or more Plasterers are employed on a job, one man must be Foreman and must be a member of O.P.C.M.I.A. No more than one principle of a contracting firm may work with the tools of the trade. No Employee shall take orders from anyone except the employer in person or his authorized Foreman.

### **SECTION 3. Holidays**

The following holidays shall be paid for at two times the regular hourly straight time: New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day, the day after Thanksgiving, Veterans Day, and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday.

### **SECTION 4. Payment of Wages**

A. Contractors agree to pay Plasterers on the job on Friday of each week not later than fifteen (15) minutes prior to quitting time, by payroll check cashable immediately, such payment to include a statement showing Contractor's name and address, pay period covered, amount of wages and amounts of deductions. In the event a Plasterer is laid off or discharged, he shall be paid in full thirty (30) minutes in advance of the time his services are thus discontinued. Any Plasterer who is covered by this Agreement, who is compelled to wait for his money through the fault or inability of Contractors to pay at the above-stated time, shall be paid waiting time at the regular rates of pay but not less than two (2) hours if not paid in accordance with this Article VIII. A bad check shall be considered non-payment of wages. No Plasterers shall be allowed to work for any Employer who is in violation of this Section. Employers shall be obligated to mail checks for wages due in full on the following payday but not later than seventy-two (72) hours upon Plasterers quitting job.

B. In event the Union shall remove Employees from any job in accordance with Article XI, Section 1, A through I and L through U, the contractor shall pay the Plasterers for the remainder of that day. If the Contractor pays under protest, the union shall hold said checks paying for such dispute time until the Joint Conference Board shall make a determination of the dispute and the disposition of said checks.

C. Not more than three (3) days pay shall be retained by a Contractor on any payday.

### **SECTION 5. Payment of Fringe Benefits**

A. All fringe contributions shall be considered delinquent if postmarked later than the 25th day of the month. All fringe benefits shall be paid monthly by a negotiable check to the Southern California Plastering Institute Trust. In the event the Contractor fails to pay, or is in any way delinquent in paying fringes, or wages, he shall thereafter be required to pay all fringes weekly by certified check, cashier's check or money order for a period of ninety (90) days for each violation. If a Contractor feels that extenuating circumstances exist in his case he may request the Joint Conference Board at its next called meeting to relieve him of the requirement to make weekly reports and payments of fringe contributions. In order to be eligible to have his case heard by the Joint Conference Board, the Contractor must comply with the timely and complete weekly reporting and payment requirement until his case is heard by the Joint Conference Board.

B. In the event the contractor fails to pay or is delinquent in paying wages or fringes, he shall be considered in continuing violation of the Agreement until all wages and fringes are paid to date. If, for a period of ninety (90) days, a Contractor makes all reports and payments of wages and fringes and is not late or delinquent in making such payments on a

weekly basis, the JOINT CONFERENCE BOARD may relieve such Contractor of the penalty requirement upon receipt of his written request for relief.

C. When a contractor is required to pay weekly, such payments shall be considered delinquent if post-marked later than Monday of the following week.

D. In the event of the commencement of any legal, equitable, or administrative action in connection with the collection of delinquent fringe benefit contributions, the Contractor involved shall pay, in addition to the delinquent contributions, all collection costs, including but not limited to attorneys fees, property title search fees, court reporters fees, filing fees, the costs of effecting service of papers, the costs of Trust employee time, and other such expenses the Trusts may incur against such delinquent Contractors.

E. All Contractors who issue non-negotiable checks and/or are delinquent in payment of wages or fringes and who are required to post a \$7,500.00 cash bond as provided in Article IV shall thereafter pay by cash or certified check for a period of time as determined by the Joint Conference Board.

#### SECTION 6. Show-up Time

Any Workman or Employee reporting for work at the regular starting time for whom no work is provided shall receive pay for two hours at the stipulated rate and all fringe benefits for his classification for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four hours pay; and all fringe benefits for his classification and, if more than four hours are worked in any one day, shall receive not less than a full day's pay therefore, unless prevented from working for reasons beyond the control of the Employer, including, but not limited by, such factors as Acts of God, inclement weather, completion of the job during the working day, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Employer or his agent. Workmen or Employees referred to the Employer's job who arrive in an unfit condition for work without proper tools, credentials, or who are not ready to go to work or who are not otherwise qualified shall not be paid show up time. The Employee shall furnish the Employer with his current address and phone number, if any. The Employer shall furnish the Employee with the Employer's current address and telephone number at the time of employment. Plasterers who voluntarily quit shall receive pay only for hours worked.

#### **SECTION 7. Production and Tools**

A. The Signatory Contractors and Unions agree that nothing shall be permitted that restricts the production or increases the time in which to do the work, and no limitations shall be placed on the amount of work which an Employee shall perform, nor shall there be any restrictions against any kind of machinery, tools, or labor-saving devices, provided, however, that no Employee shall be required to use any material, tool or labor-saving device which will reduce the quality of work or is injurious to his health and safety. Long handled tools shall not be used for rodding, darbying, troweling, finishing or shaping angles. The nozzle extension of a plastering machine, the wall scraper and the angle tool used to mark a groove in acoustical or simulated acoustical ceiling angles shall not be prohibited.

B. Exception: Long-handled tools may be used on the brown coat of gypsum plaster applied to gypsum lath where the ceiling height is of nominal eight foot six inch (8'6") height.

C. A Journeyman Plasterer or an Apprentice will operate the plastering machine and troweling machine on the same terms and conditions of employment as applied to hand applied work in the territorial jurisdiction of the Local Union. The plaster pump and nozzle shall be within the jurisdiction of the Journeyman Plasterer or the Apprentice.

D. Mortar boards and stands shall be provided on exterior and interior browning on machine-applied jobs. Mortarboard and stand shall be placed on all scaffolds at such intervals as to be handy to work.

E. It shall be the duty of the Employer to furnish Employees with rods, feather-edges, darbies, strips, and rubber floats for the proper execution of their work. The Employer shall also furnish water buckets of not more than fourteen (14) quart capacity. The Employer shall furnish hose and nozzle when such is used in place of a brush for finishing or clean up. The Employer shall furnish all tools for any special textures. In no event shall an Employee be held responsible for any of the Employer's equipment after working hours.

