

LABOR AGREEMENT

Between the

Wall and Ceiling Alliance

&

Plasterers' & Cement Masons'

Local Union No. 300

of the

Operative Plasterers' & Cement Masons'

International Association of the United States

and Canada, AFL-CIO

Effective

July 1, 2013 thru June 30, 2017

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THIS AGREEMENT is made and entered into this first day of July 2013, by and between the Wall and Ceiling Alliance (hereinafter referred to as Association) and the Operative Plasterers' & Cement Masons' Local Union No. 300 of the Operative Plasterers' & Cement Masons' International Association of the United States and Canada, AFL-CIO (hereinafter referred to as Union), in order to stabilize wages, hours and working conditions, and to improve conditions in the plastering industry for the benefit of employers, employees and the general public. By entering into this Agreement, the parties do not intend to terminate or extinguish the Labor Agreement between the California Lathing & Plastering Contractors Association, Sacramento Chapter, Inc. (Sacramento Association) and the Union and/or the Labor Agreement between the Central California Plastering Contractors Association (Fresno Association) and the Union and/or the Labor Agreement between the South Bay Plastering Contractors Association (San Jose Association) and the Union, effective through June 30, 2017. Said agreements between the Sacramento Association and the Union, between the Fresno Association and the Union and between the San Jose Association and the Union remain in full force and effect as to those employers who delegated, and continue to delegate, their bargaining authority to the Sacramento Association and/or the Fresno Association and/or the San Jose Association, respectively, and those employers who have signed memorandum agreements agreeing to be bound by said agreement(s).

ARTICLE 1 - AREA COVERED

Section 1. Area No. 188 shall, under its jurisdiction, cover the Counties of Fresno, Kings, Madera and Tulare.

Section 2. Area No. 224 shall, under its jurisdiction, cover the Counties of Monterey, Santa Clara, San Benito and Santa Cruz.

Section 3. Area No. 295 shall, under its jurisdiction, cover the Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba.

Section 4. Area No. 429 shall, under its jurisdiction, cover the Counties of Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne.

ARTICLE 2 - EMPLOYERS COVERED

Section 1. This Agreement is made for, and on behalf of, and shall be binding upon, all Employers, as defined herein. As used in this Agreement, Employer means:

(a) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of the execution of this Agreement was, or at any time since has become, a member of the Association or has given the Association authorization to bind it to the provisions of this Agreement; or,

(b) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become, a member of any other employer organization which executes this Agreement or any counterpart hereof; or

(c) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof; or

(d) Any person, firm, corporation or other entity which joins or participates with, or in any way assists, directly or indirectly, an Employer as defined above, in evading the requirements of this Agreement.

Section 2. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of all Employers subject to this Agreement.

Section 3. One management representative of an Employer may use the tools. Said management representative shall be designated at the time the Employer becomes signatory to this Agreement. When a management representative of an Employer uses the tools, the Employer shall hire at least one (1) Journeyman Plasterer. If this provision is violated, the management representative(s) of the Employer in violation shall, as a condition of this Agreement, become a member(s) of the Union.

Section 4. The Association has provided the Union with a list of the Employers who are members of the Association, along with copies of documents signed by each of said Employers establishing that each of said Employers has delegated its bargaining authority to the Association. The list of Employers who are members of the Association and who have delegated their bargaining authority to the Association is attached to this Agreement as Appendix A. The Association shall provide a monthly written report to the Union of any and all changes to Appendix A along with copies of all documents relating to such changes. Each and every member of the Association shall be required to individually sign this Agreement.

Section 5. Each Employer shall have a valid state contractor's license covering the work under the jurisdiction of the Union.

Section 6. Each Employer shall have the name of the company and its contractor's license number marked on all of the trucks used by it in its plastering business.

Section 7. Job Reporting. Each Individual Employer shall notify the Union, using the on-line Job Reporting Form to be provided by the Union, of each job on which he or she will be performing work covered by this Agreement. The Job Reporting Form shall include, but not be limited to, the following information: the name and address of the job; the job identification number; the jobsite telephone number; the name of the general contractor and its contact person; the job description (e.g. school or office building); the estimated starting and completion dates; and the estimated number of hours of covered work to be performed. The Job Reporting Form shall be submitted to the Union prior to the commencement of work. The Union may withhold or withdraw workers from the Employer for failure to comply with this section.

ARTICLE 3 - RECOGNITION

Section 1. This Agreement is made for and on behalf of Local Union No. 300 and shall be binding upon all Local Areas as defined in Article 1.

Section 2. The term “Union” as used in this Agreement means any of the Local Areas enumerated in Article 1 hereof and any other Local Area which may hereafter authorize the Union in a manner and form acceptable to said Union to act as its agent and to bind it to this Agreement.

Section 3. The Association and each of the Employers covered by this Agreement recognize Local Union No. 300 as the sole and exclusive collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Employers performing work on all present and future job sites within the Local Areas covered by this Agreement, on the following basis. The Union requested that each Employer recognize the Union as the Section 9(a) representative of its employees. The Union has submitted authorization cards to the Association, showing that the Union has the support of a majority of the employees of each Employer. On that basis, each Employer and the Association acknowledge and agree that a majority of the employees of each Employer, and a majority of the employees in the multiemployer bargaining unit, have authorized the Union to represent them in collective bargaining.

Section 4. The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative of all of the Employers who are now or who may hereafter become its members and/or authorize it to represent them.

ARTICLE 4 - UNION SECURITY CLAUSE AND HIRING PROCEDURE

Section 1. Union Security.

(a) Every person performing work covered by this Agreement, and employed by one or more Employer for a period of seven (7) days continuously or cumulatively from the date of the beginning of such employment, or the effective date of this Agreement, whichever is later, shall be or become members of the Union on the eighth (8th) day and shall remain members of the Union in good standing as a condition of employment.

(b) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

(c) The Employer shall discharge every person who has failed to comply with the provisions of subdivision (a) of this section upon notice of such non-compliance, and agrees not to again employ or pre-employ any person so discharged until he/she is a member in good standing of the Union.

Section 2. Employment.

(a) The Employer shall retain full freedom to employ, reject and discharge any person who is referred for work covered by this Agreement, subject to the provisions of this Agreement. Any person who believes that he or she has not been properly registered, referred or laid off in accordance with the terms of this Agreement, or that he or she has been discharged without just cause, may file a grievance under the grievance procedure set forth in this Agreement.

(b) The Employer, or a specifically designated individual (owner, superintendent or Foreman), shall notify the Local Area of all of its needs for employees and shall not recruit applicants directly or hire additional persons not referred by the Union, except as hereinafter provided.

(c) Each Local Area shall maintain an open and non-discriminatory hiring hall and there shall be no discrimination because of membership or non-membership in, or participation or non-participation in, the activities of the Union. The selection of applicants for referral to jobs shall not be based upon, or 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. It is mutually agreed by the Association, the Employers and the Union, to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925 and No. 11114, the California Fair Employment and Housing Act, and any other applicable Federal, State and local laws and regulations to the end that no person shall, on the grounds of age, sex, race, color, creed, religion, national origin, sexual orientation or Vietnam Veteran status, be denied the benefits of, or otherwise be subjected to discrimination by not having full access to the contents of, this Agreement.

(d) All Employers who desire to employ persons in work covered under this Agreement shall notify the office of the Local Area of the number and qualifications of employees desired, the type of work to be performed, the location of the jobsite, the starting time of the job, the expected duration of the job, and such other information as is necessary to enable the Local Area to make proper referral of applicants.

(e) Upon receipt of such notice from the Employer, the Union shall use its best efforts to furnish the required number of qualified and competent Plasterers, provided however, that the Union, its officers, agents and representatives, undertake no obligation to search for or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall, or available by phone if the applicant qualifies for dispatching by phone, when referrals are made pursuant to such request of the Employers.

(f) If the Union is unable to refer the number of persons desired within twenty-four (24) hours after notice of such job order, the Employer may procure additional employees up to the desired number from any other source, provided however, that the Employer shall immediately notify the Union of the names, addresses, and social security numbers of the employees procured from such other source as well as their dates of hire and location of the job for which they were hired.

(g) The Employer, upon request of the Union, shall notify the Union in writing of the name, address, social security number and job classification of every person who is employed in, rejected for, or discharged from work covered by the Agreement, together with the date of such employment, rejection or discharge and the location of their actual or prospective place of employment. Whenever a person is rejected or discharged from such work, the Employer shall notify the Union of the reason or reasons therefor within forty-eight (48) hours. In the event of the Employer's failure to provide such notice within the forty-eight (48) hour period, it shall be irrefutably presumed that the discharge or rejection was without just cause.

(h) Each person, upon referral, shall receive a referral slip to be presented to the Employer's representative at the jobsite indicating the name, address, social security number, classification, wage rate, date of proposed employment and date of referral.

(i) One key Journeyman Plasterer or Foreman may be directly employed by the Employer.

(j) Any Employer whose principal office/shop is located outside the geographic jurisdiction of the Local Area where the work is being performed, including those located outside the geographic jurisdiction of the Union, shall obtain, and maintain, fifty percent (50%) of the employees performing covered work from the hiring hall of the Local Area where the work is located.

Section 3. Registration.

(a) Each Local Area shall maintain a list (hereinafter, out-of-work list) of all persons seeking jobs in work covered by this Agreement.

