

**PLASTERERS**  
**MASTER AGREEMENT**

*Between*

**THE WALL AND CEILING ALLIANCE**

*and*

**GOLDEN GATE LODGE**  
**OF**  
**PLASTERERS' AND SHOPHANDS'**  
**LOCAL UNION NO. 66**  
**O. P. & C. M. I. A.**

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**Effective:**

**July 1, 2017 - June 30, 2021**

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**THIS AGREEMENT** is made and entered into this 1st day of July 2017, by and between the Wall and Ceiling Alliance (WACA) (hereinafter referred to as the “Association”) on behalf of Individual Employers who have authorized said Association to represent them, and other Individual Employers signatory hereto (hereinafter referred to collectively as “Employer”) and Golden Gate Lodge of Plasterers’ and Shophands’ Local Union No. 66, O.P. & C.M.I.A. (hereinafter referred to as the Union) in order to stabilize wages, hours and working conditions, and to improve conditions in the Plastering Industry for the benefit of Employers, Employees and the General Public. By entering into this Agreement, the parties do not intend to terminate or extinguish the Plasterers Master Agreement between the Wall and Ceiling Alliance and Golden Gate Lodge of Plasterers’ and Shophands’ Local Union No. 66. O.P.& C.M.I.A, effective through June 30, 2017. ~~Said Agreements between WACA and the Union~~ ~~and betwe~~ ~~and the Union~~ remain in full force and effect as to those employers who delegated, and continue to delegate, their bargaining authority to ~~WACA~~ ~~the~~ , respectively, and those employers who have signed memorandum agreements agreeing to be bound by said agreement(s). [Frank, the last sentence is not comprehensible; something was left out.]

## **ARTICLE I DEFINITIONS**

**Section 1.** The term “Association” refers to the Wall and Ceiling Alliance.

**Section 2.** The term “Individual Employer” refers to a sole proprietorship, partnership, corporation or other entity that is bound to this Agreement.

**Section 3.** The term “Employer” refers to all of the Individual Employers collectively.

**Section 4.** The term “Union” or “Local 66” refers to the Golden Gate Lodge of Plasterers’ and Shophands’ Local Union No. 66, O.P. & C.M.I.A.

**Section 5.** The term “O.P. & C.M.I.A.” refers to the Operative Plasterers’ and Cement Masons’ International Association, AFL-CIO.

**Section 6.** The term “Employee” refers to a Journeyman or Apprentice Plasterer or Fireproofers.

## **ARTICLE II WORK COVERED**

**Section 1.** Plasterers covered by this Agreement shall have jurisdiction over the following work, without limitation: All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, and corner beads when stuck, mechanically fastened or attached by any means. This includes the plastering and finishing of hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints,

skim coating (level 5) and all other methods, nail holes and bruises on wallboard and/or drywall, regardless of the type of materials or tools used; also, the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as Veneer, Venetian, Marmoreno and Gravello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

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

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

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

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

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

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

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

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

**Section 10.** Plasterers shall perform casting as follows:

- (a) Domes that do not exceed two (2) feet in diameter may be cast.

(b) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.

(c) Moldings clustered with enrichment may be cast.

(d) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.

(e) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.

(f) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.

(g) All small spandrels or panels under two feet, small caps and other similar work may be cast.

(h) All caps not exceeding two feet in diameter may be cast.

(i) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.

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

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

This Agreement shall cover all work of the Plasterers as defined in the Constitution and Bylaws of the Operative Plasterers and Cement Masons' International Association, AFL-CIO (hereinafter referred to as A.O.P. & C.M.I.A.), which is to be performed for Individual Employers on building and construction work in Alameda, Contra Costa, San Francisco and San Mateo Counties. In the event that the geographic jurisdiction of the Union is changed at any time in the future by the O.P. & C.M.I.A., the signatory Individual Employers will be so notified, and the Union and the Association will negotiate regarding wages, hours and working conditions for any areas in addition to the four above-referenced counties. Except as to wages and fringes as otherwise provided, this Agreement will also cover all of the work of the Shophands in the manufacture of ornamental staff and artificial stone in any plant, shop or other establishment located within the Northern part of the State of California from the county line of San Luis Obispo County in the South to the Oregon border in the North. This Agreement will also cover any other work in Alameda, Contra Costa, San Francisco and San Mateo Counties, involving new procedures, tools or materials not specifically covered in the Constitution and Bylaws but currently used by the Plasterers and Shophands, including without limitation, Exterior Insulation

and Finish Systems (E.I.F.S.) and similar systems and any and all other panelized or in place systems.