#### **SECTION 8. Use of Employees Equipment and Vehicle**

A. The furnishing and transportation of equipment for machine mixing and application of mortar shall be the sole responsibility of the Employer, and no Employer will rent from any Employee any plaster machine, mixer, troweling machine or other heavy equipment commonly used and furnished by Employer without the prior approval of the Joint Conference Board which will approve such requests were not designed to circumvent the performance of this Agreement.

B. Ten dollars (\$10.00) per day as a truck expense reimbursement shall be paid to Plasterers whose personal truck is requested by the Employer to be used subject to the following:

- (a) When 200 lbs. Or more is hauled.
- (b) The Employee must have a written request slip, form, or note from the contractor or his Foreman requesting use of the man's truck.
- (c) All claims for truck expense reimbursement must be made within two (2) weeks of use of said truck.

#### **SECTION 9. Journeyman Training**

A. Signatory parties agree to use every effort to establish proper training courses so the Journeyman Plasterer may have a full knowledge of the use of all plastering machines.

B. The parties shall establish training courses through the Joint Apprenticeship and Training Committee that will provide training to apprentice and journeymen plasterers in aspects of the industry regarding safety and technology, which the parties agree are now, or may become at some time during the term of this Agreement mandatory skills required of the Employees of the Contractor.

C. Journeymen Plasterers (hereinafter "Journeyman") must obtain and maintain the following certifications: First Aid/CPR, Scaffold User, and OSHA 10-hour. Failure to obtain or maintain certifications will result in a Journeyman either: 1) not receiving any future wage increases until such time as the designated certifications are obtained or 2) have his/her employment terminated at the Contractor's discretion. Journeyman will have until December 31, 2009 to complete the certifications that are listed above. The Union shall not dispatch any

Journeyman that does not complete these certification courses after the dates aforementioned.

A journeyman shall be required to maintain all certifications. If a certification expires, the Journeyman shall have thirty (30) days to bring certification back to good standing. The contractor has the right to refuse or terminate employment of any journeyman who has not completed any of the referenced journeyman upgrade courses/certifications, pursuant to this section.

The parties agree to meet during the term of this Agreement to review the need for additional journeymen upgrading or safety courses. Should the parties agree upon the need for additional courses, then all journeymen employees must complete said training with one (1) year from the time the parties agree upon such additional courses.

D. No fee will be required from any member of the Union who enrolls and successfully completes the referenced journeymen upgrading courses. All expenses including instructors, textbooks, safety equipment, etc., which are incurred in providing these upgrading courses, shall be borne entirely by the Southern California Plastering Institute Apprenticeship and Training Trust.

E. The Joint Apprenticeship Committee shall keep records of each journeyman and apprentice Employee, recording each completed course and making said information available to the Union and the Contractor upon request. All journeymen who have successfully completed the courses as required in this Section shall have the designation of "Master Journeyman" listed on their records, and shall be noted on all referral slips to the Contractor.

#### **SECTION 10. Masking and Covering**

Masking, taping, or affixing other protective materials where plaster application by hand or plastering machine on walls, ceilings, or attachments thereto that Plasterers are required to work or to remove, shall be performed at the same rate as the plastering work is to be performed.

#### **SECTION 11. White Uniforms**

All Journeymen and Apprentice Plasterers are required to wear the standard Plasterers' protective white uniforms. On failure to dress in the proper attire the second day; the Plasterer shall not be permitted to work.

#### **SECTION 12. Parking**

Parking expenses shall be reimbursed when free parking does not exist within three (3) blocks of the job site, providing the employee presents a parking receipt to the Contractor. The Contractor may designate the parking area.

#### **SECTION 13. Scaffolding**

All scaffolding used must comply with minimum State Safety Order requirements. However, on all exterior work, a minimum of twenty-inch (20") wide platform scaffold (double plank) shall be required. On all interior work, where the platform scaffolds is thirty inches (30") or higher, a minimum of a twenty-inch (20") wide platform (double plank) shall be required. On all interior scaffolds, eighteen inches (18") or higher, a step-up shall be provided.

#### **SECTION 14. Safety Equipment**

The Employer shall furnish goggles, safety harness, and respirators to Employees as required by job safety conditions. Items lost or taken by Employees shall be paid for by each such Employee. Other safety equipment which may be required by safety agencies or codes, shall be negotiated by the parties as each comes up, as to who shall furnish it.

## **SECTION 15: Travel**

Employees shall travel to and from their initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. When a contractor is forced, by condition of contract with an owner or general contractor, to have its employees report to a location for mandatory transportation into and out of a project, the Union agrees to negotiate with the Contractor specifically over appropriate travel time pay for the specific project and only after the Union receives such a request before the start of the Contractors portion of work on the project. It is agreed by the parties that these negotiations will be done on a project-by-project basis and the results will not be used as a basis for a Favored Nations grievance by the Association or Contractors signatory hereto. However, employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the off-shore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift of the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

## **SECTION 16. Incentive Pay**

The parties signatory hereto recognize that the wall and ceiling industry is very competitive and that quality production is the competitive edge that contractors subject to this agreement enjoy over non-union contractors. The parties signatory hereby adopt an Incentive Pay Program to further their common goal of increasing quality production and thereby enhancing the continued work opportunities for both parties. By design, this Incentive Pay Program rewards employees covered by this Agreement for their success in achieving production levels that exceed pre-established targets as to a designated scope of work (hereinafter "incentive pay project").

The amount of incentive pay paid to employees for an incentive pay project will be determined by comparing the targeted hours for the incentive pay project to the actual hours worked on the incentive pay project. A calculation will then be made by deducting the actual labor hours worked from the targeted hours for the incentive pay project and if the actual hours worked are less than the targeted hours for the incentive pay project then incentive pay will be paid by the contractor for the incentive pay project. Incentive pay is not, and in no way

shall be construed as allowing for piece work, a substitute for the payment of wages and fringe benefit contributions for all hours worked by employees covered by this Agreement, or a way to circumvent the work jurisdiction covered by this Agreement.