(b) All persons names shall be entered on the out-of-work list in the order in which said persons come into, or call into, the office of the Local Area seeking employment. Each person, at the time of registering for employment, shall indicate his or her own qualifications for different types of work,

and such indication shall be conclusive unless an Employer to whom such person is dispatched reports to the Union that, in its opinion, the worker is not so qualified. In such event, before the worker will again be entitled to preference hereunder, he or she shall be required to pass an objective examination given by the Union or the Employer.

(c) After the employee's name is entered on the out-of-work list, there shall be entered a designation corresponding to the type or types of work which the employee is qualified to perform.

(d) Registration hours at the Local Area offices shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded).

(e) To insure the maintenance of a current out-of-work list, all persons must register on the out-of-work list every week. If such persons do not do so, their names will be removed from the out-of-work list. If such persons register pursuant to the provisions of this section, they shall maintain their previous position on such list subject to the provisions of this section.

(f) Individuals shall be eliminated from the out-of-work list for the following reasons: 1) when such individual is dispatched to a job, except that any such individual who is rejected by the Employer, or fails to complete five (5) full days of work shall retain his/her position on said list; 2) when such individual has failed to accept suitable employment two (2) times during the current week; and 3) when such individual is unavailable for employment because he/she is not ready for dispatch during dispatching hours.

Section 4. Referral.

(a) Orders from Employers for employees will be accepted on the day prior to dispatch or between 7:00 a.m. and 9:00 a.m. of the day needed. Referral hours from the Union shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded). The starting time of pay on all referrals shall commence with the starting time of the job to which they are referred.

(b) The Employer shall have the right to call, by name, any employee who is registered on the out-of-work list and who has been employed by said Employer within the last eighteen (18) months immediately prior to such request being made.

(c) Persons shall be referred in the order in which they have registered for employment but only in accordance with the skill classification designated by each at the time of registration and required by the type of work involved. When an Employer requires and calls for employees possessing special skills and abilities, the Union shall refer the first applicant on the out-of-work list possessing such special skills and abilities.

(d) When the Employer orders more than one employee, he/she may call for every alternate employee by name, provided the employee is registered on the out-of-work list and is available at the time of dispatch.

Section 5. Layoffs.

(a) At the time of a layoff, the Employer shall discharge the employee or employees he/she has selected by name prior to or at the same time he/she discharges the employee or employees that were referred from the out-of-work list as described above in Section 4(d). Employees referred from the out-of-work list shall be discharged in the reverse order in which they were registered on the out-of-work list. However, in the event that the employees have been employed continuously for ten (10) working days, the Employer has the right to discharge said employees without regard to the procedure set forth in this section.

(b) At the time of layoff, the employee shall immediately be paid all wages earned. If an employee quits, the employee shall be paid all wages earned no later than seventy-two (72) hours after the time of quitting or the normal pay day as provided in this Agreement, whichever is earlier.

Section 6. Posting.

(a) The provisions of this section relating to Union Security and Hiring shall be posted by the Employers and by the Local Areas in appropriate places where notices to employees and applicants are customarily posted, including the bulletin boards of the Local Areas.

(b) The Association shall have the right to designate one member of the Association to investigate the hiring hall practices and to inspect the written referral records of the Local Areas, provided that said inspections are made during reasonable business hours. This right of inspection extends only to the written referral records of the Local Areas and to general hiring hall practices. Any discrepancies noted shall be promptly brought to the attention of the Union by letter addressed to the Business Agent for the relevant Local Area.

ARTICLE 5 - WAGES, FRINGE BENEFITS AND TRAVEL PAY

Section 1.

(a) The Union shall have the sole and exclusive right and discretion to allocate and apply all increases in wages and fringe benefits to any fringe benefits provided in this Agreement or to wages.

(b) Any employee employed by an Employer signatory to this Agreement shall be paid the wage rates and fringe benefits provided by this Agreement for the Local Area where he or she is working.

(c) Any employee employed by an Employer signatory to this Agreement outside the area covered by this Agreement shall be paid the wage rates and other monetary benefits of this Agreement or those provided by the Agreement of the Local Union affiliated with the Operative Plasterers' & Cement Masons' International Association ("O.P. & C.M.I.A.") in effect in the area where he or she is so employed, whichever is greater. All fringe benefits shall be paid to the funds set forth in this Agreement at the rates provided herein.

(d) Any employee dispatched by and/or represented by the Union who performs work in the geographic jurisdiction (Alameda, Contra Costa, San Francisco and San Mateo Counties, also called the "Four Counties") of Plasterers' & Shophands' Local Union No. 66, O.P.&C.M.I.A. ("Local 66") shall be paid the base wage rate (not including vacation and dues checkoff) provided by this Agreement or the base wage rate (not including vacation and dues checkoff) provided by the Local 66 collective bargaining agreement (Local 66 Agreement), whichever is greater. Fringe benefits (including vacation and dues checkoff) for work performed by such employees in the Four Counties shall be paid to the funds provided in this Agreement at the rates provided herein. If the fringe benefit rate (including vacation and dues checkoff) provided by the Local 66 Agreement is higher than the fringe benefit rate (including vacation and dues checkoff) provided by this Agreement, the difference shall be paid to the employees vacation account as **Supplemental Vacation**. For work performed in the geographic jurisdiction of the Union, all other provisions of this Agreement shall apply with full force and effect to such employees.

(e) **Supplemental Vacation** shall be separately identified by the Employer when reporting the payment of fringe benefits. The parties to this Agreement agree to provide, and hereby authorize and instruct the third party administrator (Allied Administrators, Inc. and its successors) to provide, a computer printout to Local 66 on a monthly basis, showing for each month, the name of each employee for whom Supplemental Vacation was paid, the name of the Employer, the number of hours worked in the Four Counties, and the amount paid for Supplemental Vacation.

Section 2. (a) The hourly Journeyperson wages and fringe benefits for the Local Areas are as follows:

Area 188 (Counties of Fresno, Kings, Madera and Tulare)(Effective July 1, 2013)

Base Wage Rate	\$24.58
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wages	\$29.21

Pension Fund	\$6.23
Supplemental Pension Fund	2.20
Health & Welfare Fund	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

Area 224 (Counties of Santa Clara, San Benito and Santa Cruz)(Effective July 1, 2013)

Base Wage Rate	\$27.79
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wages	\$32.42

Pension Fund	\$6.23
Supplemental Pension Fund	2.20
Health & Welfare Fund	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

Area 224 (County of Monterey). (Effective July 1, 2013)

Base Wage Rate	\$25.65
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wages	\$30.28

Pension Fund	\$6.23
Supplemental Pension Fund	2.20
Health & Welfare Fund	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

Area 295 (Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba.) (Effective July 1, 2013)

Base Wage Rate	\$27.61
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wages	\$32.24

Pension Fund	6.23
Supplemental Pension Fund	2.20
Health & Welfare Fund	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

Area No. 295 (County of Marin)(Effective 7-1-2013)

Base Wage Rate	\$29.28
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wage	\$33.91

Pension Fund	6.23
Supplemental Pension Fund	2.20
Health & Welfare	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

Area No. 429 (Counties of Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne). (Effective July 1, 2013)

Base Wage Rate	\$27.61
Vacation	3.00
Dues Checkoff	1.63
Gross Taxable Wages	\$32.24

Pension Fund	\$6.23
Supplemental Pension Fund	2.20
Health & Welfare Fund	12.03
Apprenticeship Fund	.95
Labor/Management	.40
Promotion	.50

(b) **Wage and Fringe Benefit Increases**

All Counties except Marin and Monterey

Effective July 1, 2013 \$1.75*
July 1, 2014 \$1.80**
July 1, 2015 \$1.85**
July 1, 2016 \$1.90**

Marin County only

Effective July 1, 2013 \$3.42*
July 1, 2014 \$3.47**
July 1, 2015 \$3.52**
July 1, 2016 \$3.57**

Monterey County only

Effective July 1, 2013 \$2.82*
July 1, 2014 \$2.87**
July 1, 2015 \$2.92**
July 1, 2016 \$1.90**

*Allocated in Section 2 (a) by the Union

**To be allocated by the Union

(c) Notwithstanding any other provision of this Agreement, in no event shall the total hourly wage and fringe benefit package for Journeyman Plasterers performing any work in a particular county be less than three and one-half percent (3.5%) over and above the total hourly wage and fringe benefit package for Hod Carriers/Plaster Tenders performing public work in the same county. However, this provision shall be held in abeyance through June 30, 2017 or, in the event that this Agreement is extended, the termination dates of this Agreement, whichever is later.

(d) When there are increases in the wage/fringe benefit package, the dues checkoff hourly contribution rate shall be three percent (3%) of the new hourly rate. The fringe, vacation and dues check-off rates shall be the same in all areas of the Union.

(e) Monies for vacation and dues checkoff shall be deducted from the net pay of each employee.

Section 3. Reinforcing Applicators.

The Journeyman or Apprentice Reinforcing Applicators shall receive the same wage rates, fringe benefits, travel pay and working conditions as that of the Journeyman or Apprentice Plasterers as set forth herein. The work jurisdiction of the Reinforcing Applicator shall include, but not be limited to, all preparatory work necessary for the first coat of plaster and/or stucco, or any similar, like or substitute material. The Union shall have the exclusive rights over the work jurisdiction of the Reinforcing Applicator.

Section 4. Travel Pay. All Areas

(1) Travel Expense is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite.

(2) Any job located fifty (50) miles or less from your home Local Area Plasterers & Cement Masons Local 300 Hiring Hall shall not be subject to travel expense.

