

2006-2009

EMPLOYERS' AGREEMENT

WITH

PLASTERERS' LOCAL NO. 80

This agreement is made at Cleveland, Ohio this 30th day of April, 2006 by and between the Operative Plasterers' and Cement Masons International Association Local 80, hereinafter referred to as the "Union", and the Interior Systems Contractors Association and the Construction Employers Association, hereinafter referred to as the "Employer". This Agreement will be enforced from May 01, 2006 until April 30, 2009.

**Article I
RECOGNITION**

Section 1. The Employer recognizes the Union as the sole exclusive collective bargaining representative for all Employees, in the employ of the Employer performing work under Article IV (Plasterers' Jurisdiction) of this Agreement.

**Article II
UNION SECURITY**

Section 1. It is a condition of employment that all employees of the Employer covered by this Agreement who are not members of the Union in good standing on the execution date of this Agreement shall on the eighth (8) day following the execution date of this Agreement become and remain members in good standing in the Union, and those who are members on the execution date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the eighth day following the beginning of such employment become and remain members in good standing in the Union.

(a) It is agreed and understood that the eighth (8) day provision in the paragraph above is satisfied eight (8) days after first employment in the industry.

(b) If the Labor Management Relation Act of 1947, as amended, is repealed, or amended, so as to permit a more strict union security clause, the above provisions shall be deemed so amended.

Section 2. The provisions of the Agreement shall be binding upon each party hereto individually and collectively and shall cover all operations within the territorial and trade jurisdiction of the union, namely the counties of Cuyahoga, Lorain, Lake, Ashtabula and Geauga.

Section 3. Upon receipt of proper written authorization from any employee, the Employer agrees to deduct each month from the pay of each Employee such amounts and deductions as specified in the authorization for union dues, working assessments, vacation pay, employee contributions to the Promotional Fund, Fringe Benefit Funds, organization or accounts as designated. Such deduction shall be paid by the Employer to the Financial Secretary of the Union within fifteen (15) days following the month in which the deductions were made.

Article III

(a) The parties agree that applicants for employment shall be treated for and during their employment without regard to their race, age, color, religion, sex, national origin or ancestry.

(b) If the Union shall furnish employees to any Contractor within the jurisdiction of the Union covered by this Agreement upon any more favorable terms or conditions, including wage rate, than those contained herein, the Union agrees that such more favorable terms and conditions shall be automatically extended to these contractors. In the event that such more favorable terms and conditions are part of a Collective Bargaining Agreement between the Union and another signatory Employer, it is understood such more favorable terms and conditions shall automatically become a part of this contract.

(c) The Employer shall not be required to hire Employees through the Union or through its Representative, but may employ them directly. Not less than fifty percent (50%) of the Plasterers employed by the Employer shall be from the membership of Plasterers' Local 80. Employees shall not be transferred from one Employer to another by the Union without the consent of the Employer for whom they are working and Employees shall not be transferred from one Employer to another without the consent of the Union.

Article IV

PLASTERERS' JURISDICTION

Section 1. All interior or exteriors plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck must be done by practical plasterers. This includes the plastering and finishing with hot composition material in vats, compartments of where ever applied, also the taping and pointing of all joints, nail holes and bruises on wall board regardless of the type of

materials, or tools used, also the setting in place of plaster board, ground blocks, patent dots, cork plates, brown stone, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustics blocks when stuck with any plastic materials regardless of thickness, full grouting of door bucks and door frames shall be the work of the plasterer only.

Also the sticking, nailing and screwing of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile, shall be done by plasterers allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by practical plasterers.

Section 2. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plaster Weld Bonding and any similar products, regardless of the tools used or the method of application or color of materials used, and regardless of the type of base then materials may be applied to.

Section 3. All molding run in place and all staff work, the making of templets and housing of molds in and on buildings must be made and produced by and installed by plasterers. All cement plastering shall be supervised and executed by the plasters on walls, over and above six (6) inch base.

Section 4. All casting, finishing and rubbing and cleaning, whether by hand or machine, or all imitation stone, shall be the work of the plasterers.

Section 5. Plasterers claim all spray on or hand applied fireproofing material regardless of the type of materials used. Due to safety concerns of all workers, Plasterers will connect all hoses, airlines and spray nozzles used by Plasterers.

Section 6. Plasterers claim all aggregate, stone, marble, etc. and epoxies or other bases and sealers for interior or exterior finishes.

Section 7. Plasterers claim the protection and cleaning of all work, including the covering regardless of materials used, which shall be done by practical plasterers.

Section 8. Plasterers claim all Exterior Insulation Finishing System (E.I.F.S.), Cota, Counterplast, Sencon, Baswaphon (sound proof materials) or any of the numerous other similar products of work included in their jurisdiction from the stud out, regardless of the tools used or method of application or color of material used.

Section 9. Plasterers claim the insulation board and Styrofoam or similar materials used, and including the sticking, screwing mechanical fastening, ram setting

or nailing regardless of the type of base these materials may be applied to. Prefabrication of panels (E.I.F.S.) or any other materials shall be done by plasterers.

Section 10. This Agreement shall cover the removal or encapsulation of plaster and fireproofing materials containing asbestos fiber used in the construction building industry.

