LABOR AGREEMENT

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

Between

WESTERN WALLS & CEILING CONTRACTORS ASSOCIATION, INC

CALIFORNIA PLASTERING CONFERENCE

And

OPERATIVE PLASTERERS' AND CEMENT MASONS'

INTERNATIONAL ASSOCIATION, AFL-CIO

LOCAL UNION 200

August 3, 2022 through July 31, 2026

WEBSITE: PL200.ORG

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This Agreement entered into the 3rd Day of August 2022 by and between designated members of the California Plastering Conference of the Western Wall and Ceiling Contractors Association, Inc., and individual contractors who are signatory hereto, parties to the first part, herein after referred to as Contractors, and Operative Plasterers and Cement Masons International Association Local Union No. 200, the signatory Local Union covering the 12 Southern California Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego, affiliated with the American Federation of Labor-C.I.O., who are signatory hereto for themselves for their craft which has jurisdiction over the work in the territory, parties of the second part, hereinafter referred to as the Union

WITNESSETH:

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I – SUBCONTRACTING

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

ARTICLE II - UNION RECOGNITION

The exclusive bargaining rights are to be vested in the signatory parties to this Agreement up to and including July 31st, 2026. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees performing plastering operations covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Association and each Contractor expressly acknowledge that they and each of them have satisfied themselves that the Union represents a majority of the employees employed to perform plastering operations and agrees that the union is the collective bargaining representative of such employees. The Association on behalf of itself and each of its members and each Contractor specifically agree that they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947 as amended.

The Union is recognized as the sole and exclusive bargaining agent. Any dispute concerning the paragraph shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or any time thereafter. The Association on behalf of itself and its respective member Contractors bound to this Agreement specifically agree that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

ARTICLE III - HIRING PROCEDURE

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

SECTION 1 Labor Market Area

Labor market areas shall be defined as Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego, and in addition, Richardson Rock, Santa Cruz Islands, Anacapa Island, including the Channel Islands Monument.

SECTION 2. Transfer of Employees within Labor Market Area

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

SECTION 3. Discrimination

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

SECTION 4. Employment List

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

SECTION 5. Dispatching

Whenever the Contractor calls the Local Union for Journeyman Plasterers as herein provided, the Union shall furnish said Journeyman Plasterers from the non-discriminatory list herein provided strictly in accordance with the provisions of this Article Journeyman Plasterer's shall be dispatched in the order which their names appear on the list, so long as they are available for employment and qualified to do the work they are requested, provided however that the contractor may hire employees out of order based on skills, qualifications or prior employment with the contractor. For Labor Agreements outside of this CBA the 'Craft Request Form' included in those agreements shall be used.

SECTION 6. Job Referrals

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

SECTION 7. Referral Slip

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

SECTION 8. Job Registration

The Contractor shall notify the Local Union, by mail, fax, email, or other services, in the area in which any job is performed no later that forty-eight (48) hours prior to the commencement of any plastering work with a contracted amount in excess of $15,000.00 and shall designate the type of construction, number of units and approximately how many Plasterers will be employed on that job. Registration available online at PL200.ORG

SECTION 9. Employment Appeals Committee

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

SECTION 10. Right of Contractor to Reject Applicant

The Contractor shall have the right to reject any applicant for employment in compliance with Article III, Sec. 3 (discrimination), provided the contractor previously notified the union in writing of the rejection or the cause for termination, or the Contractor shall be required to pay the minimum of two (2) hours pay to said applicant, (excluding make-up days as described under Article VI), unless applicant fails to appear within a reasonable time, prepared and able to work, and the Union shall not refer any man who has been previously rejected or discharged for cause by the Contractor. In the event such a man is referred and not put to work, he shall not be entitled to any compensation as provided in this Section.

SECTION 11. Discharge for Just Cause

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

SECTION 12. Union Security

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

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

SECTION 13. Hiring of Apprentices

Apprentices shall be hired and transferred in accordance with the Apprenticeship Standards of the State of California as outlined in Article 9.

ARTICLE IV – BOND

SECTION 1. Posting of Bond

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

SECTION 2. Definitions

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

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

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

SECTION 3. Bonds for New Contractors Subject To This Agreement

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

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

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

SECTION 5. Bonds for Delinquent Contractors

If a contractor owes sums for a past violation occurring before the beginning date of this agreement or if a contractor is hereafter found to be in violation of this agreement resulting from a failure of that contractor to pay wages or sums due to the trust funds, the Joint Conference Board may require that contractor to post bonds as provided below. The amount due as an indemnity payment on a required bond from the surety under this Section 5 shall be determined by the Joint Conference Board as follows. The Joint Conference Board may impose a bond providing for indemnity for violations in an amount as determined by the Joint Conference Board which indemnity amount will not exceed twice the amount of money that the contractor is found to be in violation of this agreement due to that contractor's failure to pay sums required for wages and/or to the trust funds, or for more as allowed in Section 6 below. A bond can be required for up to three years in duration from the date the bond is first posted, or for a longer period as provided in Section 6 below.

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

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

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

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

SECTION 7. Successor Relationships

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

SECTION 8. The Form of Bonds

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

SECTION 9. Association Bond

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

SECTION 10. Bonding of Other Entity

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

SECTION 11. Levy of Bond

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

SECTION 12. Bond Levy for Wages

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

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

SECTION 13. Terms and Conditions of Deposit

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

SECTION 14. Cash Bond

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

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

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

D. The Joint Conference Board or Trustee designated by the Joint Conference Board shall have the authority to deposit all or any part of said funds so received in a savings or commercial bank account together with funds received from other Contractors on the Joint Conference Board, or Trustee designated by the Joint Conference Board, and shall have the authority to invest not more than seventy-five percent (75%) of said funds together with funds received from other Contractors in United States Government Bonds, certificates of deposit, insured savings and loan associations or such investments approved for Trust funds.