(3) Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of your home Local Area Plasterers & Cement Masons Local 300 Hiring Hall, whichever is closer, shall be paid at the IRS Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return the fifty (50) mile mark.

(4) It is understood that travel expense shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination, whichever is sooner.

(5) The Employer, when requiring the employee to live away from home for “jobs of short duration” shall pay for room and board expenses, or may, at the Employer’s option, pay the employee per diem of eighty dollars (\$80.00) per day for each day he is required to spend the night and is available for work.

(6) **Bridge Tolls:** Tolls shall be paid on the following bridges: the Antioch Bridge, the Benicia/Martinez Bridge, the Dumbarton Bridge, the Golden Gate Bridge, the Richmond/San Raphael Bridge, the San Francisco/Oakland Bay Bridge and the San Mateo/Hayward Bridge.

Section 5. Panel Work.

(a) All work related to the making of panels for Exterior Insulation Foam Systems (EIFS), including but not limited to, the cutting and sticking of foam board, the application of primus adhesive, the embedding of mesh, and the application, by hand or machine, of base coats and finish coats, may, at the option of the Employer, be performed on the jobsite or in a shop by employees who are covered by this Agreement.

(b) The Employer shall pay the full wages and fringe benefits to Plasterers for work related to the making of panels for the Exterior Insulation Foam Systems performed on the jobsite.

Section 6. Fringe Benefits.

Health & Welfare

(a) Effective for all work performed on or after July 1, 2013 the Individual Employer shall pay to the Northern California Plasterers Health & Welfare Trust Fund the sum of twelve dollars and three cents (**\$12.03**) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement.

(b) Any benefits provided by the Northern California Plasterers Health & Welfare Trust Fund to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of the Union and who were members in good standing of the Union during the twelve-month period immediately prior to their retirement date.

(c) The Northern California Plasterers Health & Welfare Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all the provision of said Trust Agreement as so amended.

Pension

(a) Effective for all work performed on or after July 1, 2013 the Individual Employer shall pay to the Northern California Plastering Industry Pension Trust Fund the sum of six dollars and twenty-three (**\$6.23**) per hour for each hour, straight time or overtime, worked by or paid for each of its Employees upon work covered by this Agreement.

(b) The Northern California Plastering Industry Pension Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust

Agreement as so amended.

(c) The parties understand that, on March 10, 2009, the Northern California Plastering Industry Pension Trust Fund adopted a Rehabilitation Plan under which pension benefits were cut and pension contributions were increased by adding "Contribution Enhancements," as defined in the Pension Plan. Within sixty (60) days of the date that pension benefits are reinstated, or if mutually agreed upon, incrementally reinstated, to the pre-Rehabilitation Plan level and the Pension Plan's actuary certifies that the Plan does not need the "Contribution Enhancements" in order to remain 80% funded and to not have a projected funding deficiency for at least seven (7) years, the parties to this Agreement will meet to discuss reallocation of the "Contributions Enhancements" to other fringe benefits and/or wages. If the parties mutually agree on reallocation, then this Agreement will be amended to reflect that reallocation.

(d) Any payments made to retirees by the Northern California Plastering Industry Pension Trust Fund, which are in addition to regular accrued vested benefits and made on a one-time basis, shall be made only to those retirees who are members in good standing in the Union.

Supplemental Pension

(a) Effective for all work performed on or after July 1, 2013, the Individual Employer shall pay to the Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund the sum of two dollars and twenty cents (**\$2.20**) per hour, for each hour, straight time or overtime, worked by or paid for each of its Employees upon work covered by this Agreement.

(b) The Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

Plastering Industry Labor/Management Cooperation Committee Trust Fund

(a) Effective for all work performed on or after July 1, 2013, the Individual Employer shall pay to the Plastering Industry Labor/Management Cooperation Committee Trust Fund the sum of forty-cents (**\$0.40**) per hour for each hour, straight time or overtime, worked or paid for each of its employees upon work covered by this Agreement.

(b) The Plastering Industry Labor/Management Cooperation Committee Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

(c) Monies paid to the Plastering Industry Labor/Management Cooperation Committee Trust Fund shall be used for the following purposes: To improve communication between representatives of Labor and Management; to provide employers and employees with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness; to assist employers and employees in solving problems of mutual concern not susceptible to resolution within the collective bargaining process; to study and explore ways and means of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the area industry; to enhance the involvement of workers in making decisions that affect their working lives; to expand and improve working relationships between workers and managers; and to encourage free collective bargaining by establishing continuing mechanisms for communications between employers and their employees.

Apprenticeship Training Fund

(a) Effective for all work performed on or after July 1, 2013, the Individual Employer shall pay to the Northern California Plasterers Joint Apprenticeship and Training Trust Fund the sum of ninety-five cents (**\$0.95**) per hour, straight time or overtime, worked by or paid for each of its Employees upon work covered by this Agreement.

(b) The Northern California Plasterers Joint Apprenticeship and Training Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all the provisions of said Trust Agreement as so amended.

(c) A Health & Safety Fund shall be created within the Apprenticeship Trust to pay for the cost of the Union sponsored drug screening, First Aid and CPR classes, Scaffold Safety classes including boom and scissor lift, TWIC cards and any other job related education.

Vacation

(a) Each employee covered by this Agreement shall have a Vacation Account at the Operating Engineers #3 Federal Credit Union or other financial institution of the Union's choice.

(b) Effective for all work performed on or after July 1, 2013, the Individual Employer shall deduct from the net wages of its Employees, after taxes, Vacation Pay at the rate of three dollars (**\$3.00**) per hour, for each hour, straight time or overtime, worked by or paid for each of its Employees covered by this Agreement.

(c) The Individual Employer shall report the amount paid for Vacation Pay on the same monthly report forms used for the reporting of payments to the Trust Funds, and shall send Vacation Pay to the address shown on said report forms, to be credited to each Employee's Vacation Account.

(d) Vacation Pay shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to the Trust Funds also shall apply to the payment of Vacation Pay.

(e) In the event of the death or adjudicated incompetence of any Employee who has monies credited to his or her individual vacation account, said monies shall be paid to the beneficiary designated as such under the Health & Welfare Plan upon presentation of a certified copy of the death certificate or a certified copy of the determination of the adjudicated incompetence, or, if no such beneficiary has been designated, to the authorized representative of the estate of the deceased or incompetent employee, or as otherwise provided in the Probate Code of the State of California.

Dues Check-off

(a) Effective for all work performed on and after July 1, 2013, the Individual Employer shall deduct, from the net wages of its employees, after taxes, Union dues at the rate of one dollar and sixty-three cents (**\$1.63**) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement. The Individual Employer shall report the amount paid for dues Check-off (D.C.O.) on the same monthly report forms used for the reporting of payments to the Trust Funds, and shall send such dues to the address shown on said report forms, to be credited the Union. The Union will furnish to the Individual Employer copies of the Dues Check-off authorizations, signed by the employees affected.

(b) The payment of monies withheld from employee wages for Dues Check-off shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to Trust Funds shall also apply to the Dues Check-off payment.

Industry Promotion.

(a) The Employer shall pay fifty-cents (**\$0.50**) for Industry Promotion to the Wall and Ceiling Alliance for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement, as set forth in the itemization of wages and fringe benefits. The Employer shall report the amount paid for Industry Promotion on the same monthly reporting forms used for the reporting of payments to the above-mentioned Trust Fund, and shall send such monies to the address shown on the report forms. All of the provisions set forth in this Agreement concerning payments to the Trust Funds shall apply to monies payable for Industry Promotion. The payments for Industry Promotion shall not constitute or be deemed to be wages due to the employees with respect to whose work such payments are made. The Industry Promotion monies shall be used solely for the purpose of promoting the interests of the Plastering Industry in the area covered by this Agreement.

(b) The payments and contributions that are provided for herein shall be made in accordance with the applicable Trust Agreements and regulations prescribed by the Trustees of the abovementioned Trust Funds.

(c) Promotional monies shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to the Trust Funds also shall apply to the payment of Industry Promotion.

Section 7. Time For Payment To All Funds.

(a) The payments provided for herein are due and payable on or before the tenth (10th) day of the current month and are for hours worked in the preceding month. Contributions shall be made on a reporting form provided by the Trustees and must be filled in properly. Payments not received by the fifteenth (15th) day of the current month shall thereupon become delinquent. Such delinquent Employer shall be assessed, by way of liquidated damages, for the additional expense resulting from the delinquency, and not as a penalty, ten percent (10%) of the amount due and unpaid or \$200.00, whichever is greater, per Fund per month. In addition, all delinquent contributions and/or liquidated damages shall bear interest at the rate of ten percent (10%) per annum from the date each was due until paid.

(b) Postmarks will not be accepted to show timely payment. Whenever the fifteenth (15th) day of the month falls on a Saturday, Sunday or holiday, contributions received on the following business day shall be accepted as timely. Remittance checks not honored by the bank on the initial deposit because of insufficient funds shall be considered as non-payment and the Employer declared delinquent.

(c) If a legal action is filed to collect unpaid contributions or unpaid liquidated damages, the liquidated damages for any contributions still unpaid on the date the legal action is filed shall be increased to twenty percent (20%) of the contributions due. For any late contributions to be deemed paid prior to the filing of a legal action, the Trust Fund must have received cash, a cashier's check, a certified check, a money order or, in the case of an ordinary check, actual payment into the Trust Fund's account from the Employers bank by the end of the last business day before the day on which the lawsuit was filed.