(a) All replacement plaster or fireproofing materials shall be performed by plasterers and plasterers' apprentices covered by the Plasterers and J.A.T. C. Agreement and between Plasterers' Local 80 and Interior Systems Contractors Association, Construction Employers Association (C.E.A.) or other Employers signatory to Plasterers' Local 80 Agreement.

(b) The employer will be responsible for the training, educating, and safety of his employees for the proper method of performing the work, and provide the necessary personal safety equipment for performing this removal work.

(c) The apprentice training, pension, promotional, construction advancement, and dues check off funds will be as per the association agreement. In accordance with OSHA Safety and Health Standards (29 CFR 1926/1910) requiring safety training and education, the Union shall provide to each Plasterer and Plasterer apprentice a sixteen (16) hour Safety Training Program certified by the U.S. Department of Labor. This sixteen hours of safety training will be completed for all active union craftsman by April 30, 2009. This training will be provided by the Construction Industry Service Program.

Article V REPORTING PAY

Section 1. Employees who report to work at the time specified by the Employer and who are not put to work shall receive two (2) hours pay. Employees who report to work at the time specified by the employer on exterior work and who are not put to work shall receive one (1) hour pay. Actual hours worked to be paid thereafter.

Article VI PAY DAY AND PENALTY

Section 1. Each Employer shall notify the union in writing of the day he pays each week.

Section 2. The wages of all employees covered by this Agreement must be paid weekly by 4:30 p.m. and pay day by cash or check unless the job finishes before pay day, in which case, the employee must be allowed fifteen (15) minutes to pack his tools, and

shall be paid off when laid off. No more than three (3) days pay shall be held back from the pay of any employee covered by this agreement in any week. When an employee is sent to another job, he shall be notified one (1) hour before quitting time to pack his tools. If an Employer does not pay employees by 4:30 p.m. on pay day, then the period of time that elapse before the employees are paid, is to be considered "Waiting Time" for which the employees shall be paid at straight time hourly rate. Waiting Time shall include the normal working hours of each day but shall not include Saturdays, Sundays or any other day that the banks may not be open to the business of the public, except that an initial penalty of two (2) hours may be imposed after working hours on the day the pay was due. Any Employer discharging an employee, shall be required to immediately pay the employee the wage due him at the time of discharge or pay for waiting time and the employee so discharged shall be allowed fifteen (15) minutes for packing of tools.

Section 3. The mailing of checks shall be prohibited unless specifically authorized, in writing, by the Union's Business Manager prior to midday.

Article VII WORK HOURS AND OVERTIME

Section 1. The regular work week shall consist of five (5) days, Monday thru Friday.

Section 2. The regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m., with one half hour for lunch and fifteen (15) minutes at 4:15 to clean up tools and change clothes.

Section 3. Any work done before or after these regular working hours, shall be paid for at the rate of time and one half, excluding Article XVI.

Section 4. Work outside of these regular working hours shall be performed only in cases of emergency, and such work not to be performed until the Union and Contractor involved through their duly accredited representative, have given their consent and approval. The contractor involved in the emergency situation must promptly give notification to the accredited representative of the Union of this intent and desire for employees to work outside of the regular working hours. Permission must be granted by the Union.

Section 5. First Shift: = 8 hours worked - 8 hours pay. Second Shift: 7 ½ hours worked - 9 hours pay + .25¢/hour. Third Shift: 7 hours worked - 9 hours pay + .50¢/hour. The first shift shall begin between 7:00 a.m. - 8:30 a.m. The second shift shall begin between 3:30 p.m. - 5:00 p.m., and the third shift shall begin 11:00 p.m. - 12:30 a.m...

Shifts shall not overlap. An Employee may work a second and/or third shift without a first shift as long as permission is granted by the Union.

Section 6. Flexible Starting Time:

(a) Eight hours shall constitute a day's work between the hours of eight o'clock (8:00) a.m. and four thirty (4:30) p.m., with one half hour for lunch, Monday thru Friday inclusive. This shall be known as the regular work week.

(b) The Employer may at his option and upon notification to the Union, establish a regular work day on a job site with starting time of 7:00 a.m. to 9:30 a.m., and quitting time of 3:30 p.m. to 5:30 p.m. Under this provision, job starting times may be established between the hours of 7:00 a.m. and 9:30 a.m. All employees of the Employer shall start and quit at the same time.

(c) Nothing in this Agreement shall constitute as guaranteeing an employee eight (8) hours per day or forty (40) hours per week. Employers must establish the scheduled starting time for the next week no later than the preceding Friday.

Section 7. Overtime:

(a) All overtime worked Monday thru Friday shall be paid at one and one half times the straight time hourly rate for the first two hours of overtime and two times the straight time rate for any additional hours worked.

(b) Saturday shall be paid at one and one half times the straight time hourly rate. In the event of lost time Monday through Friday due to inclement weather, then Saturday may be worked at straight time to make up the lost time. If an employee is called out on Saturday, a minimum of four (4) hours of work is guaranteed. Work performed on Sundays and holidays shall be paid at two times the straight time hourly rate.

Section 8. Four thru ten (4-10) hour work days to work out in future by both Contractor and Union.

Section 9. The Employer may, at its option, and with prior notice to the Union, establish a regular work week schedule of four (4) consecutive ten (10) hour days; provided each such day starts between 6:00 A.M. and 9:30 A.M. In the event of a lost day Monday through Thursday while working four (4) consecutive ten (10) hour days, Friday will be considered a voluntary make-up day at straight-time rate, except where an observed holiday falls on a workday. Employees who inform their Employer on Thursday that they do not wish to work a Friday make-up day will not be penalized.