**Section 2.** Work of the Journeyman and Apprentice Plasterers shall be: The application of all interior and exterior plaster of gypsum or cement base when applied with the hawk and trowel or various plaster machines. The setting or sticking or running in place of all moldings of cement or gypsum-based plaster or similar or substitute materials that require the use of the usual Plasterers' tools and/or skills on pilasters, columns, ceilings, soffits, coves, reveals, walls, beams or any other place required by the plans and specifications of the various jobs. The handling and cleaning of the nozzle on all plastering machines and the use of darbies, rods, featheredges, floats, brushes, trowels, small tools, joint rods and any other tools required to complete the job of applying and finishing plaster or other materials in accordance with the plans and specifications of the various jobs. The horsing of all molds; making of all templates and placing of all cast staff work on the interior or exterior of buildings. All Exterior Insulation Finish Systems (E.I.F.S.) and interior and exterior plaster or materials of similar or substitute materials that require the use of the usual Plasterers' tools and/or skills shall be mixed and applied in accordance with the manufacturers' specifications. All fire-stopping and fire proofing and all patching of same, including soft and intumescent fireproofing and refraction work, including but not limited to such work on all steel beams, columns, metal decks, and vessels. Any and all work customarily and/or historically done by Plasterers, and any work awarded to the Plasterers by the Building Trades Department, AFL-CIO, or through any machinery set up by the Building Trades Department for determining said jurisdiction shall also be the work of the Journeyman and Apprentice Plasterers.

**Section 3.** Masking and covering of windows and doors with shades or any other method of covering as well as removing the same to a clean and finished job shall be done by Plasterers. The Plasterer shall clean from the ground up on exterior work and from the floor up on interior work.

### **ARTICLE III EMPLOYERS COVERED**

**Section 1.** This Agreement is made for and on behalf of and is binding on all sole proprietorships, partnerships, corporations and other entities that at the time of execution of this Agreement are, or during the term hereof become, members of the Association signatory hereto, or have authorized such Association to act as their collective bargaining representative, and shall become binding upon all sole proprietorships, partnerships, corporations and other entities that are or may become signatories to this Agreement.

**Section 2.** This Agreement is also binding on all sole proprietorships, partnerships, corporations and other entities that execute this Agreement or any document agreeing to be bound to this Agreement.

**Section 3.** This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of all Individual Employers subject to the provisions of this Agreement.



**Section 4.** This Agreement is binding upon each Individual Employer regardless of whether it changes its name, address or business form (e.g., sole proprietor or corporation). Prior to adopting a new or different name, address or business form, or adding an additional name, address, or business form, the Individual Employer shall give written notice to the Union of any intent to change the name, address or business form of its business, or to perform business under more than one name or business form or at more than one address.

**Section 5.** This Agreement is binding upon any sole proprietorship, partnership, corporation or other entity, including a joint venture, that is owned, managed or controlled, in whole or in part, by an Individual Employer or its owner, officer, partner, shareholder, responsible managing officer, or responsible managing employee, and that is created or utilized as a device or subterfuge to evade the terms and conditions of this Agreement. This Agreement is also binding on any sole proprietorship, partnership, corporation or other entity, including a joint venture, that joins or participates with, or in any way assists, directly or indirectly, an Individual Employer in evading the requirements of this Agreement. [The prior Agreement contained a sentence indicating that this provision would be interpreted in accordance with the NLRA and federal law. Did you agree to remove it?] This was deleted by Diane when she added section 12 to firm up the language. I think she felt it may have been less binding than what she added. Let me know I have no problem adding it back in.