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

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

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

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

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

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

ARTICLE V - WORK JURISDICTION

SECTION 1. Award of Work Jurisdiction by Building Trades

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

SECTION 2. Scope of Work

The Plasterers scope of work shall include:

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

B. Corner beads when stuck on.

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

D. The waterproofing of plaster to create lamina (mesh and polymer enriched cement) and any other troweled coating over a plaster. Any cement and or plaster exterior cladding (barrier, concealed barrier and/or rain screen) that incorporates a plaster like finish appearance. Air barrier and/or water management systems of exterior walls or substrates regardless of tools used to apply.

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

F. The sticking, nailing, and screwing on of all plaster caps and ornaments, including but not limited to decorative foam shapes.

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

H. The application of all materials used for contact or passive fireproofing, Intumescent fireproofing, acoustical finish, or decorative finish, Sprayed-Foam and (foamed in place) including but not limited to cementitious, phenolic, polyisocyanurate, and polyurethane regardless of tools used to apply.

I. Plasterers shall have autonomy governing the mixing and applying of all materials used for plaster patching. Including but not limited to cement plaster, foam, E.I.F.S. Systems, acoustical plaster, contact or passive fireproofing, intumescent fireproofing regardless of tools used to apply.

J. The initial cleaning, preparation and protection of areas immediately adjacent to the plastering and concurrent with plastering operations necessary to meet California State Building Codes.

K. The installation of Exterior Insulation Finish Systems (EIFS), starting outside of the substrate. Including Direct Applied Systems (DAS, DAFS, or DEFS).

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

M. The carving or texturing of “positive” rock and other theme work created from gypsum, portland cement, or acrylic plaster. Including pools, spas and water features.

N. Plasterers shall perform any and all work and use any and all new materials or techniques involved in plaster construction including but not limited to what is known as green or sustainable technology.

O. Continuous Insulation (CI) Plaster Assemblies or Systems.

P. The application of Acoustical Plaster Systems, including but not limited to BASW Aphon, Dekozell, Pyrok Acoustic systems, Acoustibuilt, Fellert Acoustic Systems, and Stosilent regardless of tools used to apply.

Q. There is an explicit understanding that past practices or right of assignment shall be respected by Union and Contractor.

ARTICLE VI - WAGES AND HOURS

SECTION 1. Regular Work Week and Overtime Definition

A. The regular workweek shall be established as eight (8) hours per day beginning on Monday and ending on Friday. The workday shall consist of any continuous eight and one-half (8 1/2) hour period inclusive of a one-half (1/2) hour lunch break beginning no earlier than 4:00 A.M. and ending no later than 6:00 P.M., unless written authorization is first obtained from the Union to begin or end earlier or later. All work performed after the first eight (8) hours on any regular workday shall be paid at one and one-half (1 ½) times the normal rate of pay. Employees working more than twelve (12) hours in any workday shall receive two (2) times the regular rate of pay.

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

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

D. **The Alternative Work Week:** an alternative workweek may be established by the contractor consisting of four (4) consecutive days with ten (10) hours per day, excluding Public Works as stated in the Labor Code per section 1811. Contractor shall notify Local #200 no less than twenty-four (24) hours prior to commencement of implementing the Alternative Work Week and the structure of the Alternate Work Week. Any four (4) consecutive days between Monday and Friday on a regular workweek constitutes an Alternative Work Week. The alternative workweek shall not be considered special shift work or overtime. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays, and holidays. One meal period of thirty (30) minutes shall be commenced before the fifth hour of work has been completed and one (1) break not to exceed ten (10) minutes in the morning and one (1) break not to exceed ten (10) minutes in the afternoon. The Foreman shall reasonably schedule meal periods and breaks to meet operational needs.

SECTION 2. Meal Period

A 30-minute meal periods shall be provided after five (5) hours worked, unless waived by mutual consent when the workday is no more than six (6) hours.

SECTION 3. Meal Break on Overtime

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

SECTION 4. Special Shift Work

A Special Shift (single shift) - when remodeling or alteration work cannot be performed on the regular day shift because establishments cannot suspend business operations during the day, then the Contractor, prior to starting the job, shall notify the Union that he will work a special (single) shift(s).

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

A. Notification must be made to the Union in advance.

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

- All shifts (Monday through Friday) are a workday-8-hour work with 8 hours pay (working hours as specified in this Agreement). See Article VI Section 1A.
- Employees working more than twelve (12) hours in any workday shall receive two (2) times the regular rate of pay.

When an Employee is required to work overtime on special shift work following a regularly assigned shift, provisions will be made by the Employer for a meal period for that Employee prior to starting the overtime work, provided the duration of the overtime work is expected to exceed two hours.

SECTION 5. Cleanup Time

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

SECTION 6. Rest Period

Rest Periods in unison with wage order 16. HEAT ILLNESS (Recovery Periods): A Recovery or "cool down" period shall be offered to Employees by the Employer when the temperature exceeds 95 degrees F. The parties mutually agree to meet and discuss any new legislation regarding "Heat Illness and Recovery Periods" that may arise during the term of this Agreement. Employees should not discount any discomfort or symptoms they are experiencing and report any problems they are experiencing immediately to a supervisor. All disputes shall be subject to Article XII of this Agreement.

SECTION 7. Wage and Fringe Benefit Rates

Effective August 1, 2018 the wage scale shall be as indicated in the table listed below, with future increases to be allocated to wages and or fringe benefits by the Union. The Union shall give the Contractor thirty (30) days notice of the future allocation.