Employers may provide incentive pay to their employees covered by this Agreement pursuant to the following provisions:

A. A Contractor offering incentive pay for a particular project shall notify the Union in writing, within 2 weeks of the start of an incentive pay project. The notification will describe the project to be covered by the Incentive Pay Program and will include project name, project number and complete address of the project. The notification will identify the scope of work on the project that is subject to incentive pay and will provide, in numerical form, the targeted labor hours for the scope of work subject to incentive pay.

B. The Contractor shall maintain labor records for the scope of work identified in its notification to the Union that are sufficient to show actual labor hours worked to accomplish the identified scope of work.

C. Incentive pay shall be calculated by deducting the actual labor hours worked from the targeted labor hours for the incentive pay project and the savings, if any, will be split between the Contractor and the employees covered by this Agreement, who performed the identified scope of work, on a no less than 65% to 35% basis respectively.

D. When incentive pay has been earned, it shall be divided proportionally among the plaster crew that performed the work, based on the hours worked by each plasterer on the scope of work identified in the notification provided pursuant to sub-section A.

E. The Contractor shall pay employees the wage and fringe benefit contribution rates specified in this Agreement for all hours worked on the project and any incentive pay earned shall not in any way reduce their wages and fringe benefit contributions otherwise earned.

F. Incentive Pay shall be distributed by the Contractor no later than the actual collection of retention money for a completed project. The Contractor will use its best effort to locate former employees who earned incentive pay from a particular project and shall solicit the Union's assistance if efforts to locate former employees are unsuccessful.

G. Upon request of the Union, the Contractor shall make available for inspection, its records that demonstrate actual labor hours worked on an incentive pay project for comparison to the targeted labor hours provided pursuant to sub-section A. For purposes of ensuring compliance with this Section C only, the Contractor is obligated to maintain and allow inspection of records that are sufficient to show actual labor hours worked to accomplish the identified scope of work. Such records shall include, but not be limited to, any mathematical calculations made which demonstrate how the incentive pay was calculated and distributed by the Contractor, as-well-as the check numbers issued to each employee that received incentive pay.

These records shall be maintained for no less than a four-year period.

H. Notwithstanding the provisions of Article VII that require the payment of fringe benefit contributions on all hours worked or paid, no such contributions shall be required for Incentive Pay paid in compliance with the provisions of schedule A. Such Incentive Pay shall not be considered compensation for hours worked or paid.

I. Any Contractor who violates the provisions of this Article VIII, by using the incentive pay as a subterfuge for the payment of wages and fringe benefit contributions required by this Agreement or to circumvent the work jurisdiction covered by this Agreement, shall be liable to the Union in damages equivalent to the journeyman hourly wage rate and liable to the Trust Funds in damages equivalent to the journeyman fringe benefit contribution rate, for each hour that was not worked by or properly paid to an employee covered by this Agreement as a result of the violation.

J. Pursuant to Article XII, section 2, the Joint Conference Board shall review the Incentive Pay Program periodically to determine the effectiveness of this Program on an industry wide basis and may suspend or eliminate this Program should they find Contractors are misusing this Program to the detriment of the industry and the integrity of this Agreement.

## **ARTICLE IX - APPRENTICE AND JOURNEYMEN TRAINING**

### **SECTION 1. Rules Governing Apprentices**

Rules governing Apprentice Training and Apprenticeship indenture as prescribed for by State and Federal Apprenticeship standards shall be incorporated as a part of this Agreement in the form of an addendum.

### **SECTION 2. Hiring of Apprentices**

A. The selection, hiring, placing, training, disciplining, wages, hours, and working conditions of Apprentices shall be governed by the Apprenticeship Standards as amended and approved for the Industry by the California State Department of Industrial Relations, Division of Apprenticeship Standards (DAS). These Apprenticeship Standards are hereby made part of this Agreement. The provisions of the Apprenticeship Standards shall be administered, supervised, and enforced by the Joint Apprenticeship Committee and the parties hereto agree to abide by the provisions of the Standards and decisions and rules and regulations of the Joint Apprenticeship Committee. All differences, complaints, and disputes concerning the application and enforcement of any of the provisions of the Apprenticeship Committee after reasonable notice and opportunity to be heard to all interested parties. Also as provided in the Apprenticeship Standards and the State Apprenticeship law, orders or decisions of the Joint Apprenticeship Committee may be appealed to the State Administrator of Apprenticeship and the California Apprenticeship Council. However, in the event any final order or decision in any complaint, dispute, or matter involving the application and enforcement of the Apprenticeship Standards is not complied with, any interested person may apply to the Joint Conference Board for the enforcement of such final order or decision and the exercise of the provisions of Article XII of this Agreement.

B. In such case, the Joint Conference Board shall not review the final order or decision but shall consider only the matter of its exercising its powers under Article XII. The right to apply to the Joint Conference Board for enforcement of any such final order or decision shall be in addition to other enforcement procedures available under the Standards or under the State Apprenticeship Law.

### **SECTION 3. Apprenticeship Standards**

The Apprenticeship Standards as now adopted and as may be amended by the Joint Apprenticeship Training Committee during the term of this Agreement shall be used to govern the Apprentices.

### **SECTION 4. Ratio and Rotation of Apprentices**

A. For each three (3) Journeyman employed by a Contractor, he shall be required to employ one (1) Apprentice. The number of Apprentices to be employed shall be determined by the Joint Apprenticeship Committee based upon continued surveys to determine the working conditions and the availability of skilled craftsmen. Apprentices shall be hired and transferred in accordance with the Apprenticeship Agreement between the parties. One (1) Apprentice to each three (3) Journeyman is mandatory but extra Apprentices may be used in job crews.

B. The rotation of Apprentices on all work shall be governed by the Joint Apprenticeship and Training Committee.

## **ARTICLE X - STRIKES, LOCKOUTS, JURISDICTIONAL DISPUTES**

### **SECTION 1. Jurisdictional Disputes**

All jurisdictional disputes between the Local Union and any other Local Union affiliated with the American Federation of Labor-Congress Industrial Organizations (AFL-CIO) shall be determined in the manner and by the procedure established by the Building and Construction Trades Department of the American Federation of Labor-Congress Industrial Organizations (AFL-CIO), and the Constitution and By-Laws of the Plasterers' Unions signatory hereto.

### **SECTION 2. Right to Honor Picket Lines**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's places of business.