**Section 6. Subcontracting.** (a) None of the work covered by this Agreement which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to an Individual Employer who is party to this Agreement or any counterpart thereof.

(b) This subcontracting provision shall be enforced only when both of the following criteria are satisfied: (1) when such enforcement is necessary to protect and preserve for the employees in the multi-employer collective bargaining unit covered by this Agreement all of the work normally and traditionally performed by them and for no other cause; and (2) when the Individual Employer has employees covered by this Agreement at the construction site.

(c) In any event, even if the Individual Employer has no employees at the job site, no such work at the job site shall be subcontracted except to a subcontractor whose total economic cost per hour of labor equals or exceeds the total economic cost per hour of labor of Individual Employers performing the same work under this Agreement.

(d) A subcontractor is defined as any person (other than an employee covered by this Agreement), firm, or corporation, who or which agrees orally or in writing to perform for or on behalf of an Individual Employer any part of the work covered by this Agreement.

**Section 7.** No more than one owner, officer, partner, shareholder, responsible managing officer or responsible managing employee of an Individual Employer shall be permitted to work with the tools of the trade upon the work covered by this Agreement at any one time. When five (5) or more Plasterers are employed, no owner, officer, partner, shareholder, responsible managing officer or responsible managing employee of an Individual Employer shall be permitted to work with the tools of the trade upon the work covered by this Agreement.

**Section 8.** Each Individual Employer shall submit to the Union and the Association a certificate of insurance showing that said Individual Employer is completely insured under the workers compensation laws of the State of California.

**Section 9.** Each Individual Employer shall submit to the Union and the Association proof that said Individual Employer has an active California contractor's license to perform the work covered by this Agreement. The Individual Employer shall mark each of the vehicles used to transport tools, materials or equipment in connection with the work covered by this Agreement with its name and contractor's license number.

**Section 10.** The Association has provided the Union with a list of the Individual Employers who are members of the Association. The Association shall provide a written report to the Union of any and all changes to the list of Individual Employers represented by the Association. The list of Individual Employers who are members of the Association and have delegated their bargaining authority to the Association at the time of execution of this Agreement is attached to this Agreement as Appendix A. Each and every member of the Association shall be required to individually sign this Agreement.

**Section 11. Job Reporting.** Each Individual Employer shall notify the Union, in writing, on a Job Reporting Form to be provided by the Union, of each job on which he or she will be performing work covered by this Agreement. The Job Reporting Form shall include, but not be limited to, the following information: the name and address of the job; the job identification number; the jobsite telephone number; the name of the general contractor and its contact person; the job description (e.g. school or office building); the estimated starting and completion dates; and the estimated number of hours of covered work to be performed. Such notice shall be given at least forty-eight (48) hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Individual Employer shall notify the Union by telephone giving all pertinent information regarding the specific job. The Union may withhold or withdraw workers from the Employer for failure to comply with this section.

#### Section 12. Work Preservation

- (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and all work covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Individual Employer shall perform any work of the type covered by this ~~a~~Agreement, under its own name or under the name of another, as a sole proprietorship, partnership, corporation or other entity, including joint venture, wherein the Individual Employer, or any of its officers, directors, owners, partners or stockholders, exercises either directly or indirectly, such as through family members, any significant degree of ownership, management or control, that other business entity will be bound to this Agreement and will pay its employees wages and fringes in an aggregate amount equal to that required under this Agreement.
- (b) All charges of violations of Section 12 (a) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final and binding resolution of disputes, as provided for in this Agreement. As a remedy for violations of this Article, the Board of Adjustment is empowered, at the request of the Union, to require an Individual Employer to pay the Union the difference between the wages and fringe benefits actually paid by the other business entities as defined in Section

12 (a) and the amount required to be paid pursuant to Section 12 (a) of the Article, plus interest at the prime interest rate. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation ~~feof~~ other sections or other articles ~~feof~~ this Agreement.