SCHEDULE "A"

Classification	Base Wage	DCO	Int'l 1%	Vac.	Taxable Wage	Group Benefit	pension	Vac. Admin	Apprent Training	Work Pres	Promo Admin	Total
Foreman	43.43	2.26	0.68	4.00	50.37	9.38	9.02	0.01	1.24	0.70	0.48	71.20
Journeyman	40.43	2.26	0.68	4.00	47.37	9.38	9.02	0.01	1.24	0.70	0.48	68.20
6th Period 90%	36.39	2.03	0.56	4.00	42.98	9.38	9.02	0.01	1.24	0.70	0.48	63.81
5th Period 80%	32.34	1.81	0.56	4.00	38.71	9.38	9.02	0.01	1.24	0.70	0.48	59.54
4th Period 70%	28.30	1.58	0.56	4.00	34.44	9.38	9.02	0.01	1.24	0.70	0.48	55.27
3rd Period 60%	24.26	1.36	0.56	4.00	30.18	9.38	9.02	0.01	1.24	0.70	0.48	51.01
2nd Period 50%	20.22	1.13	0.56	4.00	25.91	9.38	9.02	0.01	1.24	0.70	0.48	46.74
1st Period 45%	18.19	1.02	0.56	4.00	23.77	9.38	-	-	-	-	-	33.1
August 1st, 2023 - $3.25 Allocated by Union												
August 1st, 2024 - $3.25 Allocated by Union												
August 1st, 2025 - $3.50 Allocated by Union												

1. Foremen must receive not less than three dollars ($3.00) per hour above Journeymen's scale provided the Foreman has a current First-Aid/CPR, OSHA 30 and Scaffold User certifications.

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

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

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

5. Upon authorization as required by law, the Contractor agrees that he shall deduct the sum of two dollars and twenty-six cents ($2.26) from the wages of each employee covered hereby, as hereinafter described, for each hour worked or paid for in each payroll period commencing August 3, 2022, as working dues, accruing to the Plasterers' Local Union.

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

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

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

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

C. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the Employee, by written notice served upon each of the Contractors for whom he was employed and on the Union for whose benefit he executed such authorization, within thirty (30) days prior to the anniversary date of the first year or any year thereafter, or prior to the termination of this Agreement, revokes such authorization.

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

SECTION 8. Subsistence and Alternative Work

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

B. When members of Plasterers' Local 200 are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, the contractor shall make all room arrangements, there shall not be more than two (2) individuals per room in addition to forty five dollars ($45) minimum a day for meals and incidentals from the date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff, a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return. If a Journeyman or apprentice quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

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

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

D. The Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of the California Labor Code and as allowed by Workman's Compensation.

SECTION 9. Audit of Books and Records

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

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

SECTION 10. Proof of Insurance

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

SECTION 11. Express Waiver of Sick Leave Laws

The bargaining parties expressly, clearly, and unambiguously waive the right to paid sick leave under any Federal, State, or local statute or ordinance to the fullest extent permitted by law.

ARTICLE VII – FRINGE BENEFITS

SECTION 1. Payments to Fringe Benefit Trust Funds

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

B. The Trusts set forth above shall accept fringe contributions from only those Contractors who are signatory to an Agreement with the Union who is party to this Agreement. These Trustees shall accept fringe benefit contributions from political subdivisions, governmental or public agencies, city, county, state, or federal, or any Employer of Plasterers who is not legally permitted to sign collective bargaining agreements.

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

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

SECTION 2. Southern California Plastering Institute Trust

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

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

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

B. Effective August 3, 2022, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute Inc. Group Benefit, or its order, the sum of nine dollars and thirty-eight cents ($9.38) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

D. Should the health insurance provisions (Group Benefit) contained in this Agreement and/or Health and Welfare Trust (Group Benefit) plan design cause the Employer to become subject to a penalty, fine or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the Union and the Employer will immediately meet to bargain over a solution that does not increase the total cost to the Employer. In the event of the Union failing to immediately meet or a solution a solution is not agreed to, any contributions that would be owed to the Health and Welfare Trust shall be held in escrow and a no strike provision shall apply.

SECTION 4. Southern California Plastering Institute Pension Trust Fund

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

B. Effective August 3, 2022, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc.; the sum of nine dollars and two cents ($9.02) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

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

SECTION 5. Southern California Plastering Institute Apprenticeship and Training Trust

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

B. The Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the southern California Plastering Institute Apprenticeship and Training Trust the sum of one dollar and twenty four cents ($1.24) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

SECTION 6. Southern California Plastering Institute Administrative Trust Fund

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

B. Effective August 3, 2022, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute Inc., or its order, the sum of forty-eight cents (0.48¢) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

SECTION 7. Southern California Plastering Institute, Inc. Labor-Management Work Preservation Trust

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

B. Effective August 3, 2022, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc., or its order, the sum of seventy cents (0.70¢) for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

SECTION 8. The Southern California Plastering Institute Vacation Trust and Vacation Administration Trust

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

B. Effective August 3, 2022, the Contractors covered by this Agreement, in addition to compliance with all other provisions contained herein, shall pay to the Southern California Plastering Institute, Inc., or its order, the sum of four dollars ($4.00) to the Vacation Trust Fund, and one cent (.01¢) per hour to the Vacation Administration Trust Fund for each hour an Employee is to receive pay pursuant to the terms of this Agreement.

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

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

SECTION 9.

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

SECTION 10.

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

SECTION 11. ANNUITY PLAN

The parties will request that the Southern California Plastering Institute will take the necessary steps to establish an annuity plan, including necessary IRS approvals and development of rules and regulations governing the plan for Operative Plasterers and Cement Masons International Association, AFL-CIO Local 200 working under this Agreement. The Union reserves the right to allocate future wage increases to such an annuity plan once it is established.