If required, a replacement worker will be sent by the Union to be compensated at the crew's rate.

Article VIII FOREMAN

Section 1. When there are five (5) or more employees employed on any job, one of them shall be a foreman who is a plasterer who has successfully completed an apprenticeship recognized by the Bureau of Apprenticeship of the United States Department of Labor, or has had at least five (5) years active participation in the plastering trade. On all jobs where ten (10) or more plasterers are employed, the foreman shall use his tools not more than two (2) hours per day.

Section 2. Employers who have not worked at the trades of plastering as a plasterer must hire a qualified general foreman who has satisfied the above requirements.

Section 3. Foreman shall receive at least one dollar (\$1.00) per hour over the journeyman rate, except that general foreman or superintendent shall receive at least one dollar and fifty (\$1.50) cents per hour over the journeyman rate.

Article IX APPRENTICES

Section 1. Each Employer shall use their best effort to employ at least one certified apprentice plasterer, who has met the requirements of the Union Apprenticeship Commission, in every shop after his first journeyman plasterer, thereafter one apprentice for every three journeyman plasterer employed by any signatory contractor. No apprentice may work on fireproofing machines the first two years of his apprenticeship as long as there is plastering work being done by his Employer, and then only by permission of the Business Representative of the Union.

Section 2. The Union shall have the right to place or remove any apprentice.

Section 3. Current apprentices indentured before May 1, 2002 shall receive the apprentice scale in effect through April 30, 2002, when hired by Employers. The minimum wages for apprentices shall be as follows for all apprentices indentured on or after May 1, 2002 shall be as follows:

- 0-1000 hours (probationary period) 40% of taxable journeyman rate.
- 1000 - 2000 hours 45% of taxable journeyman rate plus fringes.
- 2000 - 3000 hours 50% of taxable journeyman rate plus fringes.
- 3000 – 4000 hours 55% of taxable journeyman rate plus fringes.

4000 - 5000 hours 60% of taxable journeyman rate plus fringes.
5000 - 6000 hours 65% of taxable journeyman rate plus fringes
6000 – 7000 hours 70% of taxable journeyman rate plus fringes
7000 –8000 hours 75% of taxable journeyman rate plus fringes.

All increases shall be based on actual hours worked in each period.

Article X STEWARDS

Section 1. The first or second man on the Employers' job shall be the acting steward for the job until the appointment of a permanent steward.

Section 2. The Union shall have the right to select a job steward from among the employees on the job, and such appointed steward shall replace the acting steward.

Section 3. Selection of the permanent steward shall be made within thirty (30) days after the assignment of the first man on the job.

Section 4. An employee appointed steward shall remain on the job for the duration of contract of job, provided he performs his work as plasterer for the Employer. He shall not be laid off or removed to another job without the consent of the Business Representative.

Section 5. The job steward is the representative of the Union on his job and has the responsibility to see that the jurisdiction of the Union is maintained over applicable work performed thereof and that the terms of this Agreement are complied with on his job in every respect. Sufficient and proper time required by the steward to carry out such duties shall be granted him by his Employer in accordance with the size of the job and other relevant factors. The Business Representative and the Employer shall mutually agree what shall construe sufficient time per day for the steward to perform his duties.

Section 6. The Union reserves the right to replace any steward who has been found derelict in his/her duties. Any steward who is replaced by the Union shall be subject to the same rights and duties as set forth in this Article.

Section 7. The job steward shall not be responsible for the safety conditions on the job.

Article XI WORK STANDARDS

Section 1. The Employer shall perform and accomplish his job in accordance with the American Standard Specification for Gypsum Plastering and Interior Lathing and Furring, approved by the American Standards Association on January 11, 1955, and to any subsequent amendment or alteration to the specifications by the American Standards Association. Installation of E.I.F.S. will be done in accordance with manufacturer's standards.

Section 2. These specifications are intended to describe minimum requirements and the use of equivalents, or better, is permissible. When required, applicable building code regulations are to be followed. Any manner or methods pertaining to the plastering industry shall be accomplished by the contractor and employees in accordance with manufacturers and architects specifications, and accepted engineering practice.

Section 3. Brown coat shall be done in a proper and workmanlike manner. All angles shall be rodded, ceilings shall be rodded to a straight and even surface with a proper thickness of brown coat. All walls shall be rodded to a straight and even surface and flush to the grounds. Where no grounds exist, plaster screeds shall be put in first before wall area is filled out. No brown coat shall be less than three eighth (3/8) inches in thickness. All internal angles shall be made straight with a rod, except for thin coat or other new systems.

Section 4. On all walls or ceilings that are longer than twenty-five (25) feet, the plane at the ceiling shall be screeded straight and true. Finish coat shall be scratched, doubled, drawn up and troweled twice with water to a straight and even surface. All angles must be feather edged and straight.

Section 5. In all preparation of work, for ceramic tile in bathrooms, lavatories and other similar work, the plasterer shall (1) apply first a scratch coat (2) plum and square all screeds (3) apply second coat or mortar flush to these screeds.