### **SECTION 3. AFL-CIO Unfair List**

Whenever a Contractor is found guilty by the Joint Conference Board of issuing NSF checks to Workmen covered by this Agreement or to the Southern California Plastering Institute Trust or is found guilty of non-payment of wages, the Local Union shall reserve the right to place the Contractor on the AFL-CIO unfair list.

### **SECTION 4. Work Stoppage of Association Contractor**

At no time will a representative of a Union stop a job of an Association member without notifying the California Plastering Conference of the Western Wall and Ceiling Contractors Association, Inc., immediately thereafter.

## **ARTICLE XI - RIGHT TO TAKE ECONOMIC ACTION**

### **SECTION 1. Right to Take Economic Action**

The Local Unions, signatory hereto, shall have the right to immediately remove employees from any job, strike, picket line or take other legal economic action for the following violations of the Labor Agreement.

- A. Non-payment of wages, vacation pay, or vacation administration trust contributions
- B. Issuing non-negotiable checks for wages or fringe contributions.
- C. Non-payment of health and welfare insurance contributions.
- D. Non-payment of pension contributions.
- E. Non-payment of Apprenticeship and Training Trust contributions.
- F. Non-payment of trade promotion contributions.
- G. Non-payment of late payment liquidated damages.
- H. Non-reporting of fringe contributions, including non-reporting when no Employees are employed.
- I. Non-payment of work preservation labor-management trust contributions.
- J. Non-compliance with safety orders.
- K. Failure to post a required bond.
- L. Failure to maintain a required bond.
- M. Failure to submit all business records, books and reports pertaining to the payment of wages and fringes as ordered by the Joint Conference Board or Trustees of any Trust.
- N. Failure to show up for a Joint Conference Board hearing as cited when not excused for cause by the Joint conference Board.
- O. Failure to allow a 30-minute break after four (4) hours of work.
- P. Failure to report a non-union plasterer after eight (8) days of employment.
- Q. Failure to abide by the decision of the Joint Conference Board or an arbitrator.
- R. Failure to discharge an Employee in accordance with Article III, Section 12.
- S. Failure to maintain and exhibit Worker's Compensation Insurance coverage as required by Article VI, Section 10.
- T. Failure to report fringe benefit contributions by the job as required by Article VII, Section 1-C.
- U. Failure to pay accumulated collection costs as required by Article VIII, Section 6

### **SECTION 2. Other Violations**

For all other violations of the Labor Agreement, the Business Agent shall notify the Contractor or his agent to correct the violations immediately. If not corrected immediately, the Union shall have the right to take the action specified in Section 1 above. If for any reason the violations cannot be immediately corrected, then the Contractor shall be given until, but not later than, 8:00 a.m. of the following workday to correct said violations. If not corrected by 8:00 a.m. of the following workday, the Union shall have the right to take the action specified

in section 1 of this Article. This shall apply if, in the opinion of the Business Agent, the work is to be completed on the day the notice is given. In this event, the union may immediately take the action specified in Section 1 of this Article.

### **SECTION 3. Work Stoppage Appeal**

The Contractor may appeal such job stoppage to a Sub-committee as provided in Article XII.

### **SECTION 4.**

The grievance and arbitration provisions of this Agreement shall not be a condition precedent to the Union's right to take the action specified in this Article.

## **ARTICLE XII - PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **SECTION 1. Stewards**

A. The Union or its agent may appoint the craft Steward for any job, which they may deem necessary, whose duty it will be to receive grievances or disputes from the Employees and/or the Employer and report them immediately to the Business Agent. The Steward shall be a qualified workman performing the work of his craft. There shall be no non-working stewards. The person appointed Craft Steward shall remain on the job as long as there is work in the particular craft or trade of the Steward, unless removed for cause by the Business Agent or Executive Board of the Local Union.

B. The Contractor shall have the absolute right to appeal any Steward appointed to a Sub-committee of the Joint conference Board if he deems that the Steward is not qualified, is not properly performing his duties, or is exceeding his authority.

C. The Contractor shall give the Union 24 hours written notice before laying off a Steward except in case of a job completion.

D. The Steward shall be allowed to examine the dues books or receipts of all Journeymen when starting to work and/ or all Journeymen working on the job as often as it may be necessary. The Foreman shall refer all new Plasterers on the job to the Steward before they start to work on that job.

E. The Steward shall be allowed necessary time during the working hours for the proper performance of his duties.

F. In the best interest of the Plastering Industry and to avoid unreasonable job delays that discourage the continued use of plaster the Contractors and Union representatives agree, if requested by either party, to hold a pre-job conference so that reasonable time schedules and job conditions for that job may be established in conformity with working rules.

G. Nothing in this Article is to be interpreted to abridge the rights of the Employers under Article III.

### **SECTION 2. Joint Conference Board**

A. Except as provided for in Article X, it is hereby agreed between the parties to this Agreement that this Agreement provides for the orderly and amicable adjustment and settlement of all disputes, differences and grievances. In order to carry into effect the terms of this Agreement, the parties hereto, hereby adopt the Joint Conference Board for the purpose

of arbitrating and settling disputes, differences and grievances as referred to it by the terms of this Agreement. The Joint Conference Board shall not hear disputes involving a non-signatory contractor.

B. The Board shall be composed of seven (7) members to be appointed or elected by the Local Union signatory hereto and seven (7) alternate members to be appointed or elected by the Local Union and seven (7) members appointed or elected by the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc. And seven (7) Alternates appointed by the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc. The alternate members appointed by the Union shall act only in the absence of a Union member, and the alternate members elected by the Contractors shall act only in the absence of a Contractor member. The persons thus appointed shall, from among themselves, elect a Chairman and a Co-Chairman, one (1) from the Union and one (1) from the Contractor members.

C. A member of the Joint Conference Board may resign by giving fifteen (15) days notice in writing to the Chairman or Co-Chairman of the Board.

D. Any member of the Joint Conference Board who is an Employer representative may be removed at any time at the discretion of the California Plastering Conference of WWCCA by an instrument in writing delivered to the Chairman or Co-Chairman of the Board and to the member and signed by the Secretary of the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc.

E. Any member of the Joint Conference Board who has been appointed as a Union representative may be removed from the Board any time at the discretion of the Local Union by an instrument in writing, signed by the Executive Officer of the Union, bearing the seal of the Union, and delivered to the Chairman or Co-Chairman of the Board and to the member being removed.