(d) For any non-payment of wages, travel pay, fringe benefits and/or assessed liquidated damages, the Union may remove employees from any shop(s) and/or job(s) of any delinquent Employer until full payment has been made.

(e) When any Employer signatory to this Agreement becomes delinquent in the payment of wages, travel pay, fringe benefits and/or assessed liquidated damages in another area not covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent

Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

(f) In the case of any Employer who becomes signatory to this Agreement and is owing wages, travel pay, fringes and/or assessed liquidated damages in another area covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

Section 8. Audit.

(a) Upon notice in writing from the Joint Conference Board, the Trust Funds or an authorized agent thereof, an Employer must permit any auditor appointed by the Joint Conference Board or the Trust Funds to enter upon his, her or its premises during business hours, at all reasonable times, to examine and copy such books, records, papers and reports of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

(b) The parties agree that the following records are necessary for the completion of an audit pursuant to this section: Employer's quarterly tax returns to the State of California (California Forms DE-3 and DE-6), payroll journals, individual earnings records and time cards for all employees, canceled checks, general check registers, check stubs, Forms 1096 and 1099 submitted to the United States Government, reports to all other Trust Funds, cash receipts journals, cash disbursements journals, invoices, contracts and any other records which the accountant deems necessary or relevant to complete the audit.

(c) In case an Employer fails or refuses to submit to an audit or confirm an audit appointment within seven (7) days following demand, the Trust Funds may file an action at law or in equity or, at the Trustees option, may resort to the grievance and arbitration procedures set forth in this Agreement. Any Employer who refuses audit entry shall pay all the legal fees and costs necessary in obtaining the audit of such Employer.

(d) The cost of the audit shall be borne by the Employer if a shortage is disclosed by the audit. If no shortage is disclosed, the Trust Funds shall bear the cost. Any audit cost incurred as a result of an Employers cancellation of an audit, without at least two (2) working hours' notice to the auditor, or as a result of failing to make all records available, shall be borne by that Employer and not the Trust Funds regardless of the results of the audit.

(e) If a payment obligation is disclosed by the audit for which no fringe benefit payment was received by the Trust Fund, and for which the number of hours worked cannot be plainly ascertained, the Trustees will determine the appropriate formula to be applied to compute the Trust Fund contributions owed. The Employer shall be required to comply with such formula and make payments to the Trust Funds immediately upon being advised of the amount due.

(f) The purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer understands that the purpose of the audit would be defeated if he, she or it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Fund auditor, upon request, all of the aforementioned books and records maintained by the Employer.

(g) The parties agree that the auditor will only report items to the Trust Funds which may constitute a violation of this Agreement. Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

Section 9. Bonds.

(a) Should an Employer become delinquent in making monthly fringe benefit contributions, the Employer shall be required to post an indemnity bond through a recognized bonding company for one (1) year, or post a certified cashier's check for said year. The amount of the bond or cashier's check shall be double the average of the Employers monthly contributions for the twelve (12) months prior to said delinquency, but not less than \$2,500.00. The Employer shall be allowed to cancel the bond or cashier's check after one (1) year, provided that the Employer has no delinquencies during the one (1) year period.

(b) The indemnity bond shall be in a form as approved and acceptable to the Union and the Association.

(c) In lieu of a bond, the Employer may deposit a certified cashier's check with the Administrator of the Northern California Plasterers Health and Welfare Trust Fund.

(d) The indemnity bond or certified cashier's check shall indemnify for any assessment of wages, fringe benefits and/or liquidated damages, for violations of this Agreement or any other obligation as provided for in this Agreement, including attorneys' fees and/or audit fees necessary for collection of said assessments.

(e) If the indemnity bond or the certified cashier's check must be assessed due to the Employer's refusal or inability to pay amounts due, the Employer shall be considered as having defaulted. Before a defaulting Employer can resume operation under any name signatory to this Agreement, the Employer must reinstate his/her good standing by:

(1) Satisfying any and all obligations consistent with the terms of this Agreement and the provisions and stipulations of the indemnity bond; and

(2) Depositing an indemnity bond or certified cashier's check with the Union, in the amount as determined to be right and just by the Union and the Association, for a period of one (1) year.

ARTICLE 6 - HOURS AND WORKING CONDITIONS

Section 1.

(a) The regular work week shall be forty (40) hours per week, Monday through Friday. The regular work day shall be eight (8) hours, commencing at 8:00 a.m., taking 12:00 noon to 12:30 p.m. for lunch, quitting at 4:30 p.m. Upon notification to the Union, an Employer may commence work at 7:00 a.m., taking 11:00 a.m. to 11:30 a.m. for lunch, and quitting at 3:30 p.m. All work performed in excess of eight (8) hours in a regular work day or in excess of forty (40) hours in a regular work week and up to eight (8) hours on Saturday shall be paid at the overtime rate of one and one-half (1 1/2) times the rate of wages established by this Agreement. Any work performed after eight (8) hours on Saturday and any work on Sunday or on any holiday listed in this Agreement shall be paid at the double time rate. The Union reserves the right to regulate the working hours for any specified job that has an early/late starting time due to existing job conditions.

(b) Holidays.

	2013	2014	2015	2016	2017
NEW YEARS DAY		Wed 1-1	Thurs 1-1	Fri 1-1	Mon 1-2
M. L. KING DAY		Mon 1-20	Mon 1-19	Mon 1-18	Mon 1-16
PRESIDENTS DAY		Mon 2-17	Mon 2-16	Mon 2-15	Mon 2-20
MEMORIAL DAY		Fri 5-23	Fri 5-22	Fri 5-27	Fri 5-26
		Mon 5-26	Mon 5-25	Mon 5-30	Mon 5-29
INDEPENDENCE DAY	Thurs 7-4	Fri 7-4	Fri 7-3	Mon 7-4	
LABOR DAY	Fri 8-30	Fri 8-29	Fri 9-4	Fri 9-2	
	Mon 9-2	Mon 9-1	Mon 9-7	Mon 9-5	

THANKSGIVING	Thurs 11-28	Thurs 11-27	Thurs 11-26	Thurs 11-24
	Fri 11-29	Fri 11-28	Fri 11-27	Fri 11-25
CHRISTMAS	Wed 12-25	Thurs 12-25	Fri 12-25	Mon 12-26

(c) Written permission from the Union must be obtained before any plastering work shall be permitted outside of the regular eight (8) hour, five (5) day week specified in Section 1 above. All overtime work must have twenty-four (24) hour approval of the Union.

(d) If a job must continue after the usual working hours and permission has been granted, the Journeyman and Apprentice Plasterers shall be allowed thirty (30) minutes after 5:00 p.m., but not later than 6:00 p.m., for dinner and an additional break of thirty (30) minutes every four (4) hours thereafter, and the wages shall be continuous. All employees on said overtime job or project shall continue on said job or project until its completion. There shall be no discharge of any portion of any crew employed on a job or project that has been approved for overtime.

(e) **Shift Work.** Where construction conditions warrant, there shall be a pre-job conference to set rotation of shifts, hours and overtime provisions and related items peculiar to such job or operation. No less than two (2) shifts shall be worked in any twenty-four (24) hour period. The wages for shift work shall be as follows:

DAY SHIFT	For 8 hours' work, 8 hours' pay at the straight time rate.
SWING SHIFT	For 7 1/2 hours' work, 8 hours' pay at the straight time rate.
GRAVEYARD SHIFT	For 7 hours' work, 8 hours' pay at the straight time rate.

(f) **Show Up Time.** Any Plasterer who reports to work at the regular starting time but is given no work shall receive not less than two (2) hours wages, plus travel expenses. The above shall not be enforced if the employee is under the influence of alcohol or drugs or is prevented from working by circumstances beyond the Employers control.

(g) **Pay Day.** All Plasterers shall be paid once a week on or before 3:00 p.m. on Friday on the job where he/she is working. If an employee does not receive his/her wages when due, he/she shall receive pay at the regular rate of wages for each working hour until paid. The Employer has the right to end its payroll week at 4:30 p.m. on Wednesday, but not more than three (3) days prior to the end of the work week.

(h) **Bounced Payroll Checks.** Whenever an Employer's payroll check is returned from the bank because of insufficient funds, said Employer, upon notification, shall redeem said check by means of cash or money order. The Employer shall be assessed damages of one hundred dollars (\$100.00) or twenty percent (20%) of the net amount of the check, whichever amount is greater.

(i) No Journeyman or Apprentice Plasterer shall furnish any equipment other than the customary kit of Plasterers tools which shall consist of hawk, trowels, pointing and margin tools, scratchers, floats (wood, cork, rubber and angle), finish brush, level and other small tools necessary to achieve a finished product. All Journeyman and Apprentice Plasterers shall be required to wear a white uniform.

(j) On a gun crew (scratching), there shall be a minimum of four (4) Plasterers working on and behind the gun. On a gun crew (browning), there shall be a minimum of five (5) Plasterers working on and behind the gun. Should a job or project not warrant the above stated ratio of Plasterers, the Employer shall call for a pre-job conference prior to starting the job or project to determine if the ratio should be changed.

(k) **Gun Pay.**

All Areas. All Plasterers working on and/or behind the gun shall receive five dollars (**\$5.00**) per day over the scale.

(l) **Swinging Scaffold Pay.**

All Employees working on an exterior suspended scaffold shall be paid an additional ten dollars (**\$10.00**) per day and must be furnished with a full body harness.