Section 6. On all concrete surfaces, walls, ceiling, beams, etc., where plaster weld or a similar product is used, a finish coat can be applied directly to this surface per architects' specifications. In no case shall any plaster material be applied to any concrete surfaces without first applying plaster weld or some similar product, unless the manufacturers specifications so state.

Section 7. Exterior cement stucco shall be done according to the recommendations and specifications of the Portland Cement Association, as contained in the Plasterers Manual.

Section 8. Two plasterers must be on the fireproofing gun at all times, and all fireproofing must be done according to the architects' specifications and plans. All

safety equipment must be furnished by the contractor, including gloves, face masks, and safety glasses. All members will be given chest x-rays every three (3) months at the employers' expense.

Section 9. Plasterers' time shall start and end at the established work time on the ground floor, unless it is mutually agreeable to the Business Representative and Building Superintendent that the use of the ground floor would interfere with the progress of the job. If this condition should exist, then it would be within the power of the Business Representative to relocate the place of changing clothes and the starting and ending time to any floor.

**Article XII
DOPING OF MATERIAL RODS
AND DARBIES**

Section 1. No contractor or employee covered by this Agreement shall adulterate any materials or cause or permit material to be mixed or applied under conditions that are contrary to the architects' or manufacturers specifications, or causing work to be done in a way not conducive to good trades practices. Contractors shall furnish suitable lengths of rods, darbies and feather edges and cornice strips, the same to be kept in good condition at all time by the Contractors and cleaned by the journeyman.

**Article XIII
COFFEE**

Section 1. The Employer agrees that all employees covered by this Agreement shall be entitled to a coffee break every day not to exceed ten (10) minutes between the hours 9:30 a.m. to 11:00 a.m. Employees shall not congregate during a coffee break, but shall stay in their working area.

**Article XIV
WORKING CONDITIONS**

Section 1. During the winter months beginning on the first day of November, and ending the first day of April, all buildings must be closed in before any plasterer will be allowed to work in such buildings. A temperature of not less than 40 degrees shall be maintained in all buildings from November 1st to April 1st.

Section 2. All Employers shall furnish the proper mask or respirator when plasterers are using machines to spray any materials.

Section 3. All Employers shall furnish drinking water the year around. The Employer agrees to furnish adequate sanitary containers and drinking cups.

Section 4. All scaffold above four (4) feet in height must have a ladder approach. All scaffolds regardless of heights that are bordering any openings, meaning elevator shafts, stairways, windows, etc. must have a guard rail paralleled with these openings. All scaffolds to be maximum of sixteen (16) inches away from the walls. If this Article does not fully cover all safety requirements concerning scaffolds as written in the Safety Code of the State of Ohio, then any phrases not covered herein shall become integral part of the Article.

All scaffolds that employees covered by this Agreement are required to work on must have sufficient clearance from the top of the scaffold to the ceiling so that the employee working on them shall be able to walk erect without touching his head to the ceiling, or such employee reserves the right to refuse to work upon them until they are adequately adjusted. If anytime, a peculiar condition exists that prohibits the contractor from meeting the requirements of the Article, then he and the Business Representative can adjust this situation on the job to the satisfaction of the members concerned.

Section 5. Any mortar board mounted on a scaffold shall not exceed four (4) feet by four (4) feet square in any area smaller than twenty (20) feet by twenty (20) feet, and in no case shall any board exceed five (5) feet by five (5) feet. The Union may waive the size of the board mounted on a scaffold if the job conditions warrant it. They shall be raised to a minimum of eighteen (18) inches above the scaffold for browning and a maximum height of thirty-two (32) inches off the floor or scaffold for all finishes.

Section 6. There shall be a relief plasterer on the nozzle or gun for any and all kinds of plastering machines, except fire proofing machines. No plasterer may operate the nozzle or gun of a plastering machine for more than four (4) consecutive hours, and may return to the operation of the nozzle for more than four (4) hours relief. After relief from the nozzle or gun, the plasterers relieved will perform the work task assigned by the foreman.

Section 7. It is within the discretion of the Employer to start the plasterer operating the nozzle or gun of the plastering machine at 7:30 a.m. for which the plasterer will be paid time and one half from 7:30 a.m. to 8:00 a.m. In the interest of fair play, the nozzle or gun plasterer starting at 7:30 a.m. shall be alternated with his relief. Upon approval of the Business Representative, the provisions of Section 6 above may be waived on smaller and lighter machines.

Section 8. If an Employer does not self-perform work covered by this agreement, the Employer may subcontract the work to other Local 80 signatory contractors or to contractors who agree to abide by the terms of the Agreement between Plasterers Local 80 and the Interior Systems Contractors Association, Construction Employers Association.

Section 9. A suitable room with doors and locks, must be provided for employees to change their clothes and store their tools, and must be kept clean and heated from November 1 to April 1. Also sanitary toilet facilities must be provided and maintained for employees.

Section 10. The Employer shall provide passenger elevator service for all work performed above the fourth floor when an elevator is operating in the building.

Section 11. Ventilation shall be provided on all jobs during the hot summer when buildings are closed up. To be provided by the General Contractor.

Section 12. Labor and Management jointly acknowledge the need to increase market share and endorse the Operative Plasterers' and Cement Masons' International Association of the United States and Canada's new Code of Conduct which promotes pride in craftsmanship, customer satisfaction and professional conduct and those items delineated within.