F. In the event an Employer representative shall duly resign or be removed, a successor shall be appointed forthwith by an instrument in writing signed by the Secretary of the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc. In the event a Union Representative shall duly resign or be removed, a successor shall be appointed or elected forthwith by an instrument in writing, signed by the Executive Officer of the Union, bearing the seal of the Union.

### **SECTION 3. Powers of the Joint Conference Board**

The Joint Conference Board shall have the following general powers in addition to specific powers conferred on it by this Agreement:

#### **A. To appoint Sub-Committees.**

1. Investigative Sub-Committee: Upon any matter submitted pursuant to this Agreement, the Joint Conference Board may designate an Investigative Sub-Committee composed of four (4) persons, two (2) of whom shall be Employer members. And two (2) shall be Union representatives. Said Investigative Sub-Committees shall have the right, upon the direction of the Joint Conference Board, to investigate any job sites and construction projects covered by this Agreement, and shall be permitted to estimate the number of plastering man-

hours performed on said jobsite or construction projects. Said estimates by the Investigative Sub-Committees may be used as valid evidence by the Joint Conference Board to determine the amount of fringe benefit contributions due and owing to the Southern California Plastering Institute Trust, the Southern California Plastering institute Group Benefit Trust, the Southern California Plastering Institute, Inc., the Southern California Plastering Institute Pension Trust, the Southern California Plastering Institute Apprenticeship and Training Trust, the Southern California Plastering Industry Vacation Trust, the Southern California Plastering Institute Vacation Administration Trust, the Southern California Plastering Industry Labor-Management Work Preservation Trust and the Southern California Plastering Institute Administrative Industry Fund.

**B. Grievance Sub-Committees.**

1. To hear and determine all disputes, differences, and grievances, except as provided in Article XI, between the parties and any alleged violations of the Contract except those matters specifically referred to the Sub-Committee hereinafter described.

2. To hear and determine appeals from all Sub-Committees.

3. To assess bonds for wages, health and welfare, pension, trade promotion, apprenticeship, work preservation labor management trust, liquidated damages for late payments as provided for in this Agreement, and for Employee benefits as provided for in Article VI, Section C, of the Southern California Plastering Institute Insurance Program Trust Agreement.

4. The Chairman or Co-Chairman, or a Trustee, as designated by the Joint Conference Board shall have the power, without hearing, to forthwith assess bonds as provided for in D above for non-negotiable checks issued as payment or when reports have been filed for fringe benefits and payments thereon are not submitted, and for liquidated damages for late payment of fringe benefits. As and when bonds are so assessed, the Contractor shall be notified of the fact at his last known address. The Contractor shall have the right to appeal said assessment to the Joint Conference Board provided request is made in writing within thirty (30) days of the mailing of the letter of notice of assessment.

5. In connection with violations or suspected violations of this Agreement, to require business records, books and reports pertaining to payments of wages and fringe benefits to Plasterers, to be submitted to a representative or auditor selected by the Board for review within a period of not less than twenty-four (24) hours of demand.

6. To fix time and place for regular meetings of the Board and to call special meetings of the Board and to determine the order of business at such meetings.

**SECTION 4. Sub-Committee Procedures**

A. Sub-Committee shall investigate, hear, and render decisions on the following matters:

(1) Settlement of Steward disputes under Article XII, Section 1.

(2) Such other matters as are referred to it by the terms and conditions of this Agreement.

B. In the event of a dispute, any party to the dispute may initiate grievance procedures by requesting by telephone through the Chairman or Co-Chairman of the Joint Conference Board, the appointment of a Sub-Committee.

C. The Chairman and Co-Chairman of the board, or in case either or both is unavailable, then their appointees, shall select a Sub-Committee composed of two (2) members from Labor and two (2) from Management, which may include the Chairman and Co-Chairman, the Field Representative or appointees of the Contractors' Association and appointees from Labor, none of whom shall be directly involved in the dispute.

D. The Sub-Committee shall meet and hear the dispute and render a decision within twenty-four (24) hours of notification of appointment and shall render a written report of its findings and decision to the Joint Conference Board. Such findings and decision shall be final and binding on all parties to the dispute, unless appeal to the Joint Conference Board is made in writing within three (3) days of a decision of the Sub-Committee.

E. All members of the Sub-Committee must be present to constitute a quorum, and decision shall be by majority vote.

F. In the event the Sub-Committee is unable to reach a decision within twenty-four (24) hours of notification of appointment, it shall forthwith refer the matter to the Joint Conference Board by written report, for hearing and settlement pursuant to powers granted herein.

**SECTION 5. Joint Conference Board Procedures**

A. A quorum for the conduct of business of the joint Conference Board shall consist of at least three (3) members from the Contractor parties and at least three (3) members from the Union parties. The three (3) Employer representatives shall be from three (3) different Employer entities. This quorum must be maintained for the transaction of all business. Each of the members present at a Board meeting shall be entitled to one vote. When a quorum is present and there is not an equal number of members from the Union and Management, each member of the party having the lesser number of members present shall have a number of votes equal to the quotient resulting from dividing the greater number by the lesser number of members present. This provision is intended and is to be construed to give the Union and the Contractor parties on the Joint Conference Board an equal number of votes at all times.

B. In addition to matters submitted by a Sub-Committee to the Board, the Union, any Employer, any Employee, any Trust under this Contract or the California Plastering Conference of the Western Wall & Ceiling Contractors Association, may submit a matter of dispute to the Joint Conference Board by filing with the Chairman or Co-Chairman a notice in writing setting forth with as much particularity, as possible, the nature of the matter, the person or persons involved, the amount involved, if any, and the remedy sought, if any. Any Journeyman who causes a Contractor to be cited before the Joint Conference Board for infraction of the contract through his Business Agent or otherwise shall be required to personally appear as a witness and state his case, if requested by the Joint Conference Board.