(m) Each Employer shall provide for the safety of his/her employees by complying with all Federal and State laws and building codes pertaining to the plastering industry.

(n) The Union agrees that it will place no limitation upon the amount of work that Journeyman and Apprentice Plasterers may perform and shall not impose restrictions against the use of any tools or materials unless such tools or materials are injurious to the health and safety of the Journeymen and Apprentices or reduce the quality of the work performed.

(o) **Parking.** Where parking is restricted within a three (3) block radius of the jobsite, the Employer shall pay all Plasterers for parking, upon presentation of a validated parking receipt. This section shall not apply where the Employer provides parking within the three (3) block radius of the jobsite.

(p) **Rest Periods.** Each Employer shall authorize and permit all employees to be given a minimum ten (10) minute coffee break or rest period for each four (4) hours, or major portion thereof, worked. This means that during a regular eight (8) hour work day, the employees must receive two (2) 10-minute breaks in addition to the mandatory 30-minute meal period. The rest period shall be, insofar as practicable, in the middle of each 4-hour work period, at the convenience of the job operations, and shall be scheduled at the Employers discretion as the job dictates. If the Employer fails to provide an employee a rest period in accordance with this Section, the Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employees regular rate of compensation for each work day that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods shall take place at areas designated by the Employer, which may include or be limited to the employees immediate work area.

(q) **Clean-Up Time.** All Journeyman and Apprentice Plasterers shall be allowed fifteen (15) minutes clean-up time prior to quitting time where the job warrants it.

(r) The Journeyman on the nozzle shall not apply fireproofing materials for a period of more than two (2) hours without relief by another Journeyman Plasterer. Any job using not more than eighty (80) sacks of fireproofing materials per eight (8) hour day is exempt from the provisions of this paragraph.

(s) There will be no plaster work of any kind let by piece or contract lump sum by an Employer directly with Journeyman or Apprentice Plasterers.

(t) **Inclement Weather.** If work is missed during a regular work week, Monday through Friday, due to adverse weather conditions, an employee shall have the option to work for his/her Employer on Saturday at straight time pay, not to exceed forty (40) hours for the week.

(u) If the employer provides transportation to the jobsite, and if its' convenient for the employees then there shall be no travel pay. The Employer is still required to pay for any bridge tolls and lodging on jobs that require an overnight stay.

Section 2. Foremen.

(a) On all jobs or projects employing a Plasterer or Plasterers, there shall be a Foreman appointed by the Individual Employer prior to the start of the job. Any Plasterer acting as Foreman shall receive ten percent (**10%**) per hour over and above the Journeyman wage rate.

- (b) When eight (8) or more Plasterers are on the job, the Foreman has the option not use his tools and he or she shall receive fifteen (15%) per hour over and above the Journeyman wage rate.
- (c) An Apprentice Plasterer shall not be designated as a Foreman or Superintendent.
- (d) Any Journeyman Plasterer who is given substantial responsibility (in addition to his or her plastering duties) by the Individual Employer shall be classified as a Foreman.

Section 3. Union Representatives and Stewards.

(a) Union representatives shall be permitted at all times to enter any place or location where any work covered by this Agreement is being, has been, or will be, performed. Where there are visitation restrictions imposed at the jobsite by entities other than the Employer, the Employer will use his best efforts to provide access to the site for the Union representatives.

(b) The Union reserves the right to appoint a Steward who shall be appointed from among the Journeyman Plasterers employed on the job who are members in good standing of the Union. The Steward shall be permitted by the Employer to perform his/her duties during working hours, provided, however, that the Steward shall make every reasonable effort to perform his/her duties as promptly and expeditiously as possible.

ARTICLE 7 - APPRENTICES

Section 1. The Association, the Employers and the Union recognize the need for apprenticeship training and to this end shall indenture apprentices in each of the trades employed in full conformity with Section 1777.5 of the Labor Code of the State of California.

Section 2. A committee of ten (10) persons, five (5) from management and five (5) from labor, is established as the Northern California Plasterers Joint Apprenticeship and Training Committee (JATC or Apprenticeship Committee). All Apprentices registered through the Local Areas will be indentured to the Apprenticeship Committee. The Apprenticeship Committee shall see that all Apprentices abide by all rules governing their schooling and wages. The Apprenticeship Committee shall meet once a quarter at the time and place it determines.

Section 3. All applicants for apprenticeship shall serve a probationary period of one hundred eighty (180) days commencing with the first day of work for an Employer under this Agreement. At the end of the probationary period, if conditions are acceptable to both the Employer and the employee, said employee shall continue his/her apprenticeship with said Employer, subject to the conditions established by the JATC.

Section 4. Apprentice Plasterers shall receive the following percentages of the Journeyman base hourly wage rate:

1st six months	50%
2nd six months	55%
3rd six months	60%
4th six months	65%
5th six months	70%
6th six months	75%
7th six months	80%
8th six months	95%

In addition, beginning with the 3rd six-month period, the Employer shall include vacation and dues checkoff at the full Journeyman rate in the gross taxable wages of the Apprentice. In order to progress to the next wage rate, the Apprentice must have worked a minimum of seven hundred and fifty (750) hours and completed seventy-two (72) hours of class time in the previous six-month period, and the Employer must be so notified. Unless the Employer has been advised of the Apprentice's progression to the next wage rate, the increase will not be retroactive.

Section 5. During the 1st and 2nd six-month periods, the Employer shall pay contributions for the Apprentice for health and welfare at the full Journeyman rate, but no other fringe benefits. During the 3rd and 4th six-month periods, the Employer shall pay contributions for the Apprentice for all fringe benefits with the exception of pension and supplemental pension. Beginning with the 3rd six-month period, the Employer shall deduct vacation and dues checkoff at the full Journeyman rate from the net pay of the Apprentice and pay said monies along with the fringe benefits. Beginning with the 5th six-month period, the Employer shall pay contributions for the Apprentice for all fringe benefits set forth in this Agreement at the full Journeyman rate. No Employer is required to pay any monies to the Apprenticeship Fund other than the amounts in the wage and fringe benefit package.

Section 6. When an Employer employs three (3) or more Journeyman Plasterers and calls the Union for an employee or employees, the Union has the exclusive right to refer an Apprentice for employment and training should there be an Apprentice registered on the out-of-work list.

ARTICLE 8 - WORK JURISDICTION

Section 1. Plasterers covered by this Agreement shall have jurisdiction over the following work, without limitation: All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, and corner beads when stuck, mechanically fastened or attached by any means. This includes the plastering and finishing of hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, skim coating (level 5) and all other methods, nail holes and bruises on wallboard and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

Section 2. All acoustic blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the Plasterers covered by this Agreement. Also the sticking, nailing, and screwing of all composition caps and ornaments shall be the work of the Plasterers. The preparing, scratching and browning of ceilings and walls when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same shall be the work of Plasterers covered by this Agreement. The work of the Plasterers also includes: All phases of interior and exterior insulating foam systems from the cutting and sticking of the foam board out to a finished product. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, out-sulation, ultralation, lead abatement, escapsulation and

all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels.

Section 3. All casting shall be done by Plasterers covered by this Agreement. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine or any other method, except a base six inches or less, is the work of Plasterers covered by this Agreement.

Section 4. All cement plastering on walls over and above a six-inch base shall be supervised and executed by Plasterers covered by this Agreement.

Section 5. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or method of application, color of materials used and regardless of the type of base these materials may be applied to.

Section 6. All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by Plasterers covered by this Agreement. All plaster castings stuck shall be the work of the plasterer. All mortar boards must be raised at least eighteen inches above the scaffold.

Section 7. The masking and covering of windows and floors with shields or any other method of covering and the removing of said covering to a clean and finished job shall be done by Plasterers covered by this Agreement.

Section 8. The Plasterers will perform all mixing and transportation of all materials from the mixing area to the work area, the setting and moving of scaffold, covering and taping of all areas to which plaster will abut, clean-up work and, in general, the tending of all the Plasterers needs to insure a true and finished product.

Section 9. Plasterers covered by this Agreement have jurisdiction over all casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone.

Section 10. Plasterers shall perform casting as follows:

- (a) Domes that do not exceed two (2) feet in diameter may be cast.
- (b) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
- (c) Moldings clustered with enrichment may be cast.
- (d) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.
- (e) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
- (f) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.
- (g) All small spandrels or panels under two feet, small caps and other similar work may be cast.
- (h) All caps not exceeding two feet in diameter may be cast.

- (i) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (j) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

Section 11. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

Section 12. The Employers and the Union agree to be bound by all of the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the Plan).

ARTICLE 9 - WORK PRESERVATION

Section 1.

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and all work covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, or any of its officers, directors, owners, partners or stockholders, exercises either directly or indirectly, such as through family members, any significant degree of ownership, management or control, that other business entity will be bound to this Agreement and will pay its employees wages and fringes in an aggregate amount equal to that required under this Agreement.

(b) All charges of violations of Section 1(a) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided for in this Agreement. As a remedy for violations of this Article, the Joint Conference Board is empowered, at the request of the Union, to require an Employer to pay the Union the difference between the wages and fringe benefits actually paid by the other business entities as defined in Section 1(a) and the amount required to be paid pursuant to Section 1(a) of this Article, plus interest at the prime interest rate. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of Section 1(a) nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.

(c) If, as a result of violations of this Article, it is necessary for the Union to institute court action to enforce an award rendered in accordance with this Article, or to defend any action which seeks to vacate such award, the Employer shall pay any accountants and attorneys fees incurred by the Union, plus costs of the litigation, which have resulted from the bringing of such court action.