Article XV FAVORED NATIONS CLAUSE

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of the Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees, that such more favorable wage rates and conditions other than those contained in Market Retention Agreement shall automatically be extended to all contractors signatory to this Agreement. Special local area or National Agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision, excluding the City, County, School Board and Cleveland Metropolitan Housing Authority.

Article XVI
MARKET RETENTION AGREEMENT

Section 1. Must be signatory to “Standard Agreement” for a Contractor to be eligible for a Market Retention Agreement.

Section 2. The purpose of the agreement is to regain a portion of the construction work lost by union contractors and thereby enhance the job opportunities of union members.

Section 3. Applies to any private construction project which shall include new construction as well as general maintenance and/or renovation of existing structures and facilities where either a union contractor has in the past not succeeded in obtaining the work, or where fifty percent or more of the building contractors are non union or where there is reason to believe that the work will go non union shall be eligible for designation as a Market Retention Project.

Section 4. Employers requesting consideration for a Market Retention Project shall submit in writing the job type, location, estimated total project construction costs and justification for Market Retention. A policy committee of one union and one management representative shall evaluate all jobs and their unanimous decision shall be final and binding. Notification of a request may be initiated by a phone call.

Section 5. Eight hours shall constitute a day’s work between the hours of 6:00 a.m. to 6:00 p.m.

Section 6. All work performed in excess of eight hours per day, Monday thru Saturday, shall be at time and one half the Market Retention wage rate. Work performed on Sundays and Holidays shall be at two times the Market Retention wage rate.

Section 7. Saturday make up day can be worked when an earlier day during the work week is lost due to inclement weather at the regular Market Retention wage rate.

Section 8. Employer has the option of working a five eight hour day or four ten hour day to constitute the normal fourth hour work week. When working a four ten hour day, Friday may be worked as a make up day in the event the job is down for any reason beyond the Employer’s control.

Section 9. Helper classification may be utilized to perform any craft function within the craft Jurisdiction of the Union. Employer may not constitute more than forty percent of the work force, provided that at least one apprentice must be employed for every three helpers so long as apprentices are available. The rate of pay of the helper

shall be fifty percent of the journeyman straight time hourly rate. The only fringe benefit shall be to the Health and Welfare and fifty cents (.50¢) to the apprenticeship fund and fifty cents (.50¢) to CISP (Construction Industry Service Program) as set forth in the standard agreement. The Employer agrees to request all helpers from the apprentice coordinators unemployed list and in the event the coordinator fails to fill the Employers' request within 48 hours (Saturday, Sunday and holidays excepted) may hire from any source.

Section 10. The Market Retention wage rate shall be seventy five percent of the base rate in the Standard Agreement. All fringe benefit contributions and deductions shall be for the full amount provided in the Standard Agreement.

Section 11. No hazard, high pay or depth pay premium shall be paid.

Section 12. The Employer agrees that all employees shall have the right to refuse to accept work on Market Retention Projects.

Section 13. The Employer shall determine all crew sizes, but maintain a safe working environment.

Section 14. There shall be no non-working foreman.

Section 15. Permission must be granted by the Union on Market Retention Agreement.

Section 16. The Employer may, at its option, and with prior notice to the Union, establish a regular work week schedule of four (4) consecutive ten (10) hour days; provided each such day starts between 6:00 A.M. and 9:30 A.M. In the event of a lost day Monday through Thursday while working four (4) consecutive ten (10) hour days, Friday will be considered a voluntary make-up day at straight-time rate, except where an observed holiday falls on a workday. Employees who inform their Employer on Thursday that they do not wish to work a Friday make-up day will not be penalized. If required, a replacement worker will be sent by the Union to be compensated at the crew's rate.

Article XVII DOWNTOWN WORK

When for reasons beyond the control of the contractor it is impossible to work in the day time, namely on work in occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at nine (9) hours pay for seven (7) hours work, provided however, that he first notifies the Business Representative of Local 80 with his reason therefore, and further provided that his reasons are acceptable

to the Union. This clause is on a trial basis for one year, and may be canceled at that time by the Union.

Article XVIII PICKET LINES

The Employer further agrees that he will not require any employees covered by this Agreement to work on the project or site when a bona fide picket line has been established by any union affiliated with the Building and Construction Trades Council of Cleveland, Ohio and this Agreement does not deny the right of the union to render assistance to other labor organizations by removal of workmen from jobs, when necessary, and when the Union decides to do so, but no removal shall take place until proper notice is first given to the Employer involved. The Employer agrees that it will not sue the Union for damages for any loss caused by picket lines if this paragraph is complied with by the Union

Article XIX WORKMEN'S COMPENSATION AND BONDING

Section 1. For the purpose of insuring the employees covered by this Agreement of the benefits of the Unemployment Compensation Law and Workmens' Compensation Laws of the State of Ohio, and also the benefits of the Social Security Laws of the United States, it is agreed that every Employer, regardless of the number of men in his employ, shall elect to and become subject to and operate under the Ohio Unemployment Compensation Act, and shall provide Workmens' Compensation Insurance and pay the sum required by the laws of the United States for Social Security benefits.

Section 2. The Union will require verification regarding compliance of the above section from every Employer of Employees covered by this Agreement and before such Employer is registered as Employer of Employees covered by this Agreement.