ARTICLE VIII - WORKING RULES

SECTION 1. Standard and Quality of Work

All work done under this Agreement shall be done in accordance with the applicable Federal, State, County and local building codes and the quality of the work shall be of a standard that will promote the use of plaster as determined by the Technical Service Information Bureau (TSIB)

SECTION 2. Foreman

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

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

SECTION 3. Holidays

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

SECTION 4. Payment of Wages

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

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

C. Not more than five (5) days pay shall be retained by a Contractor on any payday.

SECTION 5. Payment of Fringe Benefits

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

B. In the event the contractor fails to pay or is delinquent in paying wages or fringes, he shall be considered in continuing violation of the Agreement until all wages and fringes are paid to date. If, for a period of ninety (90) days, a Contractor makes all reports and payments of wages and fringes and is not late or delinquent in making such payments on a weekly basis, the JOINT CONFERENCE BOARD may relieve such Contractor of the penalty requirement upon receipt of his written request for relief.

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

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

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

SECTION 6. Show-up Time: Two, Four and Eight Clause

Any worker, reporting for work at the regular starting time for whom no work is provided, shall receive pay for two hours at the stipulated rate for so reporting, unless they have been notified before the end of their preceding shift not to report; or during a period of inclement weather, the contractor has instructed the employee to call a designated job number provided to him for instructions concerning to the job site and the employee has either failed to do so or the employee called and was instructed no to report; and any employee who reports for work, and for whom work is provided shall receive not less than one-half day's pay, and if more than one-half is worked in any one day, shall receive not less than a full day's pay therefore, unless prevented from working for reasons beyond the control of the contractor, including but not limited by such factors as inclement weather, completion of the operation before the end of the day, during which time workmen are not requested or required to remain on the job by the contractor or their agent.

SECTION 7. Production and Tools

A. The Signatory Contractors and Unions agree that nothing shall be permitted that restricts the production or increases the time in which to do the work, and no limitations shall be placed on the amount of work which an Employee shall perform, nor shall there be any restrictions against any kind of machinery, tools, or labor-saving devices, provided, however, that no Employee shall be required to use any material, tool or labor-saving device which will reduce the quality of work or is injurious to his health and safety. Long handled tools shall not be used for rodding, darbying, troweling, finishing or shaping angles. The nozzle extension of a plastering machine, the wall scraper and the angle tool used to mark a groove in acoustical or simulated acoustical ceiling angles shall not be prohibited. Nozzle extensions are not to exceed four (4) feet in length.

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

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

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

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

F. The Employer shall be allowed to institute a tool sign out sheet. The employee shall be responsible for tools/equipment they have signed out. The employee may deduct the reasonable cost of tools/equipment if the loss was due to willful or a dishonest act, or by the employee's gross negligence. Disputes shall be heard per Article XII of this Agreement.

SECTION 8. Use of Employees Equipment and Vehicle

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

B. Twenty dollars ($20.00) per day as a truck expense reimbursement shall be paid to Plasterers whose personal truck is requested by the Employer to be used subject to the following:

(a) When 200 lbs. Or more is hauled.

(b) The Employee must have a written request slip, form, or note from the contractor or his Foreman requesting use of the plasterer's truck.

(c) All claims for truck expense reimbursement must be made within two (2) weeks of use of said truck.

SECTION 9. Journeyman Training

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

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

C. Journeymen Plasterers (hereinafter "Journeyman") must obtain and maintain the following certifications: First Aid/CPR, Scaffold User, and OSHA 30-hour. Failure to obtain or maintain certifications will result in a Journeyman either: 1) not receiving any future wage increases until such time the designated certifications are obtained or 2) have his/her employment terminated at the Contractor's discretion. The Union shall not dispatch any Journeyman that does not complete or have scheduled to attend these certification courses. Should an Employer request a dispatch on a Journeyman that does not have the required certifications the Employer must submit the request, in writing, stating that they are aware that the Journeyman does not have the required certifications.

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

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

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

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

F. The Union Training Department shall institute an online certification card program. The Program shall be accessible to all signatory contractors for the purpose of verifying the Employees certification status.

SECTION 10. Masking and Covering

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

SECTION 11. White Uniforms

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

SECTION 12. Parking

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

SECTION 13. Scaffolding

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

SECTION 14. Safety Equipment

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

SECTION 15: Travel

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

ARTICLE IX – APPRENTICE AND JOURNEYMEN TRAINING

SECTION 1. Rules Governing Apprentices

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

SECTION 2. Hiring of Apprentices

A. The selection, hiring, placing, training, disciplining, wages, hours, and working conditions of Apprentices shall be governed by the Apprenticeship Standards as amended and approved for the Industry by the California State Department of Industrial Relations, Division of Apprenticeship Standards (DAS). These Apprenticeship Standards are hereby made part of this Agreement. The provisions of the Apprenticeship Standards shall be administered, supervised, and enforced by the Joint Apprenticeship Committee and the parties hereto agree to abide by the provisions of the Standards and decisions and rules and regulations of the Joint Apprenticeship Committee.

All differences, complaints, and disputes concerning the application and enforcement of any of the provisions of the Apprenticeship Committee after reasonable notice and opportunity to be heard to all interested parties. Also as provided in the Apprenticeship Standards and the State Apprenticeship law, orders or decisions of the Joint Apprenticeship Committee may be appealed to the State Administrator of Apprenticeship and the California Apprenticeship Council. However, in the event any final order or decision in any complaint, dispute, or matter involving the application and enforcement of the Apprenticeship Standards is not complied with, any interested person may apply to the Joint Conference Board for the enforcement of such final order or decision and the exercise of the provisions of Article XII of this Agreement.

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

SECTION 3. Apprenticeship Standards

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

SECTION 4. Ratio and Rotation of Apprentices

A. For each three to five (3-5) Journeyman employed by a Contractor, he shall be required to employ one (1) Apprentice. On Fireproofing crews, the ratio shall be 3 to 1 on project with more than one pump. The number of Apprentices to be employed shall be determined by the Joint Apprenticeship Committee based upon continued surveys to determine the working conditions and the availability of skilled craftsmen. Apprentices shall be hired and transferred in accordance with the Apprenticeship Agreement between the parties. One (1) Apprentice to each three to five (3-5) Journeyman is mandatory but extra Apprentices may be used in job crews.