#### **ARTICLE IV RECOGNITION**

**Section 1.** The Association and the Individual Employers covered by this Agreement recognize the Union as the sole and exclusive collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Individual Employers performing work on all present and future job sites within the area covered by this Agreement, on the following basis. The Union has requested that each Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Individual Employer evidence that the Union has the support of a majority of the Individual Employer's employees; and each Individual Employer and the Association acknowledge and agree that a majority of the employees of each Individual Employer, and a majority of the employees in the multi-employer bargaining unit have authorized the Union to represent them in collective bargaining.

**Section 2.** The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative of all of the Individual Employers who are now or who may hereafter become their members and/or authorize such Association to represent them.

**ARTICLE V  
UNION SECURITY**

**Section 1.** All employees shall be required, as a condition of employment, to apply for and become members of, and to maintain membership in, the Union within eight (8) days, if engaged in building and construction work, or within thirty-one (31) days, if engaged in manufacturing work, covered by this Agreement, following the commencement of their employment or the effective date of this Agreement, whichever is the later.

**Section 2.** The Individual Employer shall discharge every person who has failed to comply with the provision of Section 1 above upon notice of such non-compliance, and further agrees not to again employ or re-employ any person so discharged until he or she is a member of the Union.

**Section 3.** Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications no more burdensome than those applicable generally to other applicants for such membership.

**ARTICLE VI  
UNION REPRESENTATION**

**Section 1.** The Union may appoint shop and job stewards. The Steward shall be the last employee to be laid off or discharged except for just cause. The Steward shall be allowed a reasonable amount of time during the working hours set forth in this Agreement to perform his or her Union duties each day.

**Section 2.** The Union shall be permitted, upon request at reasonable times, to examine the payroll records of the Individual Employer, including time cards of the employees.

**ARTICLE VII  
HIRING PROCEDURE**

**Section 1. Hiring Hall:**

(a) The Individual Employer shall retain full freedom to employ, reject and discharge any person who is referred for work covered by this Agreement, subject to the provisions of this Agreement.

(b) Whenever a person is rejected or discharged from employment after the third (3rd) day of employment, the Individual Employer shall notify the Union in writing (by facsimile, e-mail or personal delivery) of the reason or reasons therefore within forty-eight (48) hours.

(c) There shall be one Hiring Hall in Alameda or Contra Costa Counties and one Hiring Hall in San Francisco or San Mateo Counties operated by the Union.

(d) Non-Discrimination. The Hiring Hall shall be open and non-discriminatory. There shall be no discrimination because of membership or non-membership in, or participation

or non-participation in, the activities of the Union. The selection of applicants for referral to jobs shall not be based upon, or in any way affected by the Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of federal, state and local laws to the end that no person shall, on the grounds of sex, sexual orientation, age, race, color, creed, religion, or national origin, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement.

(e) Each Individual Employer who desires to employ persons in work covered under this Agreement shall notify the Union's Hiring Hall(s) of the number and qualifications of employees desired, the type of work to be performed, the location of the job site, the starting time of the job, the expected duration of the job, and such other information as is deemed essential by said Individual Employer in order to enable the Union to make proper referral of applicants.

(f) The Individual Employer shall not recruit applicants directly or hire additional persons not referred by the Union, except as hereinafter provided.

(g) Any Individual Employer whose principal office/shop is located within the geographic jurisdiction of the Union shall obtain, and maintain, all of its employees performing covered work from one of the Union's hiring halls. Any Individual Employer whose principal office/shop is located outside the geographic jurisdiction of the Union shall obtain, and maintain, at least fifty percent (50%) of the employees performing covered work from one of the Union's hiring halls.

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

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

(j) The Individual Employer, upon request of the Union, shall notify the Union in writing of the name, address, social security number and classification of every person who is employed in, rejected for, or discharged from work covered by this Agreement, together with the date of such employment, rejection or discharge and the location of his or her place or prospective place of employment.