Section 3. Each Employer shall provide a bond in the amount specified by the following schedule on forms furnished by the Union to guarantee payment of wages and benefits covered by this Agreement. A copy of the bond will be provided to the Union and preserved in the office of the Union, to be made available upon request to the Interior Systems Contractors Association, Construction Employers Association. Bonds will be provided on the following schedule:

Up to four (4) Employees—Ten Thousand Dollars (\$10,000.00)

Five (5)-seven (7) Employees—Twenty-Five Thousand Dollars (\$25,000.00)

Eight (8)-eleven (11) Employees—Forty Thousand Dollars (\$40,000.00)

Twelve (12) or more Employees—Eighty Thousand Dollars (\$80,000.00)

Beginning May 1, 2006 all contractors will be given 90 days to insure that their bonds are submitted and in compliance with the agreement, otherwise the Union will not supply men. For fluctuating crew sizes bonds will have to be adjusted within thirty (30) days. **No bond, no men.**

Article XX ENFORCEMENT OF WAGES AND COMPENSATION

Section 1. It is agreed that where an Employer fails to pay his employees on pay day, the union may order the employees to stop work until full payment is made, and Business Representative from the Union shall have the right to remove all employees from the job until such time as all back wages and penalties, which are due and owing are paid in full.

Section 2. The Business Representative shall also have the right to remove all men from the job of an employer whose bond is forfeited, and who fails to maintain Workmen's Compensation or Social Security benefits.

Article XXI CONTRACTORS HANDLING TOOLS

Section 1. Contractors who use the tools shall at all times employ one or more plasterer and or apprentice employees except when such are not available. Then permission will be granted by the Union for said Employer to use the tools.

Section 2. Contractors who use the tools pay Two Hundred Fifty Dollars (\$250.00) per year working assessment to the Union and shall further contribute Two Hundred Fifty Dollars (\$250.00) dollars to the Promotion Fund. These payments are due July 1, 2002, and every anniversary date thereafter.

Section 3. At no time will any Employer be permitted to work as a plasterer for another employer.

Article XXII WORK AND JOB ASSIGNMENTS

Section 1. At least two (2) employees shall be assigned to every particular job (except minor patching).

Section 2. Gauging, texturing and brushing shall be performed by employees covered herein and not by laborers.

Section 3. Gauging shall not be done by one workman, and shall be done by hawk and trowel. Gauging means the use of material, which cause the finish to harden quickly.

**Article XXIII
HOLIDAYS**

No work shall be performed on the following holidays or days celebrated as such: New Years', Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. If any of the six (6) stated holidays fall on a Saturday or Sunday, they shall be observed as the Federal Government observes the holiday.

**Article XXIV
WAGES**

Section 1. Effective May 1, 2006 Plasterers Journeyman rate will be \$37.80 with breakdown as follows:

Journeyman --

2006	
\$ 37.80	Total
.10	Apprentice Fund
.10	Construction Industry Service Program (CISP)
3.25	Annuity Fund
3.00	Pension Fund
3.75	Health & Welfare Fund
	\$25.27 Taxable
3.00	Vacation
1.80	4.75% Working Dues
.57	Promotion Fund
.20	Apprentice Fund
.02	Per Capita Tax
	\$20.46 Net

Foremen receive one dollar (\$1.00) per hour above Journeyman's rate. General Foreman receive one dollar fifty cents (\$1.50) per hour above Journeyman's rate.

Section 2. Wages can be reopened if necessary to upgrade. Expiration date of Wage Agreement is April 30, 2006.

Section 3. Employees assigned to work in other areas where the prevailing wage rate for comparable is higher shall receive such higher rate, and in no event shall receive less than the regular rates herein provided.

Section 4. In the years May 1, 2006 to April 30, 2009 the Employer and the Union agree any in pay increase by the Carpenters, Laborers, Bricklayers, Cement Masons and Tapers shall be averaged and the average so given to the Plasterers.

It is understood by both parties that if any or one of the above trades strike that there will be no strike or lock out by either party signatory to this Agreement and when all trades have settled, the Contractor will pay retroactive to May 01, of the year in question.

It is also agreed that 40 hours will constitute a work week as per federal law and all overtime over 40 hours shall be paid at one and one half times except for Sundays and National Holidays which shall be at two times the normal rate.

SHIFT CLAUSE

It is mutually agreed that a shift clause as outlined in most Agreements serviced by this trade shall be used when necessary with approval of the union, which will not unreasonably be withheld.

Article XXV SUCCESSORS AND ASSIGNS

Section 1. The Employer agrees that at any time during the life of this Agreement he sells, leases, transfers or otherwise dispose of his interest, to assume and agree to be bound by all the terms and provisions of the Agreement.

Article XXVI FRINGE BENEFIT FUNDS

Section 1. The Employer shall contribute to the Operative Plasterers' and Cement Masons Pension Fund the proper amount as determined by this Collective Bargaining Agreement for each hour for which the Employer pays each plasterer.

Section 2. The Employer also agrees to contribute to the Ohio Conference of Plasterers' and Cement Mason Health and Welfare Fund, Operative Plasterers' and

Cement Masons Profit Sharing Annuity Plan, Plasterers' Local 80 Vacation Fund, Plasterers' Local 80 Promotion Fund, J.A.T.C. Apprenticeship Fund, Plasterers' Local 80 Per Capita Tax Fund and Parking Fund, C.I.S.P., the proper amount as determined by the Collective Bargaining Agreement for each hour for which the Employer pays each plasterer.