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

ARTICLE X - STRIKES, LOCKOUTS, JURISDICTIONAL DISPUTES

SECTION 1. Jurisdictional Disputes

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

SECTION 2. Right to Honor Picket Lines

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

SECTION 3. AFL-CIO Unfair List

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

SECTION 4. Work Stoppage of Association Contractor

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

ARTICLE XI - RIGHT TO TAKE ECONOMIC ACTION

SECTION 1. Right to Take Economic Action

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

A. Non-payment of wages, vacation pay, or vacation administration trust contributions
B. Issuing non-negotiable checks for wages or fringe contributions.
C. Non-payment of health and welfare insurance contributions.
D. Non-payment of pension contributions.
E. Non-payment of Apprenticeship and Training Trust contributions.
F. Non-payment of trade promotion contributions.
G. Non-payment of late payment liquidated damages.
H. Non-reporting of fringe contributions, including non-reporting when no Employees are employed.
I. Non-payment of work preservation labor-management trust contributions.
J. Non-compliance with safety orders.
K. Failure to post a required bond.
L. Failure to maintain a required bond.
M. Failure to submit all business records, books and reports pertaining to the payment of wages and fringes as ordered by the Joint Conference Board or Trustees of any Trust.
N. Failure to show up for a Joint Conference Board hearing as cited when not excused for cause by the Joint conference Board.
O. Failure to allow a 30-minute break after four (4) hours of work.
P. Failure to report a non-union plasterer after seven (7) days of employment.
Q. Failure to abide by the decision of the Joint Conference Board or an arbitrator.
R. Failure to discharge an Employee in accordance with Article III, Section 12.
S. Failure to maintain and exhibit Worker's Compensation Insurance coverage as required by Article VI, Section 10.
T. Failure to report fringe benefit contributions by the job as required by Article VII, Section 1-C.
U. Failure to pay accumulated collection costs as required by Article VIII, Section 6

SECTION 2. Other Violations

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

If not corrected by 8:00 a.m. of the following workday, the Union shall have the right to take the action specified in section 1 of this Article. This shall apply if, in the opinion of the Business Agent, the work is to be completed on the day the notice is given. In this event, the union may immediately take the action specified in Section 1 of this Article.

SECTION 3. Work Stoppage Appeal

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

SECTION 4.

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

ARTICLE XII - PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES SECTION

SECTION 1. Stewards

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

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

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

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

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

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

SECTION 2. Joint Conference Board

A. Except as provided for in Article X, it is hereby agreed between the parties to this Agreement that this Agreement provides for the orderly and amicable adjustment and settlement of all disputes, differences and grievances. In order to carry into effect, the terms of this Agreement, the parties hereto, hereby adopt the Joint Conference Board for the purpose of arbitrating and settling disputes, differences and grievances as referred to it by the terms of this Agreement. The Joint Conference Board shall not hear disputes involving a non-signatory contractor.

B**.** The Board shall be composed of seven (7) members to be appointed or elected by the Local Union signatory hereto and seven (7) alternate members to be appointed or elected by the Local Union and seven (7) members appointed or elected by the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc. And seven (7) Alternates appointed by the California Plastering Conference of the Western Wall & Ceiling Contractors Association, Inc.

The alternate members appointed by the Union shall act only in the absence of a Union member, and the alternate members elected by the Contractors shall act only in the absence of a Contractor member. The persons thus appointed shall, from among themselves, elect a Chairman and a Co-Chairman, one (1) from the Union and one (1) from the Contractor members.

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

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

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

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

SECTION 3. Powers of the Joint Conference Board

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

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

1. Investigative Sub-Committee: Upon any matter submitted pursuant to this Agreement, the Joint Conference Board may designate an Investigative Sub-Committee composed of four (4) persons, two (2) of whom shall be Employer members. And two (2) shall be Union representatives. Said Investigative Sub-Committees shall have the right, upon the direction of the Joint Conference Board, to investigate any job sites and construction projects covered by this Agreement and shall be permitted to estimate the number of plastering man-hours performed on said jobsite or construction projects. Said estimates by the Investigative Sub-Committees may be used as valid evidence by the Joint Conference Board to determine the amount of fringe benefit contributions due and owing to the Southern California Plastering Institute Trust, the Southern California Plastering institute Group Benefit Trust, the Southern California Plastering Institute, Inc., the Southern California Plastering Institute Pension Trust, the Southern California Plastering Institute Apprenticeship and Training Trust, the Southern California Plastering Industry Vacation Trust, the Southern California Plastering Institute Vacation Administration Trust, the Southern California Plastering Industry Labor-Management Work Preservation Trust and the Southern California Plastering Institute Administrative Industry Fund.

B. **Grievance Sub-Committees**.

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

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

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

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

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

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

SECTION 4. Sub-Committee Procedures

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

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

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

B. (1) In the event of a dispute, any party to the dispute may initiate grievance procedures by requesting by telephone through the Chairman or Co-Chairman of the Joint Conference Board, the appointment of a Sub-Committee.

(2) Any grievance or dispute to be submitted shall be presented to the Union/Contractor ten (10) days after the complaining party (Employee, Union, Contractor or Association) has actual knowledge of the facts given to the dispute.

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

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

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

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

SECTION 5. Joint Conference Board Procedures

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

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

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

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

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

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

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

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

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

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

K. If the Joint Conference Board fails to reach a decision within five (5) days after the matter has been fully heard by it, the dispute shall be referred to arbitration unless the parties to said dispute agree by mutual consent to extend the time. If no agreement is reached upon by an Arbiter, or upon an extension of time, the board, through the Chairman or the Co-Chairman, either acting alone or together, shall within twenty-four (24) hours request the Federal Mediation & Conciliation Service to submit five (5) names as Arbiters, and each party shall have the right to cancel two (2) names and the fifth or remaining person shall make the decision, which decision shall be final and binding on all parties. The decision of said Arbiter shall be rendered within thirty (30) working days after the matter has been heard unless all parties to the dispute agree in writing to an extension of time.