## **Section 2. Registration on Out-of-Work List**

(a) The Union shall maintain a list (hereinafter referred to as out-of-work list) of all persons seeking jobs who have been employed on the type of work and in the territory covered by this Agreement for a period of at least one (1) year continuously, provided said employee has been available for the one-year period prior to the date of request, which list shall hereafter be called the A List. A separate list shall be maintained of all employees who do not meet the above requirements, which list shall hereafter be called the B List.

(b) Each Hiring Hall shall have its own A List and B List. All A persons can register on one or all A Lists, and all B persons can register on one or all B Lists.

(c) All person's names shall be entered on the out-of-work lists in the order in which said persons came into or called the Union's Hiring Hall seeking employment.

(d) Each person, at the time of registering on the out-of-work list, shall indicate his or her own qualifications for different types of work, and such indication shall be conclusive unless an Individual Employer to whom such person is dispatched reports to the Union that, in its opinion, the employee is not qualified. In such event, before such employee again will be entitled to preference hereunder, he or she shall be required to pass an objective examination given by the Qualifications Committee. Such Committee shall be selected by the Association signatory hereto and the Union, and shall be composed of an equal number of representatives of the Association and the Union.

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

(f) Registration hours at the Hiring Halls shall be from 7:00 a.m. to 4:30 p.m. All persons on the out-of-work list must register by coming into or calling one of the Hiring Halls, once a week, to keep their names on the out-of-work list.

(g) To insure the maintenance of a current out-of-work list, all persons must register during each five-day work week, or the following work week if a holiday designated in this Agreement occurs during the first work week. If such persons register pursuant to the provisions of this section, they shall maintain their previous position on the out-of-work list subject to the provisions of this section.

(h) Individuals shall be eliminated from the out-of-work list for the following reasons: 1) When such individual fails to register weekly; 2) When such individual is dispatched to a job, unless any such individual is rejected by the Individual Employer or fails to complete three (3) full days of work, in which case he or she shall retain his or her previous position on said list; 3) When such individual fails to accept suitable employment three (3) times during the current week at the time of dispatch; or 4) When such individual is dispatched to a job, but fails to report for work.

(i) All registrants on the out-of-work list must have current updated phone numbers on file in the Hiring Hall.

### **Section 3. Referral**

(a) Orders from Individual Employers for employees will be accepted on the day prior to dispatch or between 7:00 a.m. and 8:30 a.m. of the day needed. Referral hours from the Union shall be from 7:00 a.m. to 8:30 a.m. daily (Saturdays, Sundays and Holidays excluded), or at any time in the event of an urgent need.

(b) Subject to the other provisions of this Agreement, persons shall be referred in the order in which they are registered on the out-of-work list in the Hiring Hall contacted by the Individual Employer, with preference given to persons on the A List.

(c) Preference shall be given to persons whose designations on the out-of-work list correspond to the type of work involved, in the order in which their names appear on the list. If there are not sufficient employees on the A List whose designations correspond to the type of work involved, preference shall be given to the other employees on the A List in the order in which their names appear; and the same procedure shall be then followed with the B List should the names on the A List be exhausted. The order of referral set forth above shall be followed except in cases where an Individual Employer requires and calls for employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the out-of-work list possessing such special skills and abilities.

(d) During dispatch hours, the dispatcher starts at the top of the A List and works his way down the list. The dispatcher does not return to the top of the A List until the list is exhausted or until the following morning.

(e) After calling by name all those present in the Hiring Hall, in the order in which they are registered, the dispatcher will then telephone all others on the out-of-work list for that Hiring Hall in the order in which they are registered.

(f) In the event that an Individual Employer makes a request after 8:30 a.m. for the dispatch of employee(s) for that day, the dispatcher shall first telephone the individuals who were present in the Hiring Hall that day, in the order in which they are registered on the out-of-work list, and then shall telephone all others in the order in which they are registered on the list.