Section 3. The Employer shall contribute to the Plasterers Local 80 Working Assessment the proper amount as determined by this Collective Bargaining Agreement for each hour for which the Employer pays each plasterer.

Section 4. The Employer, however, shall not be required to pay these fringe benefit contributions provided for by this Agreement in the event the Plasterers Union in the area is not covered by this Agreement, has similar fringe benefits and requires that the Contractor pay such benefits to that Union.

Section 5. The payments made to the funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository when due. In reporting periods in which the Employer did not have any Employees working, he shall submit a reporting form marked "No Employees Working".

Section 6. Unless otherwise mandated by federal law, the obligation of the Employer to contribute to the Fringe Benefit Funds will terminate upon the termination of this Agreement.

Section 7. Employers shall contribute ten cents (10¢) per hour for each hour worked by each journeyman, registered apprentice and helper/trainee for the Construction Industry Service Program.

Section 8. As provided by the Trust Agreements, Employers will be subject to a ten percent (10%) delinquency assessment to payment of interest at one and one-half percent (1.5%) per month upon failure to make any contributions for fringe benefits.

Section 9. Employers who elect to pay a bonus, vacation time, holiday pay, etc. are NOT required to pay fringe benefits to those Employees who receive additional voluntary compensation.

Article XXVII VIOLATIONS

Section 1. Any Employer who pays Wages, Working Assessments, Vacation, Health and Welfare, Pension, etc., by check which for any reason cannot be cashed or

honored will be required immediately to pay by certified checks or cash until he receives written permission from the Union to resume payment by check.

Section 2. If any Employer fails to file the monthly report to the Union, and fails to make payment by the fifteenth (15) of each month, such Employer will be required to report and pay weekly.

Article XXVIII LIABILITY

Section 1. Grievance and arbitration provisions of this Agreement do not apply for any violation of Articles XVI, XVIII, XIX, XXIII, XXIV, XXVI and XXVII of this Agreement, and the Union may after three (3) days written notification of such violation, terminate this Agreement.

Section 2. Except for the provisions of the contract set forth in Section 1 above, the parties agree that the provisions of Article XXIX, Grievances and Arbitration are adequate to provide a just and final determination of all grievances and disputes arising under the terms of this Agreement, and both parties are in full accord in the desire to avoid the terms of this Agreement, and both parties are in full accord in the desire to avoid work stoppage occurring from any cause.

Section 3. Therefore, and in consideration of the performance by both parties of all the undertakings required by said Article XXIX, the Employer agrees that there shall be no liability by way of suit for damages against the Union, its agents, officials, of members for breach of contract and the Union also agrees that there shall not be any liability by way of suit for damages against the Employer.

Article XXIX GRIEVANCES AND ARBITRATION

Section 1. The parties shall attempt to settle all grievances and disputes amicably. When the grievances and disputes cannot be settled amicably they shall be adjudicated as set forth hereunder.

Section 2. For the adjudicating of grievances and disputes between the Union or its members, and an Employer who is a member of the Interior Systems Contractors Association and the Construction Employers Association, the following procedure should be followed:

(a) For the purpose of adjusting grievances and disputes arising in the industry and for administering this Agreement, there shall be a Joint Arbitration Board consisting of three (3) representatives from the Association and three (3) representatives of the

Union. Within thirty (30) days after its selection, the Board shall meet upon special call from either side.

(b) The Joint Arbitration Board, by unanimous vote, shall have the right to take such action as it deems necessary at any time for the protection of the industry and the maintenance of the standards of workmanship, specifications and wage scales.

(c) In case of difficulty, dispute or disagreement arising between the parties hereto, the same shall be reported to the Chairman or the Secretary of the Joint Arbitration Board for action within five (5) working days. The Joint Board shall then be governed by the following rules:

- (1) A meeting shall be called by the Chairman or Secretary upon request by either side, stating the objects for which the meeting is called.
- (2) Four (4) members shall constitute a quorum, two (2) on each side. Neither side shall cast more ballots than the other. A majority vote shall be required to carry any motion except as provided in Section (d) of this Article.

(d) In the event the Board becomes deadlocked, the difficulty, dispute, or disagreement shall be submitted to a Board of Umpires within the next forty-eight (48) hours. The Board of Umpires shall consist of one (1) representative of the Union, and One (1) representative of the Association and a third member to be selected by the above mentioned two. In case of failure to agree upon the third person, the same shall be appointed by the American Arbitration Association upon request by either Union or Employer. The decisions of the Board of Umpires shall be by majority vote, and shall be rendered within forty-eight (48) hours of the time of such difficulty, dispute or disagreement shall have been submitted to it. Decisions of the Board of Umpires will be final and binding upon all parties hereto, and there shall be no recourse from such decisions.

Section 3. For the adjudicating of grievances and disputes between the Union or its Members and Independent Contractors or Employers signatory to this Agreement (Independent refers to any Contractor or Employer who is not a member of the Association named in Section 2 above) the following procedure shall be followed:

(a) The Union and Employer shall attempt to settle any grievance or dispute amicably. If they are unable to settle such grievance or dispute, it shall then be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, each party bearing half of the expense and judgment upon the award rendered may be entered in the highest court of the forum, State or Federal having jurisdiction.