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

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

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

ARTICLE XIII - FAVORED NATIONS CLAUSE

SECTION 1. More Favorable Conditions

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

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

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

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

ARTICLE XIV - TERMS AND TERMINATION AND RENEWAL

SECTION 1. Evergreen Clause

The term of this Agreement, as otherwise herein provided, shall commence on the 1st day of August 2018 and continue until the 2nd day of August 2022, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not more than ninety (90) days or less than sixty (60) days prior to the date of expiration.

SECTION 2. Amendments

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least ninety (90) days prior to the 2nd day of August 2022, or August 2nd of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

However, if no modified or amended Agreement is reached by negotiations between the parties on or before August 2, 2022, or the end of any subsequent yearly period, any party may give written notice to the other parties of its intention to take economic action, not less than fifteen (15) days after the date of such notice. Regardless of the giving of such notice of intention to take economic action, the parties shall continue to negotiate until an Agreement is reached or until the fifteen (15) days has expired.

ARTICLE XV

SECTION 1 Entire Agreement

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

SECTION 2 Employer Leaves Association

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

SECTION 3 Change in Ownership

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

ARTICLE XVI

SECTION 1 International Union Approval

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

SECTION 2

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

SECTION 3

This Agreement has been reached the 3rd day of August 2022.
between the properly qualified negotiating committees representing the Contractor and the Unions, after due deliberation and negotiation, and to which Agreement the following named persons subscribed their signatures as the proper bargaining agents for the Plastering Industry within the jurisdiction of the Local Unions signatory hereto.

ARTICLE XVII – WORKERS COMPENSATION ADR

The Construction Laborers Health and Welfare Trust Fund for Southern California has established a Workers Compensation Alternative Dispute Resolution Program pursuant to California Labor Code Section 320-5 (“Laborers Workers Compensation Fund”). I Any Contractor who wishes to participate in the Alternative Dispute Resolution Program must sign an assent form binding it to the terms and conditions of the program.

ARTICLE XVIII - SAVINGS CLAUSE

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

The foregoing Agreement, consisting of 29 pages, constitutes the entire Contract between the parties signatory hereto.

Agreement between Western Wall & Ceiling Contractors Association and Operative Plasterer's Local Union 200 contract term 2022 – 2026.

For the "Union"

Operative Plasterers' Local Union 200

Jon Carter

BUSINESS MANAGER

Date: 6/27/2022

For the "Employers"

Western Wall & Ceiling Contractors Association

Albert Carrillo

Albert Carrillo, Cheif Executive Officer

Date: June 27, 2022

Addendum 1

Memorandum of Understanding
Meal and Rest Periods

The following constitutes an agreement between the Western Wall and Ceiling Contractors Association (hereafter referred to as WWCCA) and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200 (hereafter referred to as Plasterers Union), which interprets, amends, and modifies the provisions of the Master Agreement between the WWCCA and the Plasterers Union (hereafter referred to as the Plasterers Master Agreement):

1. The parties acknowledge and agree that the Plasterers Master Agreement and this Memorandum constitute a valid collective bargaining agreement (CBA) expressly providing for the wages, hours of work, and working conditions of the employees of the WWCCA contractor members and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of the CBA's provisions, including those involving meal and rest periods, premium wage rates for all overtime hours and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage and covers employees employed in a construction occupation. As such, under California Labor Code §512(e) and Wage Order 16, the meal period requirements for employees are determined by the parties. The parties have agreed to provide equivalent meal period protections to employees, by incorporating Wage Order 16 into the CBA in Section XII of the CBA and making any claim for violation of this provision subject to the grievance and arbitration provisions of Section XII of the CBA.

2. Similarly, by incorporating Wage Order 16 in Article VII, Section 12 of the CBA and making violation of this provision subject to the grievance and arbitration provision of Section XII of the CBA the parties have provided equivalent rest period protections within the meaning of Section l l(E) of Wage Order 16.

3. The parties expressly agree that the following schedules provide meal and rest periods in accordance with the CBA and is an equivalent protection for meal and rest periods in accordance with the CBA, Wage Order 16, and applicable law. The parties acknowledge and agree that the unique conditions of the construction sites on which contractor members work may require this "scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday" as provided for in Wage Order 16:

- All employees are authorized and permitted to take two paid 10 minute rest periods during a normal 8 hour shift, which insofar as practicable shall be in the middle of each four hour work period. Accordingly, an employee is authorized and permitted to have a 10 minute rest period in the morning and a 10 minute rest period in the afternoon during a normal 8 hour shift.

- As a voluntary choice and alternative to the two 10 minute rest periods set forth above, each employee may elect to take a single paid rest period of 20 minutes, which shall be provided within 3 hours of the start time of the shift and forego the afternoon 10 minute rest period. In order to elect this alternative, the employee must sign the attached form, which may be revoked by giving notice to the employer in writing at any time.

- As a voluntary choice and alternative to the two 10 minute rest periods set forth above, each employee may elect to take a single paid rest period of 20 minutes, which shall be provided within 3 hours of the start time of the shift and forego the afternoon 10 minute rest period. In order to elect this alternative, the employee must sign the attached form, which may be revoked by giving notice to the employer in writing at any time.
- An unpaid, duty-free meal period of 30 minutes shall be provided within 5 hours of the start time of the shift.

1. The parities may modify the foregoing schedule upon mutual written agreement to accommodate specific jobsite conditions, such as man lift availability, differing start times, or other issues.