Section 2. None of the work covered by this Agreement which is to be performed at the site of construction, alteration, plastering or repair of any building, structure or other work shall be subcontracted, except to an Employer which is signatory to or otherwise party to this Agreement. Any Employer violating the requirement of this section shall pay to the employees registered for employment on, and next entitled to dispatch from, the out-of-work list of the Local Area with jurisdiction over the jobsite, the wages and other benefits to which they would have been entitled,

and to the Trust Funds the contributions which would have been due to them, upon the hours which would have been worked by said employees but for the violation.

Section 3. The fabrication or preparation of all materials, structures or component parts of structures involving work within the jurisdiction of the Union as defined in this Agreement, which has normally and traditionally been done at the jobsite by employees covered by this Agreement shall continue to and must be performed by the employees covered by this Agreement. No employee may be discharged, laid off or otherwise disciplined for refusing to install any such materials, structures or component parts of structures which have been fabricated on or off the jobsite by employees receiving wages, hours or other conditions of employment less favorable to employees than the wages, hours or other conditions of employment provided by this Agreement.

Section 4. It is the intent of this Article to protect and preserve for the employees covered by this Agreement, all of the work which has normally and traditionally been performed by Plasterers represented by the O.P. & C.M.I.A. and to maintain the wages, hours and other conditions of employment they have enjoyed with respect thereto.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. During the term of this Agreement and so long as neither party is in violation of any of the provisions of this Agreement, there shall be no strikes or lockouts.

Section 2. It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for the uniform interpretation and application of the provisions of this Agreement, the parties hereto shall establish the Joint Conference Board.

Section 3. Whenever an alleged violation of this Agreement, or any dispute concerning the meaning, interpretation or enforcement of this Agreement, exists between the Union and any Employer and/or the Association, the Union, the Association or an Employer may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievant understanding of the dispute. The other party, not later than five (5) working days after receipt of said grievance, shall serve a statement of its understanding of the dispute on the grievant.

Section 4. If the parties cannot resolve the grievance within ten (10) working days after the filing of the grievance, the Joint Conference Board shall be constituted and take jurisdiction. The Joint Conference Board shall consist of two (2) representatives selected by the Union, each of whom shall be a member of one of the signatory Local Areas, and two (2) representatives selected by the Association, each of whom shall be a member of the Association and/or an Employer signatory to this Agreement. The Joint Conference Board shall select a Chairperson and a Secretary from its membership.

Section 5. The Joint Conference Board shall determine the time and place of meetings, the rules of procedure and all other details necessary to promote and carry out the business for which it has been appointed. The Joint Conference Board shall hold hearings, as necessary, to review the evidence pertaining to the grievance. The Joint Conference Board shall issue a written decision

within five (5) working days after the close of the hearing on the grievance. The decision of the Joint Conference Board shall be final and binding upon all parties.

Section 6. If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any grievance within five (5) working days after hearing the grievance, it shall lose jurisdiction thereof and the members of the Joint Conference Board shall choose an impartial Arbitrator to decide the matter.

Section 7. If the Joint Conference Board cannot, or does not, agree on an Arbitrator within ten (10) working days after it has lost jurisdiction to decide the case, the Chairperson or Secretary of the Board, or the party aggrieved, whether the Union, the Association, or an Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

Section 8. The Arbitrators decision shall be final and binding on all parties.

Section 9. The cost of any arbitration, including the expense of employing an Arbitrator, employing a court reporter and obtaining a transcript for the arbitration, shall be borne equally by the Employer and the Union.

Section 10. Under no circumstances shall the Joint Conference Board hear a grievance by an employee against an Employer unless said grievance was brought to the attention of the Union and the Employer within ten (10) working days of the date that the employee first knew or, in the exercise of reasonable diligence, should have known, of the facts giving rise to the grievance, provided, however, that a grievance involving the rights of employees represented by the Union as a class, as distinguished from the rights of an individual employee, shall be limited only by the applicable statute of limitations.

Section 11. After the Joint Conference Board or the Arbitrator issues a decision, said decision shall be immediately placed into effect and work thereafter shall continue in accordance with this Agreement and the provisions of said decision. If an Employer fails to comply with the decision of the Joint Conference Board or the Arbitrator, as the case may be, it shall not be a violation of this Agreement for the Union to strike said Employer, to refuse to supply employees for the jobs of said Employer and/or to withdraw employees from the job or jobs of such Employer.

Section 12. Employer Violations. In the event of a violation of the hiring procedure or overtime clauses of this Agreement or a violation of Uniform Building Codes, the amount of damages sustained by a violation or breach would be impractical or extremely difficult to fix by way of actual damages. Therefore, it is agreed that the Employer shall pay, as liquidated damages, the sum of fifty dollars (\$50.00) for each violation for each day the violation continues in addition to any monies due to any employee or to the Trust Funds or for any special damages that may be proved, said sum to be paid within forty-eight (48) hours.

ARTICLE 11 - QUALITY CONTROL

Section 1. All work, curing, application and treatment of any and all plaster and/or plaster materials shall conform at least to the building code of the community in which it is located, to the specifications of the job, to the minimum standards set herein, and must be done in a workmanlike manner.

Section 2. All grounds, vents, cornerbeads, light receptacles, aluminum trim, sidewalks, patios, fireplaces, water tables and any other surface to which plaster abuts, must be reasonably straight, evenly margined, tooled and cleaned.

Section 3. The tool known as the L.A. scratcher shall not be used as the final procedure in the application of a scratch coat of cement or plaster by either the Employer or the employees. The final procedure of scarifying shall be done with a wire scarifier.

Section 4. The Employer shall furnish the following tools: rods, featheredges, dash brushes and darbies. The Employer shall also furnish the following EIFS tools: floats, rasps, utility blades and special reveal tools.

ARTICLE 12 - GEOGRAPHIC AND MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement; to initiate such modification to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Employers.

ARTICLE 13 - MOST FAVORED NATIONS CLAUSE

Section 1. No Employer party hereto shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than any other Employer employing employees on similar work on the same job or project under this Agreement.

Section 2. Special Project Agreements.

(a) The Union reserves the right to enter into Project Agreements with Employers who are signatory to this Agreement which contain working conditions, including wages, fringes or hours, more favorable to the Employer than those provided herein. In that event, except as provided herein, all Employers signatory to this Agreement shall have the right to substitute the more favorable terms and conditions. When a Project Agreement is entered into by the Union, the more favorable terms and conditions which may be applied by the Employers shall be limited to the specific job or jobsite.

(b) In order to avoid misunderstandings or disputes, the Union agrees to immediately notify the Association of any agreement entered into which contains more favorable terms and conditions than this Agreement, or a modification of this Agreement which has the same effect. Included in such notification shall be the name of the general contractor and, as the case may be, the name of the job or jobsite involved. Any disputes arising in regard to the granting of any Project Agreements shall be referred to the Joint Conference Board and those procedures contained therein shall govern.

ARTICLE 14 - SAVINGS CLAUSE

To the best knowledge 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 held or determined to 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 or determined to be illegal, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the provisions so held to be illegal are wholly inseparable from the remaining provisions of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 15 - TERM, TERMINATION AND RENEWAL

This Agreement shall remain in full force and effect until midnight June 30, 2017, and shall be renewed from year to year thereafter unless either party to this Agreement gives written notice of termination to the other at least sixty (60), but not more than ninety (90), days prior to the expiration date of this Agreement or any extension, modification or successor Agreement then in effect. The Association and the Union have agreed to open negotiations by no later than February 1, 2017 for an extension, modification, amendment, supplement or renewal of or to this Agreement. Notice to the Association shall be deemed notice to each of the Employers who are members of the Association and/or who have delegated their bargaining authority to the Association at the time of such notice.

ARTICLE 16 - NEGOTIATIONS

Section 1. The foregoing Agreement constitutes the entire contract between the Association and the Union, and no additions, alterations or modifications shall occur herein without the voluntary, mutual consent of such parties, during the period of this Agreement, provided, however, that either of such parties may call for a conference on voluntary changes during the life of this Agreement, and both such parties shall thereupon meet to confer on such changes and, if agreement is reached, such agreements shall become a part of this Agreement.

Section 2. The Union shall have the sole power to amend and incorporate into this Agreement the following: 1) the new assigned Local number and the total jurisdiction of the Local; 2) list all Locals as sub-areas of the new Local with individual jurisdiction; 3) add other Locals to this Agreement with separate wage/fringe packages; 4) add the Contractor Associations from the other now existing areas that become signatory to this Agreement; 5) adjust the wages and/or fringes within the total wage/fringe package of any Local Area. All signatory contractors shall be notified within fifteen (15) days of any and all changes under this Section.

Section 3. At the appropriate times under this Agreement, at mutually agreeable location(s), the Union and the Association shall engage in negotiations concerning the increases in the wage/fringe package to be paid in each Area. The Employers bound by this Agreement shall be bound by the results of negotiations between the Union and the Association.

The foregoing Agreement, consisting of thirty-two pages, constitutes the LABOR AGREEMENT between the Wall and Ceiling Alliance and Plasterers' and Cement Masons' Local Union No. 300 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO, effective from July 1, 2013 through June 30, 2017.