C. The signatory parties hereto agree that service of the charges, the notice of hearing before the Joint Conference Board or Sub-committee, and notice of the decision of the Joint Conference Board or Sub-Committee shall be deemed to have been properly served upon the

party cited if it is sent by Certified Mail, return receipt requested, at said person's last known home or business address, as posted with Southern California Plastering Institute. The signatory parties hereto agree that the address appearing on the cited person's Collective Bargaining Agreement or as contained in the Contractor Roster of the Southern California Plastering Institute shall be the last known address of the person cited, and the person cited agrees that service at this address will be deemed sufficient. It shall be the affirmative duty of all of the signatory parties hereto to keep the Secretary of the Joint Conference Board or The Southern California Plastering Institute advised of said person's last known home address. The signatory parties hereto hereby waive any claim that they were not served properly if service was made as set forth in this Section.

D. The Joint Conference Board or the Sub-Committee shall have the right not only to determine whether there has been a violation of this Agreement but shall also have the right to devise an appropriate remedy, drawn from the essence of this Agreement, for such violation. No such remedy shall alter, modify, or change the terms and conditions of this Agreement. In addition, the Joint Conference Board or Sub-Committee shall have the right to determine whether a party cited before the Joint Conference Board or Sub-Committee has been properly cited and whether the previous notice has been complied with. The Joint Conference Board and Sub-Committee is subject to the Grievance procedure of this Agreement; and shall have the right to determine any and all defenses of contentions, legal or otherwise, raised by any person.

E. At the request of any party, all persons not having a direct interest in the matter being heard shall be excluded from the hearings.

F. Any party to the matter under consideration may offer any relevant evidence.

G. In the event any member of the Board has a direct interest in the matter in dispute, such member shall not take part in the hearing or decision.

H. Any matter submitted to the Joint Conference Board May be continued from time to time at the discretion of the Board.

I. The Chairman of the meeting shall be entitled to vote on all matters before the board except on appeals from a ruling of the Chairman on matters of procedure.

J. The Joint Conference Board shall render a decision within five (5) days after the matter has been fully heard by it, and such decision shall be final and binding on all parties to the dispute.

K. If the Joint Conference Board fails to reach a decision within five (5) days after the matter has been fully heard by it, the dispute shall be referred to arbitration unless the parties to said dispute agree by mutual consent to extend the time. If no agreement is reached upon by an Arbiter, or upon an extension of time, the board, through the Chairman or the Co-Chairman, either acting alone or together, shall within twenty-four (24) hours request the Federal Mediation & Conciliation Service to submit five (5) names as Arbiters, and each party shall have the right to cancel two (2) names and the fifth or remaining person shall make the decision, which decision shall be final and binding on all parties. The decision of said Arbi-

ter shall be rendered within thirty (30) working days after the matter has been heard unless all parties to the dispute agree in writing to an extension of time.

L. The Joint Conference Board or the Arbiter shall have no authority to alter, amend or revise the wage, hours and conditions set forth herein, it being the intent that the decision of such Board or Arbiter shall be within the scope and limited to the application of the terms and conditions hereof except as provided in Article VI, Section 4.

M. Except as provided in Article XI, there shall be no stoppage of work by strike or lockout during arbitration by the Board or the Arbitrator.

N. Any expenses of the arbitrator who has been appointed shall be prorated equally among the parties.

### **ARTICLE XIII - FAVORED NATIONS CLAUSE**

#### **SECTION 1. More Favorable Conditions**

In the event the Union, by negotiation or Agreement with any other Employer, Contractor or Association, grants more favorable terms and conditions to such Employer, Contractor or Association, involving work within the jurisdictions of the signatory Unions covered hereby, then the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc. shall, on behalf of its members, have the following options:

1. To adopt and make a part of this Contract any of such terms and conditions as they feel are more favorable, including but not limited to, privilege of payment, wages, hours, working conditions and rules, amounts of contribution of fringe benefits and Apprentice training.

A. In the event the Association, on behalf of its members, exercises any of the provision hereinabove set forth, in no event shall the terms and conditions of this Agreement relating to bonds, the amounts thereof, and payments to be made to the Southern California Plastering Institute, Inc., be affected, or changed.

2. To adopt and make a part of this Agreement, such Contract or Contracts which the Union signatories have entered into with any other Employer, Contractor or Association, in its entirety in lieu of all of the terms and conditions of this contract, excepting only that in the event of such adoption in its entirety, the provisions of this Contract relating to the various Trusts shall remain in full force and effect, limited only to the extent that the payments required to be made into each individual Trust shall not exceed the payments required to be made under the terms and conditions of such Contract so adopted. When the Union enters into any special project agreements, all terms, and conditions of said Agreement shall be disclosed to the California Plastering Conference of the Western Walls and Ceiling Contractors Association and the Labor-Management Negotiating Committee.

## **ARTICLE XIV - TERMS AND TERMINATION AND RENEWAL**

### **SECTION 1. Evergreen Clause**

The term of this Agreement, as otherwise herein provided, shall commence on the 6<sup>th</sup> day of August 2008 and continue until the 31<sup>st</sup> day of July 2012, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not more than ninety (90) days or less than sixty (60) days prior to the date of expiration.

### **SECTION 2. Amendments**

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least ninety (90) days prior to the 31<sup>st</sup> day of July 2012, or July 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

However, if no modified or amended Agreement is reached by negotiations between the parties on or before July 31<sup>st</sup>, 2012, or the end of any subsequent yearly period, any party may give written notice to the other parties of its intention to take economic action, not less than fifteen (15) days after the date of such notice. Regardless of the giving of such notice of intention to take economic action, the parties shall continue to negotiate until an Agreement is reached or until the fifteen (15) days has expired.

## **ARTICLE XV**

### **SECTION 1 Entire Agreement**

The foregoing Agreement constitutes the entire contract between the parties signatory hereto, and no additions, alterations or modifications shall occur herein without the voluntary, mutual consent of the parties, during the period of this Agreement; provided, however, that either party may call for a conference on voluntary changes during the life of this Agreement, and both parties shall thereupon meet to confer on such changes.

### **SECTION 2 Employer Leaves Association**

An Employer member of the California Plastering Conference Western Walls and Ceiling Contractors Association, signatory hereto, shall remain a signatory even though said Employer resigns or is dropped from the California Plastering Conference Western Walls and Ceiling Contractors Association. All current and future members of the signatory California Plastering Conference Western Walls and Ceiling Contractors Association shall be and remain bound by all of the terms and conditions of this Agreement for the term of this Agreement.