2. The contractor member shall have the option to provide alternative meal and rest period schedules in accordance with Wage Order 16 instead of the foregoing.

3. Any alleged violation of the meal and rest period provisions of this Memorandum, the
CBA, or California law shall be subject exclusively to the grievance and arbitration provisions of Section XII of the Plasterers Master Agreement. Any dispute arising out of this Memorandum, including its interpretation, formation, or validity shall be subject exclusively to the grievance and arbitration provisions of Section XII of the Plasterers Master Agreement.

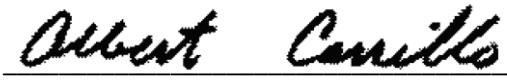
4. This Memorandum shall be in full force and effect during the 2018-2022 CBA between the WWCCA and the Plasterers and any renewal, extension, or modification of the CBA, unless it is expressly terminated by the parties by an instrument in writing signed by the parties.

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION
Local 200

7/25/18

Signature Date

WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION



7/25/18 ___

Voluntary Election Regarding Rest Periods

I acknowledge that I have been advised by my employer, that I am authorized and permitted to take two paid 10 minute rest periods during a normal 8 hour shift, which insofar as practicable shall be in the middle of each four hour work period. Accordingly, I understand that I am authorized to take a 10 minute rest period in the morning and a 10 minute rest period in the afternoon during a normal 8 hour shift.

At my choice and voluntarily I elect and choose to take a single 20 minute paid rest period within the first 3 hours of my work shift and forego the afternoon 10 minute rest period, instead of taking the two authorized 10 minute rest periods, as set forth above.

I acknowledge that I have been advised by my employer that I may revoke this election at any time by providing written notice to my employer, of the revocation of this election.

I understand and agree that if I have any claim that my employer has not provided rest periods as required by law or the collective bargaining agreement, I must file a grievance with my union, the OPCMIA Local 200, pursuant to the grievance/arbitration procedure of the collective bargaining agreement.

Signature Date

Addendum 2
Grievances and Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These tenns, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of Am. v. Warrior & GulfNav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344,361 (5th Cir. 2013) ("[W]e discern] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective bargaining process and agree to an arbitration clause.'' Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy ... imposed on individual employees by the employer as a condition of employment." D.R. Horton Inc., 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an

expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate
remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Agreement shall be processed through Article XII, Joint Conference Board and Procedure for Settling Grievances and Disputes. The Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to Article XII, Joint Conference Board and Procedure for Settling Grievances and Disputes by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article XII and not this Appendix A. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes." In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act
(hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix A as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Agreement which are deemed Contractual Disputes). This Appendix A shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

B. Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix A shall be recognized unless called to the attention of and, in the event, it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in Article XII, Joint Conference Board and Procedure for Settling Grievances and Disputes, or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix A, the grievance shall not be heard by the Joint Adjustment Board but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article XII shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such and shall bear no costs or fees of the arbitration. The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and a Contractor or the Association, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and a Contractor or the Association.

Effective Date of Amendment.

This Amendment shall be effective August 1, 2018 and incorporated by reference in the Agreement as if fully set forth therein. Except as expressly amended by this Amendment, all of the terms of the Agreement shall remain the same.

Western Walls and Ceiling Contractors (WWCCA)

_____ Date:___7/25/18_____

7/25/18

OPCMIA Plasterers Local 200

_____ Date:_____7/25/18_____

Schedule A

Plasterers' Local Union No. 200
Southern California Wage and Benefit Schedule
Effective August 3rd, 2022
Los Angeles, Orange, Riverside, San Bernardino, Ventura, Imperial, Kern, Mono, San Diego, San Luis Obispo & Santa Barbara Counties, California.

Classification	Base Wage	Int'l DCO	DCO	Vac	Taxable Wage	GROUP	Pension	Vac Admin	App. Training	Work Pres.	Promo Admin.	Total Package
Foreman	43.43	0.68	2.26	4.00	50.37	9.38	9.02	0.01	1.24	0.70	0.48	71.20
Journeyman	40.43	0.68	2.26	4.00	47.37	9.38	9.02	0.01	1.24	0.70	0.48	68.20
Apprenticeship												
6thPeriod 90%	36.39	0.56	2.03	4.00	42.98	9.38	9.02	0.01	1.24	0.70	0.48	63.81
5thPeriod 80%	32.34	0.56	1.81	4.00	38.71	9.38	9.02	0.01	1.24	0.70	0.48	59.54
4thPeriod 70%	28.30	0.56	1.58	4.00	34.44	9.38	9.02	0.01	1.24	0.70	0.48	55.27
3rdPeriod 60%	24.26	0.56	1.36	4.00	30.18	9.38	9.02	0.01	1.24	0.70	0.48	51.01
2ndPeriod 50%	20.22	0.56	1.13	4.00	25.91	9.38	9.02	0.01	1.24	0.70	0.48	46.74
1st Period 45%	18.19	0.56	1.02	4.00	23.77	9.38						33.15
August 1, 2023 - $3.25												
August 1, 2024 - $3.25												
August 1, 2025 - $3.50												

PUBLIC WORKS RESIDENTIAL RATES

Effective August 3rd, 2022

Classification	Base Wage	Int'l DCO	DCO	Vac	Taxable Wage	GROUP	Pension	Vac Admin	App. Training	Work Pres.	Promo Admin.	Total Package
Foreman	40.43	0.65	2.26	4.00	47.34	9.38	9.02	0.01	1.24	0.70	0.48	68.17
Journeyman	37.43	0.65	2.26	4.00	44.34	9.38	9.02	0.01	1.24	0.70	0.48	65.17
Apprenticeship												
6thPeriod 90%	36.39	0.56	2.03	4.00	42.98	9.38	9.02	0.01	1.24	0.70	0.48	63.81
5thPeriod 80%	32.34	0.56	1.81	4.00	38.71	9.38	9.02	0.01	1.24	0.70	0.48	59.54
4thPeriod 70%	28.30	0.56	1.58	4.00	34.44	9.38	9.02	0.01	1.24	0.70	0.48	55.27
3rdPeriod 60%	24.26	0.56	1.36	4.00	30.18	9.38	9.02	0.01	1.24	0.70	0.48	51.01
2ndPeriod 50%	20.22	0.56	1.13	4.00	25.91	9.38	9.02	0.01	1.24	0.70	0.48	46.74
1st Period 45%	18.19	0.56	1.02	4.00	23.77	9.38						33.15
August 1, 2023 - $3.25												
August 1, 2024 - $3.25												
August 1, 2025 - $3.50												