(g) Name calls. The Individual Employers shall have the right to call by name any employee who is registered for work on the A List and who has been employed by said Individual Employer within eighteen (18) months immediately prior to such request being made.

(h) Foremen. Individual Employers shall have the right to hire any Journeyman Plasterer affiliated with the Union as a Foreman and shall pay the Foreman Rates provided by this Agreement. Said Foremen must receive a referral slip from the Union.

(i) Referral or Dispatch Slips. Each person, upon referral, shall receive a referral or dispatch slip to be presented to the Individual Employer's representative at the job site,



indicating the employee's name, address, social security number, type of job, date of proposed employment and date of referral. A copy of the referral slip shall be mailed or faxed to the Individual Employer by the Union.

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

(k) At the time of a layoff, the Employer shall discharge the employee or employees he/she has selected by name prior to or at the same time he/she discharges the employee or employees that were referred from the out-of-work list as described above.

**Section 4. Posting:** The provisions of this Agreement relating to Union Security and hiring shall be posted by Individual Employers and by the Union in appropriate places where notices to employees and applicants are customarily posted, including the bulletin board of the Union.

**Section 5. Grievances:** Any employee or applicant for employment who believes that he or she has not been properly registered, referred, rejected, laid off or discharged in accordance with the terms of this Agreement may file a grievance under the grievance procedure set forth in this Agreement.

**Section 6.** Upon hiring, the Individual Employer shall furnish to employees the W-4 form from the Federal Government and will not under any circumstances demand any other information concerning date of birth, place of birth, race or ancestry, unless required by law.

## **ARTICLE VIII HOURS OF WORK**

**Section 1.** The regular work week on commercial and residential work shall consist of forty (40) hours per week, Monday through Friday. The regular work day shall consist of eight (8) hours commencing at 7:00 a.m. or, if the job conditions so require, 8:00 a.m., with one-half (1/2) hour off for lunch. If the job conditions require a starting time before 7:00 a.m., the Individual Employer shall request approval from the Union.

**Section 2. Starting Times.** The parties recognize and agree that it would be extremely difficult to fix the actual expense and damage to the Union and the employees which would result from an Individual Employer's requirement that employees commence work earlier than the starting time set forth in this Agreement. Therefore, it is agreed that the amount of damage to the Union and the employees resulting from such a requirement shall be by way of liquidated damages, and not an assessment or penalty, the sum of one thousand dollars (\$1,000.00) for each employee for each day on which he or she is required to begin work earlier than the starting times set forth in this Agreement, except where jobs warrant an earlier starting time. All early starting times must be approved by the Union. All liquidated damages are subject to approval by the Board of Adjustment, which shall have the authority to impose liquidated damages in any amount not to exceed \$1,000.00 per day. In addition, the Individual Employer shall pay all attorneys fees and costs expended by the Union in collecting these liquidated damages.

**Section 3. Rest Breaks.** The Individual Employer shall authorize and permit all employees to take one paid 10-minute coffee break or rest period for every four (4) hours, or major fraction thereof, worked. The rest period shall be, insofar as practicable, in the middle of each four (4) hour work period, at the convenience of the job operations. If the Individual Employer fails to provide an employee a rest period in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employee's regular rate of compensation for each work day that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods shall take place at areas designated by the Individual Employer, which may include or be limited to the employees immediate work area.

**Section 4. Meal Breaks.** During a regular work day, the Individual Employer shall provide an unpaid meal break of thirty (30) minutes. In addition, when employees work more than ten (10) hours, the Individual Employer shall provide a paid meal break of thirty (30) minutes after ten (10) hours of work and an additional paid meal break of thirty (30) minutes every four (4) hours thereafter. If the Individual Employer fails to provide an employee a meal break in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employees regular rate of compensation for each meal break that was not provided.