### **SECTION 3 Change in Ownership**

In the event any Employer shall transfer ownership of the business, or any part thereof, or change the form of his business, or any part thereof, or change the form of his business entity for the purpose of avoiding the payment of wages and/or fringe benefits owed, all provisions of this Agreement shall be binding upon said transferee or newly created business entity as though the transferee had originally executed this Agreement on his or its own behalf.

## **ARTICLE XVI**

### **SECTION 1 International Union Approval**

It is stipulated and agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Associations (hereinafter called International Association), in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this Contract in any manner whatsoever.

### **SECTION 2**

It is further stipulated and agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said Contract is not in violation of the International Constitution and By-Law and is approved as to form and substance for that purpose only and no other.

### **SECTION 3**

This Agreement has been reached the 6<sup>th</sup> day of August 2008 between the properly qualified negotiating committees representing the Contractor and the Unions, after due deliberation and negotiation, and to which Agreement the following named persons subscribed their signatures as the proper bargaining agents for the Plastering Industry within the jurisdiction of the Local Unions signatory hereto.

## **ARTICLE XVII – WORKERS COMPENSATION ADR**

The Construction Laborers Health and Welfare Trust Fund for Southern California has established a Workers Compensation Alternative Dispute Resolution Program pursuant to California Labor Code Section 320-5 (“Laborers Workers Compensation Fund”). In addition to any other contribution set forth in this Agreement and subject to the rules and regulations of the Laborers Workers Compensation Fund, Contractors covered by the terms of this Agreement may elect to pay to the Laborers Workers Compensation fund the sum of \$0.02 for each hour worked or paid for on all classifications contained in this Agreement. If the Contractor makes such an election, its contribution to the Administrative Trust Fund under Article VII, Section 7B of this Agreement shall be reduced by \$0.02 per hour. Any Contractor who wishes to participate in the Alternative Dispute Resolution Program must sign an assent form binding it to the terms and conditions of the program.

## **ARTICLE XVIII - SAVINGS CLAUSE**

To the best knowledge and belief of the parties to this Agreement, the Agreement now contains no provisions that are contrary to Federal or State law, or any ruling or regulation of a Federal or State agency. Should, however, any provision of this Agreement, at any time during its term, be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this Agreement is thus held inoperative, the remaining portions of this Agreement shall, nevertheless, remain in full force and effect, unless the parts so held inoperative are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into law-

ful negotiations concerning the substance thereof and any Agreement thus negotiated shall become a part of this Agreement

The foregoing Agreement, consisting of 35 pages, constitutes the entire Contract between the parties signatory hereto.

**For the "Union"**

*Operative Plasterers' Local Union #200*

By:

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**For the "Employers"**

*Western Wall & Ceiling Contractors Association*

By:

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## Schedule A

Plasterers' Local Union No. 200  
Southern California Wage and Benefit Schedule

Effective August 6, 2008

**Los Angeles, Orange, Riverside, San Bernardino, Ventura, Imperial, Kern, Mono, San Diego, San Luis Obispo & Santa Barbara Counties, California**

Classification	Base Wage	DCO	Int'l 1%	Vac	Taxable Wage	Group Benefit	Pension	Vac Admin	Apprent. Training	Work Pres.	Promo Admin.	Total
<b>Foreman</b>	<b>31.86</b>	<b>1.36</b>	<b>0.44</b>	<b>3.00</b>	<b>36.66</b>	<b>5.48</b>	<b>2.71</b>	<b>0.01</b>	<b>0.44</b>	<b>0.20</b>	<b>0.45</b>	<b>45.95</b>
<b>Journeyman</b>	<b>29.86</b>	<b>1.36</b>	<b>0.44</b>	<b>3.00</b>	<b>34.66</b>	<b>5.48</b>	<b>2.71</b>	<b>0.01</b>	<b>0.44</b>	<b>0.20</b>	<b>0.45</b>	<b>43.95</b>
6 <sup>th</sup> Period 90%	26.87	1.22	0.34	3.00	31.44	5.48	2.71	0.01	0.44	0.20	0.45	40.73
5 <sup>th</sup> Period 80%	23.89	1.09	0.34	3.00	28.32	5.48	2.71	0.01	0.44	0.20	0.45	37.61
4 <sup>th</sup> Period 70%	20.90	0.95	0.34	3.00	25.19	5.48	2.71	0.01	0.44	0.20	0.45	34.48
3 <sup>rd</sup> Period 60%	17.92	0.82	0.34	3.00	22.07	5.48	2.71	0.01	0.44	0.20	0.45	31.36
2 <sup>nd</sup> Period 50%	14.93	0.68	0.34	3.00	18.95	5.48	2.71	0.01	0.44	0.20	0.45	28.24
1 <sup>st</sup> Period 40%	13.44	0.61	0.34	3.00	17.39	5.48	-	0.01			-	22.88
August 5, 2009 \$2.00 Allocated By Union												
August 4, 2010 \$2.00 Allocated By Union												
August 3, 2011 \$1.75 Allocated By Union												

# EXHIBIT “A”

## DRUG ABUSE PREVENTION AND DETECTION

## **EXHIBIT “A”**

### **DRUG ABUSE PREVENTION AND DETECTION**

The parties recognize the problems, which drug abuse, have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug screening. The parties agree that if an individual Employer implements a screening program, Labor and Management have agreed upon the following items:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer’s job premises or while working on any site in connection with work performed under the applicable agreement
2. All applicants or newly hired employees will undergo a drug screen at a facility that has been certified by the National Institute of Drug Abuse. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two hours travel time plus lab time.
3. Applicants and employees not passing the drug screen will be removed from the Employer’s payroll. The Employer agrees to pay the cost for administering the drug screen and the time stated in number 2 above.
4. The employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. At least two (2) persons, one of whom may be a Union employee, must make observation. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.
5. An employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.
6. There will be no random drug testing by the signatory employer.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee’s ability to perform work, is a basis for removal.
8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by gas Chromatography – mass Spectrometry.

try (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.
10. Any dispute, which arises under this drug policy, shall be submitted to the grievance and arbitration procedure set forth in the applicable agreement.
11. In the event an individual employer is required, as a condition of contract award, to abide by the terms and conditions of a General Contractor or Building Owner's drug policy, the Employer will notify the interested Unions in writing prior to implementing such policy and all employees of the employer shall be informed that the program they will be working under differs from the standard policy. Employees shall have the right to request that they be assigned to another project with no inferences being made.
12. The establishment or operation of this policy shall not curtail any right of and employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
13. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the employer's application of the substance Abuse Program.
14. Any employer implementing a Drug Testing policy pursuant to this Memorandum of Understanding will give the Unions fifteen (15) days advance notice before implementation.