EXHIBIT “A”

DRUG ABUSE PREVENTION AND DETECTION

EXHIBIT "A"
DRUG ABUSE PREVENTION AND DETECTION

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

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement

2. All applicants or newly hired employees will undergo a drug screen at a facility that has been certified by the National Institute of Drug Abuse. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two hours travel time plus lab time.

3. Applicants and employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen and the time stated in number 2 above.

4. The employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. At least two (2) persons, one of whom may be a Union employee, must make observation. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

5. An employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.

6. There will be no random drug testing by the signatory employer.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by gas Chromatography – mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed

positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

10. Any dispute, which arises under this drug policy, shall be submitted to the grievance and arbitration procedure set forth in the applicable agreement.

11. In the event an individual employer is required, as a condition of contract award, to abide by the terms and conditions of a General Contractor or Building Owner's drug policy, the Employer will notify the interested Unions in writing prior to implementing such policy and all employees of the employer shall be informed that the program they will be working under differs from the standard policy. Employees shall have the right to request that they be assigned to another project with no inferences being made.

12. The establishment or operation of this policy shall not curtail any right of and employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

13. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the employer's application of the substance Abuse Program.

14. Any employer implementing a Drug Testing policy pursuant to this Memorandum of Understanding will give the Unions fifteen (15) days advance notice before implementation.

EXHIBIT “A-1”
ORAL DRUG TESTING

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

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

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

DRUG TESTING

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

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

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

SHORT FORM

AGREEMENT

Plasterers' Union Local 200

Short Form Labor Agreement

Incorporating the Master Labor Agreement Between
OP&CMIA Local Union No. 200
With
Western Walls & Ceiling Contractors Association

Covering the 12 Southern California Counties of:

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

August 3, 2022 – July 31, 2026

I

RECOGNITION

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

II

ADOPTION OF AGREEMENTS

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between the undersigned and Local No. 200 of the Operative Plasterers' and Cement Masons' International Association, AFL-CIO ("Union"), for and in consideration of services performed and to be performed by Plasterers for the undersigned that the Employer agrees to be bound by all of the terms and conditions of employment, including wages, hours, payment of all fringe benefit contributions as set forth in the Agreements entered into by and between the Union and the "Plastering Conference" of the Western Walls and Ceiling Contractors Association and the Inland Empire Lathing & Plastering Contractors Association. Executed on August 1, 2018 (copies of which have been delivered to me, which I have read; the receipt of which is hereby acknowledged and the contents of which I am familiar with) and any modifications, changes or renewals therein or re-negotiations thereof that may be made in the future by the mutual consent of the Union and either Association for the life of this Agreement, including any additional wages or fringe benefit contribution adjustments negotiated by the above parties.

III

PROCEDURE OF SETTLEMENT OF DISPUTES

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

IV

HEIR, SUCCESSORS

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

V

TERMINATION

This Agreement shall remain in full force and effect from the date signed below until July 31, 2026 and shall continue year to year thereafter, unless either party shall give written notice to the other of a desire to change or cancel it, not more than ninety (90) days or less than thirty-one (31) days immediately preceding July 31, 2026 of any succeeding year. Any renewals, extensions or renegotiations of the Agreements with either Association shall automatically be binding upon the employer for the full term of the new or extended Agreement where this required notice is not timely given.

SIGNED AND AGREED THIS _____ DAY OF _____.

For the "Union"	*For the "Employer"*
Signature	Signature
Printed Name	Printed Name
Title	Title
1610 W. Holt Ave. Address	Address
Pomona, CA 91768 City, State Zip	Street, State, Zip
(909) 865-2240 Telephone	Telephone
(909) 865-9392 Fax	Fax
Plasterers' Local 200 OP&CMIA Local Union No.	Organization Name
	State Contractors License #
	Workers Comp Carrier
	Workers Comp Policy Number
	FEIN SEIN

Trust Copy

TERMINATION

This Agreement shall remain in full force and effect from the date signed below until July 31, 2026 and shall continue year to year thereafter, unless either party shall give written notice to the other of a desire to change or cancel it, not more than ninety (90) days or less than thirty-one (31) days immediately preceding July 31, 2026 of any succeeding year. Any renewals, extensions or renegotiations of the Agreements with either Association shall automatically be binding upon the employer for the full term of the new or extended Agreement where this required notice is not timely given.

SIGNED AND AGREED THIS _____ DAY OF _____.

For the "Union"	*For the "Employer"*
Signature	Signature
Printed Name	Printed Name
Title	Title
1610 W. Holt Ave. Address	Address
Pomona, CA 91768 City, State Zip	Street, State, Zip
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	FEIN SEIN

Union Copy

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SIGNED AND AGREED THIS _____ DAY OF _____.

For the "Union"	*For the "Employer"*
	Signature
	Printed Name
	Title
1610 W. Holt Ave. Address	Address
Pomona, CA 91768 City, State Zip	Street, State, Zip
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Plasterers' Local 200 OP&CMIA Local Union No.	Organization Name
	State Contractors License #
	Workers Comp Carrier
	Workers Comp Policy Number
	FEIN SEIN

Contractor Copy