**Section 5.** The parties recognize and agree that it would be extremely difficult to fix the actual expense and damage to the Union and the employees which would result from an Individual Employer's refusal to allow its employees to take the rest and meal breaks set forth in this Agreement. Therefore, it is agreed that the amount of damage to the Union and the employees resulting from denying employees the rest and meal breaks allowed by this Agreement shall be by way of liquidated damages, and not an assessment or penalty, the sum of one thousand dollars (\$1,000.00) for each employee, for each denial of a rest break and each denial of a meal break, as required by this Agreement. All liquidated damages are subject to approval by the Board of Adjustment, which shall have the authority to impose liquidated damages in any amount not to exceed \$1,000.00 per day. In addition, the Individual Employer shall pay all attorneys fees and costs expended by the Union in collecting these liquidated damages.

## **ARTICLE IX OVERTIME**

**Section 1.** On all work covered by this Agreement, the first four (4) hours after the end of the regular work day shall be paid at one and one-half times the straight time rate.

**Section 2.** Time and one-half shall be paid for the first eight (8) hours worked on Saturdays and designated days off.

**Section 3.** All other time worked in excess of the regular work day or in excess of the regular work week shall be paid at double the straight-time rate.

**Section 4.** Double the straight time rate shall be the maximum compensation for any hour worked.

**Section 5.** If inclement weather causes a work stoppage on a particular job for one (1) day or more during the regular work week, the entire crew on that job may be permitted to work Saturday as a make-up day at the straight time rate. However, if any employee(s) on that job declines to work a Saturday make-up day, an equal number of employees from the Individual Employer's other jobs who have missed more than one days work during that work week due to inclement weather may be offered the opportunity to work Saturday at the straight-time rate. Notwithstanding the foregoing, if any employee is paid overtime on a particular job for work on Saturday, all employees on that job shall be paid at the overtime rate for all Saturday work. All Saturday make-up work shall be voluntary.

**Section 6.** All wages for overtime work shall be paid at the applicable overtime rate. All fringe benefit contributions, vacation and dues check-off shall be paid at the straight time rate.

**Section 7.** All overtime work and Saturday make-up work shall require advance notification by the Individual Employer to the Union by mail, fax, phone or e-mail, giving the address or location of the job and the names of the plasterers working. In the absence of such notification, the Individual Employer shall pay the employees performing Saturday make-up work at the applicable overtime rate.

**Section 8.** Overtime shall not be worked unless an emergency exists and unless the Individual Employer notifies the Union. The parties recognize and agree that it would be extremely difficult to fix the actual expense and damage to the Union and the employees which would result from employees working overtime without the Individual Employer first notifying the Union. Therefore, it is agreed that the amount of damage to the Union and the employees resulting from such unauthorized overtime work shall be by way of liquidated damages, and not an assessment or penalty, the sum of one thousand dollars (\$1,000.00) for each employee for each day on which he or she works overtime without notification of the Union. All liquidated damages are subject to the approval by the Board of Adjustment, which shall have the authority to impose liquidated damages in any amount not to exceed one thousand dollars (\$1,000.00) per day. In addition, the Individual Employer shall pay all attorneys' fees and costs expended by the Union in collecting these liquidated damages.

## **ARTICLE X SHIFT WORK**

**Section 1.** On jobs impossible to plaster during the regular work day, shift work will be permitted. Shift work can only be established upon prior notice from the Individual Employer to the Union. No shift work shall be established or started for less than three (3) consecutive work days.

**Section 2.** When two (2) or three (3) shifts are worked, the regular shifts shall be as follows:

(a) The first shift (day shift) shall begin at 7:00 a.m. or 8:00 a.m. Employees on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

(b) The second shift (swing shift) shall be worked between the hours of 3:30 p.m. and 12:30 a.m. Employees on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus one dollar (\$1.00) per hour for seven (7) hours' work.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus two dollars (\$2.00) per hour for seven (7) hours' work.

**Section 3.** A lunch period of thirty (30) minutes shall be allowed on each shift. One ten (10) minute coffee break or rest period shall be allowed for every four (4) hours, or major portion thereof, worked.