## **EXHIBIT "A-1"**

### **ORAL DRUG TESTING**

**WHEREAS** WWCCA and Local 200 recognize the importance of reasonable procedures to ensure that project, sites are managed to protect worker's safety and to permit high quality

work;

**WHEREAS** WWCCA and Local 200 have discussed procedures to implement these goals in relation to screening for prohibited drugs; and,

**NOW, THEREFORE, WWCCA AND LOCAL 200 AGREE AS FOLLOWS:**

**DRUG TESTING**

Employers may require employees subject to the collective bargaining agreement to take Avitar "ORALscreen" and/or Branam Medical Corporation "Oratect" oral fluid tests, which the undersigned agrees are effective and are low-cost tools for substance abuse screening for pre-employment testing and for testing employees during post accident investigations.

Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications. Any non-negative test will be treated as Inconclusive and the sole use of the test will be to require a further test at a certified facility as permitted by the collective bargaining agreement.

Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedures set forth in the existing Collective Bargaining Agreement in addition to or in lieu of the test described above.

# SHORT FORM AGREEMENT

# Plasterers' Union Local 200

## Short Form Labor Agreement

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Incorporating the Master Labor Agreement Between  
OP&CMIA Local Union No. 200

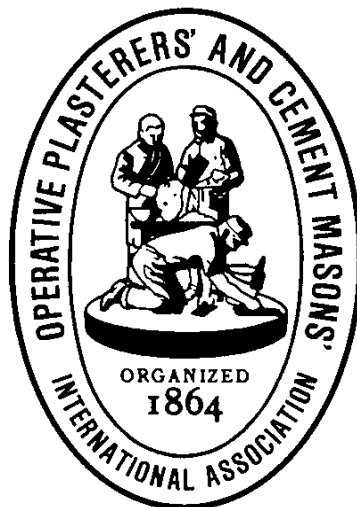
With

Western Walls & Ceiling Contractors Association

Covering the 12 Southern California Counties of:

Kern, Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, San Diego, Santa Barbara, and Ventura.

August 6, 2008 ~ July 31, 2012



## I

### **RECOGNITION**

The Employer bound to this Agreement recognizes the Union as the exclusive majority representative of all employees covered by this Agreement pursuant to Section 9(A) of the Labor Management Relations Act. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative.

## II

### **ADOPTION OF AGREEMENTS**

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between the undersigned and Local No. 200 of the Operative Plasterers' and Cement Masons' International Association, AFL-CIO ("Union"), for and in consideration of services performed and to be performed by Plasterers for the undersigned that the Employer agrees to be bound by all of the terms and conditions of employment, including wages, hours, payment of all fringe benefit contributions as set forth in the Agreements entered into by and between the Union and the "Plastering Conference" of the Western Walls and Ceiling Contractors Association and the Inland Empire Lathing & Plastering Contractors Association. Executed on August 6, 2008 (copies of which have been delivered to me, which I have read; the receipt of which is hereby acknowledged and the contents of which I am familiar with) and any modifications, changes or renewals therein or re-negotiations thereof that may be made in the future by the mutual consent of the Union and either Association for the life of this Agreement, including any additional wages or fringe benefit contribution adjustments negotiated by the above parties.

## III

### **PROCEDURE OF SETTLEMENT OF DISPUTES**

In the case of grievances or disputes over the terms of this Agreement, I hereby specifically submit to the jurisdiction of the Southern California Plastering Institute "Joint Conference Board" with regards to the provisions of the Agreement related to the settlement of grievances.

IV

**HEIR, SUCCESSORS**

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the undersigned Employer.

V

**TERMINATION**

This Agreement shall remain in full force and effect from the date signed below until July 31, 2012 and shall continue year to year thereafter, unless either party shall give written notice to the other of a desire to change or cancel it, not more than ninety (90) days or less than thirty-one (31) days immediately preceding August 1, 2012 of any succeeding year. Any renewals, extensions, or renegotiations of the Agreements with either Association shall automatically be binding upon the employer for the full term of the new or extended Agreement where this required notice is not timely given.

SIGNED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

***For the "Union"***

***For the "Employer"***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

1610 W. Holt Ave.  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Pomona, CA 91768  
\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Street, State, Zip

(909) 865-2240  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

(909) 865-9392  
\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

Plasterers' Local 200  
\_\_\_\_\_  
OP&CMIA Local Union No.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
State Contractors License #

\_\_\_\_\_  
Workers Comp Carrier

\_\_\_\_\_

Workers Comp Policy Number

FEIN

SEIN

**Trust Copy  
V**

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SIGNED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

***For the "Union"***

Signature

Printed Name

Title

1610 W. Holt Ave.

Address

Pomona, CA 91768

City, State Zip

(909) 865-2240

Telephone

(909) 865-9392

Fax

Plasterers' Local 200

OP&CMIA Local Union No.

***For the "Employer"***

Signature

Printed Name

Title

Address

Street, State, Zip

Telephone

Fax

Organization Name

State Contractors License #

Workers Comp Carrier

Workers Comp Policy Number

FEIN

SEIN

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**Union Copy**

**V**

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SIGNED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

***For the "Union"***

***For the "Employer"***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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\_\_\_\_\_  
1610 W. Holt Ave.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Pomona, CA 91768

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Street, State, Zip

\_\_\_\_\_  
(909) 865-2240

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Telephone

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Telephone

\_\_\_\_\_  
(909) 865-9392

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\_\_\_\_\_  
Plasterers' Local 200

\_\_\_\_\_  
OP&CMIA Local Union No.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
State Contractors License #

\_\_\_\_\_  
Workers Comp Carrier

\_\_\_\_\_  
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FEIN

\_\_\_\_\_  
SEIN

**Contractor Copy**