Wall and Ceiling Alliance




Steve Eckstrom, President



Frank Nunes, Executive Director

Date 2-1-13

Plasterers & Cement Masons Local 300



Michael J. Moylan, Acting Business Manager
International Trustee

Date 2-1-2013

APPENDIX A

The Employers who are Association members and have delegated their bargaining authority to the Wall and Ceiling Alliance are:

Aderhalt Specialty Company, Inc.
Allen Specialties
Anning Johnson Co.
Berger Brothers, Inc.
Boeger Plastering
Boyette Construction
Brady Co. Central California
California Drywall
Coast Building Products
Daly's Drywall & Taping, Inc.
Davidson Plastering, Inc.
Excel Lathing
Elite Plastering, Inc.
Fisher Lath & Plaster
Freas Plastering
Frey Plastering
Giampolini
Harrison Drywall
Hartley Construction
Henley & Company
Ironwood Commercial Builders, Inc.
Ironwood Plastering Co.
J & J Acoustics
KHS&S Contractors
Karsyn Construction
Meiswinkel Company (RFJ, Inc.)
McCray
Nevell Group
Northbay Drywall & Plastering Co.
Novi Plastering
O'Donnell Plastering
Pacific West Lath & Plaster
Patrick J. Ruane, Inc.
Performance Contracting, Inc.
Raymond-North
Rutherford
Service Plastering II
Stockham Construction
W. F. Hayward Co.

MEMORANDUM AGREEMENT

IT IS AGREED between the undersigned Employer and Operative Plasterers’ and Cement Masons’ Local Union No. 300 (Union), in consideration of services performed and to be performed for the Employer by employees represented by the Union, as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Labor Agreement between the Union and the Wall and Ceiling Alliance (Association), effective July 1, 2013 through June 30, 2017 (Labor Agreement). The Labor Agreement is incorporated herein by reference. The undersigned Employer hereby expressly acknowledges receiving a copy of the Labor Agreement.
2. The undersigned Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Labor Agreement and with all future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement which may be negotiated between the parties thereto for the term thereof.
3. The undersigned Employer hereby designates the Association as its bargaining agent with the Union, becomes a party to the multi-employer Labor Agreement, and becomes a member of the multi-employer unit represented by the Association. Execution of this Agreement does not establish membership in the Wall and Ceiling Alliance.
4. The undersigned Employer does hereby irrevocably designate and appoint the employer trustees for the Trust Funds mentioned in the Labor Agreement as his, her or its attorneys in fact for the selection, removal and substitution of trustees as provided in the Trust Agreements, as said Trust Agreements may hereafter be amended.
5. The undersigned Employer hereby agrees that should it become a party to a grievance under the Labor Agreement; the representatives to the Joint Conference Board selected by the Association shall be its representatives on the Joint Conference Board.
6. The undersigned Employer recognizes the Union as the sole and exclusive majority collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Employer performing work on all present and future job sites within the area covered by the Labor Agreement, on the following basis. The Union has requested that the Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to the Employer evidence that the Union has the support of a majority of the Employer’s employees; and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

Initials:

Employer

Union

7. The undersigned Employer specifically waives any right that he, she or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

8. This Memorandum Agreement shall remain in full force and effect for the term of the Labor Agreement between the Union and the Association for the period from July 1, 2013 through June 30, 2017, and shall continue thereafter from year to year, or for the term of any future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement which may be negotiated between the parties thereto, whichever is longer, unless either party to this Memorandum Agreement gives written notice by certified mail to the other of a desire to change or cancel this Memorandum Agreement at least sixty (60), but not more than ninety (90), days prior to June 30, 2017 or the termination date of any modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement. All notices given by the Union to the Association shall constitute sufficient notice by the Union to the undersigned Employer, provided however that a notice to the Association by the Employer shall not constitute sufficient notice of intent not to be bound by any modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement.

OPERATIVE PLASTERERS' AND CEMENT MASONS' LOCAL UNION NO. 300

PRINTED NAME _____
TITLE _____
SIGNATURE _____
DATE _____

EMPLOYER _____
ADDRESS _____
CITY _____ ZIP _____
TEL. NO. _____ FAX NO. _____
E-MAIL _____
CONTRACTOR'S LICENSE NO. _____
CONTRACTOR'S LICENSE CLASSIFICATION(S) _____
PRINTED NAME _____
TITLE _____
SIGNATURE _____
DATE _____

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SUBSTANCE ABUSE POLICY BETWEEN PLASTERERS' AND CEMENT MASONS' LOCAL UNION NO. 300, O.P.&C.M.I.A AND THE WALL AND CEILING ALLIANCE

This Substance Abuse Policy, the "Policy," has been adopted by the collective bargaining parties – Plasterers' and Cement Masons' Local Union No. 300, O.P.&C.M.I.A ("Union") and the Wall and Ceiling Alliance ("Association") on behalf of Employers who have authorized said Association to represent them, and other Employers signatory to the Labor Agreement between the Association and the Union.

POLICY

1. The Association, the Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.
2. In order to implement this Policy, the following agreements have been reached:
 - A. An employee shall not purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while on the Employer's job premises, while working on any jobsite in connection with work performed under the Labor Agreement, or when using an Employer's vehicle.
 - B. The proper use of prescription drugs as part of a medical treatment program is not a violation of this Policy. The improper use of prescription drugs is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug may present a safety risk are to report such drug use to the Employer's Management Representative to ensure the safety of themselves, other employees, Employer property, and Employer vehicles.
 - C. Any employee who is found to be in violation of this Substance Abuse Policy described above shall be subject to discipline up to and including discharge. Employees engaged in the sale or purchase of illegal drugs during working hours shall be subject to immediate termination and shall not be eligible for rehire.
3. At the discretion of the Employer, any employee may be required, in connection with or instead of disciplinary action, to participate in an approved drug assistance or rehabilitation program. Such rehabilitation shall be at no direct cost to the Employer. The Employer shall not pay the employee for any work time lost by the employee as a result of disciplinary action or rehabilitation.

PRIOR NOTICE OF TESTING POLICY

1. The following types of notice are required:
 - A. The Employer shall be allowed to implement this Substance Abuse Policy for all work performed by an Employer within the Union's jurisdiction, upon written notice to the Union at least 60 days prior to implementation and subject to annual renewal.
 - B. When calling the Union hiring hall for workers, the Employer shall advise the Union dispatcher that the Employer has implemented this Substance Abuse Policy and intends to drug test dispatched workers.
 - C. The Employer shall provide written notice of this Policy to all employees and workers dispatched to a jobsite where this Policy is in effect. The Employer shall provide each employee with a copy of this Policy.
2. Failure to give any forms of notice required by this Section shall make any drug testing engaged in by the Employer a violation of the Labor Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any employee. In addition, if the Employer repeatedly abuses the notice requirements described in Section 1 above, the Employer may not implement any form of drug testing for six months. Further, failure to give notice as required by Section 1 above shall result in the payment of two hours show-up time to any dispatched worker who refuses to be tested, and the worker shall not be subject to the three-month bar as described in Section 5(D) of the Identification and Consent Procedures.

TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions shall apply:

1. **Illegal Drugs:**
For the purpose of this Policy, the terms "illegal drugs" or "drugs" refer to Cocaine, Opiates, Phencyclidine, Marijuana and the Amphetamine Group.
2. **Prescription Drug:**
A drug lawfully available for retail purchase only with a Doctor's prescription.
3. **Reasonable Cause:**
 - A. Reasonable cause shall exist when a jobsite Management Representative not in the bargaining unit who is trained in detection of drug use, acting in good faith and in a prudent manner, substantiates in writing specific behavioral performance or on-the-spot physical indicators of being under the influence of drugs or alcohol on the job. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably

explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form "A" attached).

B. The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

- (1) Incoherent, slurred speech;
- (2) Odor of alcohol on the breath;
- (3) Staggering gait, disorientation, or loss of balance;
- (4) Red and watery eyes, if not explained by environmental causes;
- (5) Paranoid or bizarre behavior;
- (6) Unexplained drowsiness.

C. An Employer may require that an employee who contributed to an accident resulting in damage to plant, property or equipment or injury to him/herself or others may be tested for drugs or alcohol where the Employer has reasonable cause to believe that the accident resulted from the employee being under the influence of drugs or alcohol.

4. SAMHSA is the Substance Abuse and Mental Health Service Administration of the United States Department of Health and Human Services.

5. MRO is the Medical Review Officer designated by the Employer.

IDENTIFICATION AND CONSENT PROCEDURES

1. An employee may be required to submit to urine, drug or alcohol testing only if the Employer has "reasonable cause" to believe that the employee is under the influence of drugs or alcohol in violation of this Policy. The Employer may order urine testing only for "reasonable cause."