Section 4. The Union agrees that there will be no withdrawal of men, nor will a strike be called over the grievance or dispute in the grievance procedure or being arbitrated during the arbitration or prior to the rendition of the award. The parties agree that all awards rendered will be binding upon them.

Article XXX
CONSTRUCTION INDUSTRY SERVICE PROGRAM/CONSTRUCTION
INDUSTRY SUBSTANCE ABUSE PROGRAM

Section I. Employers subject to the terms of this Agreement who employ Plasterers and apprentices within the jurisdiction of Plasterers Local 80 of Cleveland, Ohio shall abide by all terms and conditions of the Construction Industry Service Program as follows:

- (a) A Declaration of Trust shall be prepared by the Construction Employers Association and copies shall be available for inspection by the parties or other interested persons at the office of the CEA. Said Trust shall be deemed as part of this Agreement.
- (b) Each Employer covered by this Agreement shall pay to said Trust ten cents (\$.10) for each single time hour paid by the Employer to each journeyman or other employee within the bargaining unit; and shall pay the appropriate overtime rate for each overtime hour paid to each such employee by the Employer.
- (c) The purpose of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:
 - 1) Payment of Management's costs in connection with joint apprenticeship programs in the Construction Industry.
 - 2) Payment of Management's expenses in creating, operating and maintaining of additional education and training facilities for the benefit of the Construction Industry and its employees.
 - 3) Payment of expenses for the improvement of safety practices in the Construction Industry in the Greater Cleveland area.
 - 4) Payment of Management's expenses in connection with the administration of activities jointly administered with Unions in the Construction Industry in the Greater Cleveland area.
 - 5) Payment of expenses in connection with the establishment of a public relations program for the benefit of the Construction Industry in the Greater Cleveland area.
 - 6) Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the Construction Industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of said wage agreements.
 - 7) Payment of Management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

Section 2. It is understood that the Construction Industry Service Program Trust Fund shall not be used by lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any contractor or contractors' association in connection with any work stoppage or strike.

(a) The Trustees of said Program shall comply with all present and future federal laws governing the same.

(b) Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

Section 3 – The Union and Association realize that there is no place in the workplace for substance abuse. The Union and Association agree in principal on the need for drug and alcohol awareness and education and will cooperate jointly in presenting this to the membership/employees.

Section 4— Labor and Management agree to enforce the Construction Industry Substance Abuse Program prepared by the Construction Industry Substance Abuse Committee with the following added provisions: annual testing to be performed during the annual journeyman upgrading and the use of third party administrator currently used by the Union Construction Industry Partnership. Employers will underwrite testing expenses through a ten-cent/hour contribution to the Construction Industry Service Program. Random drug testing is strictly prohibited.

Section 5. - Any Employer who does not to pay Construction Industry Service Program (CISP) contributions when performing work under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to the Plasterers' Joint Apprenticeship and Training Committee for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

Article XXXI

Workers' Compensation/Salary Continuation

An Employer may offer injured workers, eligible for Ohio Workers Compensation temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the

employee goes on or off temporary total compensation. The Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

At the inception of salary continuation, the employer and employee shall execute the Bureau of Workers Compensation salary continuation agreement detailing a minimum period for salary continuation and that forty hours times the contractual straight time rate shall constitute full salary/wages.

Thereafter, the employer or employees may terminate salary continuation/wages and return to temporary total compensation upon one week written notice to the other.

Article XXXI
Constitutionality of Agreement

Section 1. If any clause, sentence, paragraph or part of this Agreement shall for any reason, be determined by a proper authority to be invalid, such determination shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the sentence, clause, paragraph, or parts thereof directly involved in the controversy which such determination shall have been made.

Article XXXII

Section 1. This Agreement shall be and remain in full force and effect from and after the date of its execution until the 30th day of April, 2009 inclusive, and thereafter from year to year, unless either party desires to modify or terminate the Agreement, and notifies the other party of its desire in writing to terminate or modify at least sixty (60) days prior to April 30, 2009 or at least sixty (60) days prior to April 30th or any subsequent year.

FOR INTERIOR SYSTEMS/
CONSTRUCTION EMPLOYERS
ASSOCIATION:

JOHN ARSENA

DAVID GIORGI

MARK LASKEY

FOR THE UNION:

CARL J. CARCIOPPOLO

TIMOTHY GOREY

GARY SEFCIK

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties listed below have hereunto set their hands and seals and state that all provisions in the current Collective Bargaining Agreement, including rates of pay, become effective as of May 1, 2006 thru April 30, 2009. The undersigned Employer reaffirms:

1. Its obligations to comply with all terms and conditions of this Agreement for the counties of Cuyahoga, Lorain, Lake, Geauga and Ashtabula, Ohio.
2. Its adoption and acceptance of all Trust Agreement pertaining to all Plans and Trust Funds referred to in this Agreement; and the American Standards Specification Approved on January 11, 1955.
3. Its agreement that the Trustees of such Plans and/or Trust Agreements are authorized to act on this Employer's behalf so long as such Trustees act lawfully.

Print Name of Employer

Address - City, State, Zip Code

Telephone # _____ Fax # _____

Print Position of Person Signing _____

Signature Date _____

OPERATIVE PLASTERERS AND CEMENT
MASONS' INTERNATIONAL ASSOCIATION
LOCAL 80

Print Position of Person Signing _____

Signature _____

Date _____