2. If a Management Representative (not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the Management Representative shall immediately take the following actions:

- A. Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee shall be given the opportunity to contact a Union Representative. The employee shall also be provided with a Consent for Urine Test for Drugs and/or Alcohol Form setting forth the rights and obligations of the employee (see Form “B” attached);
 - B. Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the names of the person(s) making the supporting observations;
 - C. Provide a completed copy of the Incident Report Form to the bargaining unit employee before he/she is required to be tested, (and one copy to the Union Representative, if present). After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.
 - D. Provide the employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is required;
 - E. If the Management Representative(s), after observing the employee, and hearing any explanation, conclude(s) that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a urine drug test, and the employee shall be asked to sign the attached Consent for Urine Test for Drugs and/or Alcohol Form.
3. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.
4. Unless there is reason to believe that the person being tested has previously altered a sample, or unless there is agreement in writing, an individual shall be allowed to provide the required specimen in the privacy of a stall or partitioned area.
5. A worker dispatched to a jobsite where the Policy is in effect may be required to:
- A. Submit to an oral test for testing illegal drugs as defined in this Policy. The testing of such workers must be conducted in compliance with the “Drug Testing Procedures” described in this Policy, and be required of dispatched workers *only* on the first day of reporting to the initial jobsite. This drug and alcohol testing of these dispatched workers, as described in this paragraph, is the only testing allowed under this Policy other than for “reasonable cause.”
 - B. Employers may use the Avitar ORALscreen or Branan Medica Corporation “Oratect” oral fluid test or an equivalent approved by the bargaining parties for

substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications. The Employer shall make a photographic copy of the testing device for any non-negative test results. The test administrator and the bargaining unit employee shall initial said photographic copy and the administrator shall retain the initialed copy in a confidential file. Any "non-negative" test result shall be designated as "inconclusive" and shall be confirmed by a urine test at a SAMHSA certified laboratory in accordance with the "Drug Testing Procedures" of this Policy.

C. Notwithstanding the above, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee shall be subject to future urine drug testing as recommended by the substance abuse expert.

D. A worker initially dispatched to such jobsite who refuses to submit an oral fluid test as approved by the bargaining parties for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment at the jobsite where the request for drug testing arose, for a period of three (3) months. If a worker who has refused a test returns to the same jobsite within three (3) months, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the jobsite refuses to submit an oral fluid test as approved by the bargaining parties for drug/alcohol testing, and that worker is denied employment for three (3) months, such denial of employment will not be grievable under the Labor Agreement. If the worker tests negative for drugs and alcohol, he/she shall not be drug tested again while employed by the Employer at any jobsite except for "reasonable cause" as described in this Policy.

6. If the Employer has reasonable cause to believe an employee is under the influence of drugs or alcohol, as set forth in this Policy, and the employee refuses to submit to a drug test, this may subject the employee to discipline up to and including discharge.

7. The following rules control the pay for dispatched workers tested on the first day of their employment:

A. If a dispatched worker is not allowed to work on the day of the dispatch, and the test is negative, the dispatched worker is entitled to show-up time or the actual time taken to drug test, whichever is greater.

B. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test is negative, the dispatched worker is entitled to show-up pay of two (2) hours per day for all days the dispatched worker is kept off the job unless the dispatched worker has been dispatched to another Employer.

C. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay (including show-up pay) for days after the day of dispatch.

D. If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the Labor Agreement for all hours worked, regardless of the results of the drug test.

DRUG TESTING PROCEDURES

1. A. The initial testing or confirmatory testing following an “inconclusive” oral fluid test shall be done at a SAMHSA certified laboratory. The collective bargaining parties retain the right to inspect the laboratory to determine conformity with the standards described in this Policy. The laboratory will only test for ethyl alcohol and the illegal drugs listed in the Terms/Definitions section of this Policy. All testing will be at the Employer’s expense.

B. The laboratory shall save a sufficient portion of the specimen in a manner approved by SAMHSA so that an employee may have a second test performed. Upon request by the employee through the MRO, a second test will be performed by a SAMHSA certified laboratory selected by the employee at the employee’s expense.

2. When urine testing is conducted for “reasonable cause,” the specific required procedure is as follows:

A. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee’s option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

B. Immediately after the specimen is collected, it will be labeled and then initialed by the employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in a transportation container. The container shall be sealed in the employee’s presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the next business day by the fastest available method.

C. A chain of custody form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.

3. The initial screening test of all urine specimens shall utilize immunoassay techniques. In order to be considered “positive” for reporting by the laboratory to the MRO, all specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/mass spectrometry (GC/MS). The following standards shall be used to determine what levels of detected substances shall be considered as “positive.”

<u>SUBSTANCE:</u>	<u>SCREENIN G TEST:</u>	<u>CONFIRMATION:</u>
Amphetamines	1000 ng/ml	Amphetamine 500 ng/ml GC/MS Methamphetamine 500 ng/ml GC/MS (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml)
Cocaine Metabolites	300 ng/ml metabolite	150 ng/ml GC/MS
Opiate Metabolites	2000 ng/ml Morphine	Morphine 2000 ng/ml GC/MS Codeine 2000 ng/ml GC/MS 6-acetylmorphine (6-AM) 10 ng/ml GC/MS (Test for 6-AM in the specimen. Conduct this only when specimen contains morphine at a concentration greater or equal to 2000 ng/ml.)
Phencyclidine	25 ng/ml	25 ng/ml GC/MS
Marijuana Metabolites	50 ng/ml	15 ng/ml GC/MS (Delta 9-THC)
Ethyl Alcohol	0.04 g%	0.04 g%

4. All positive drug test results shall be confirmed by a Medical Review Officer (“MRO”) designated by the Employer.

5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified of the results in writing. The employee/dispatched worker may request, in writing from the MRO, a report that includes the specific quantities. If requested by the employee/dispatched worker or the Union, (with the written consent of the employee),

the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.

6. All specimens confirmed “positive” shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative or grievance proceedings.
7. All information from an employee’s or dispatched worker’s drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
8.
 - A. Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.
 - B. No laboratory or medical test results will appear in the employee’s Personnel File. Information of this nature will be kept in a separate, confidential file.
 - C. All necessary measures shall be taken to keep the fact and the results of the test confidential.

CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY

1. ***Dispatched workers:*** Dispatched workers who submit an oral fluid sample on the first day of their employment may be terminated by the Employer if their initial positive test results have been confirmed in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may challenge the validity of a positive test result through the grievance procedure of the Labor Agreement.
2. ***Employees:*** If the results of a urine test administered by the Employer show that the employee was under the influence of drugs or alcohol while on duty, appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:
 - A. After considering the results of the tests, the Employer may discipline the employee provided that any discipline imposed for the first offense in any twenty-four (24) month period, and any grievance filed in response thereto, shall be held in abeyance pending voluntary participation by the employee, during an unpaid leave of absence, in a substance abuse treatment program mutually agreed upon by the Employer and the Union.

B. The employee may return to work if work is available after showing either successful completion of the rehabilitation program or satisfactory participation in the program of counseling and/or meetings.

C. If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

D. If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

E. If a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for an employee who has tested positive under this Policy, then that employee shall be subject to future urine testing as recommended by the substance abuse expert.

SUPERVISOR TRAINING

The Employer shall develop a program of training to assist Management Representatives and Union stewards in identifying factors which constitute "reasonable cause" for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of this Policy.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Requests by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. The Employer shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The Employer shall offer an employee affected by alcohol or drug dependency an unpaid medical leave of absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Labor Agreement.

SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portion. In the event of such determination, the collective bargaining parties agree to immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

INDEMNITY CLAUSE

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 this Policy.

TERM OF AGREEMENT

1. This Policy shall constitute the only agreement in effect between the collective bargaining parties concerning substance abuse, prevention and testing. Notwithstanding the above, if a jobsite owner's requirements are more stringent than those contained in this Policy, then the Union will review an Employer's request to implement the owner's requirements.
2. If, as a condition of securing a job or contract, a jobsite owner requires the implementation of its own bona fide, pre-existing substance abuse policy which is uniformly applied to all workers at the site, upon receipt by the Union of a copy of said policy, the Union shall consider said policy on a job-by-job basis.
3. The collective bargaining parties agree to meet on an annual basis to review this Policy, bring it into compliance with the law, if necessary, and review other considerations which may arise. Changes in this Policy may be made only if mandated by law or agreed upon by the collective bargaining parties.

FORM A

INCIDENT REPORT FORM

Name of Employer _____

Employee Involved _____

Date of Incident _____ Time of Incident _____

Location of Incident _____

Employee's Job Classification _____

Has employee been notified of his/her right to Union representation? _____

Date Notified _____ Time Notified _____

Employee's Initials _____

Witness(es) to Incident _____

OBSERVATIONS _____

EMPLOYEE'S EXPLANATION _____

Action Recommended _____

Action Taken _____

Date & Time of Action Taken _____

Signature: Employer Representative

Signature: Union Representative (if present)

Title

Title

FORM B

**CONSENT FOR URINE TEST FOR
DRUGS AND/OR ALCOHOL**

I, _____,
(Name)

understand that my Employer has adopted a Substance Abuse Policy which allows for urine drug and/or alcohol testing for Areasonable cause. I have been requested to provide a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by my Employer, up to and including discharge, may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for my Employer, and not by me.

I have read, understand and agree to the above.

Date: _____

Time: _____

Employee Name: _____
(Printed Name)

(Signature)

FORM C

**CONSENT FOR PRE-EMPLOYMENT ORAL FLUID
AND/OR
URINE TEST FOR DRUGS AND/OR ALCOHOL**

I, _____, understand that _____
(Name) (Employer)

has adopted a Drug and Alcohol Policy which provides for pre-employment drug and/or alcohol testing of dispatched workers and applicants for employment. I understand that any offer of employment is subject to and conditioned on: (1) my consent to take a drug and/or alcohol test; and (2) a negative test result.

I have been requested to take an oral fluid test which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol. I understand that if this oral fluid test is positive or inconclusive, I will be requested to provide a urine specimen which will also be tested for the above-referenced substances.

All charges for this testing for drugs and/or alcohol will be paid for by the Employer, and not by me.

I have read, understand and agree to the above.

Date: _____

Time: _____

Dispatched Worker _____
(Printed Name)

(Signature)