**Section 4.** There shall be no requirement for a day shift when either the second or third shift is worked.

**Section 5.** The first two (2) hours worked after the regular swing shift or regular graveyard shift set forth above shall be paid at one and one-half times the regular shift hourly rate. All other time worked in excess of the regular swing shift or the regular graveyard shift shall be paid at double the regular shift hourly rate.

## **ARTICLE XI HOLIDAYS**

**Section 1.** Recognized holidays are New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. If any such holiday falls on a Sunday, it shall be observed on the following Monday. If any such holiday falls on a Saturday, it shall be observed on the preceding Friday.

**Section 2.** Four (4) days of each contract year will be selected by the Union as designated days off. All signatory employers will be notified at the beginning of each contract year regarding holidays and designated days off.

**Section 3.** The following holidays and designated days off will be observed through June 30, 2018:

Independence Day Weekend:

Monday, July 3 and Tuesday, July 4,

2017

Labor Day Weekend:

Friday, September 1 and Monday, September 4,

2017

Thanksgiving Day Weekend:

Thursday, November 23 and Friday, November 24, 2017

Christmas Holiday:

Monday, December 25, 2017

New Year's Day:

Monday, January 1, 2018

Martin Luther King Jr. Day:

Monday, January 15, 2018

Presidents' Day:

Monday, February 19, 2018

Memorial Day Weekend:

Friday, May 25 and Monday, May 28, 2018

## **ARTICLE XII WORKING CONDITIONS**

**Section 1.** The Individual Employer shall furnish darbies, rods, feather edges, slickers, dash brushes, wash brushes, all floats, scarfiers, brush buckets, hand lights, extension cords and any and all safety equipment required by OSHA and/or Cal/OSHA regulations, including OSHA-approved power tools. This shall include, but not be limited to, safety vests, hard hats, gloves, safety glasses, protective outerwear for fireproofers, and any other OSHA-required PPE.

**Section 2.** No employee shall be required to move his or her tools from one job to another during lunch time.

**Section 3.** Employees shall not move, from one job to another, materials and equipment belonging to the Individual Employer in the employees own vehicles.

**Section 4.** The last fifteen (15) minutes of the regular work day or shift shall be allowed to the employees for the purpose of cleaning tools and equipment so that they can leave the job promptly at the end of the work day or shift.

**Section 5.** The employees covered by this Agreement who finish gypsum or veneer board or who install and finish exterior insulation finish systems shall service themselves and prepare their own materials. The same shall apply on patch and repair work regardless of the size of the job. The plasterers will perform all mixing and transportation of all materials from the mixing area to the work area, the setting and moving of scaffold, and covering and taping of all areas to which plaster will abut, clean up work and, in general, the tending of all the Plasterers needs to insure a true and finished product.

**Section 6.** On all exterior machine-applied plaster jobs, the Individual Employer will accept full responsibility for having enough employees to properly man the job.

**Section 7.** Protective clothing shall be furnished to wash employees on all gun operations.

**Section 8. Fireproofing.** On any job when direct-to-steel fireproofing is to be applied, there shall be two (2) Plasterers for each spray nozzle used. The Plasterer on the nozzle shall not apply fireproofing materials for more than one (1) hour without relief by the other Plasterers. Any job using not more than one hundred (100) sacks of fireproofing material per eight (8) hour day shall be exempt from the provisions of this Section. Also, the Individual Employer shall furnish approved fireproofing protective clothing and ear covering. Journey person and Apprentice Plasterers may cover, clean and prepare material if called upon to do so on fireproofing jobs. On all fireproofing jobs, the Individual Employer shall make sure that there is one Hod Carrier or Plasterer per nozzle on the ground to monitor the scaffold and the hose.

**Section 9.** Mortar boards on all work shall be raised to not less than eighteen (18) inches above scaffold planks.

**Section 10.** No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law, unless approved in advance by the Union, such approval not to be unreasonably withheld.

**Section 11. Waiver of Paid Sick Leave .** To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, city of Oakland Measure FF and Municipal Code section 5.92.030 and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written and/or as amended during the life of this Agreement. [\[Frank, this is the biggest problem in the Agreement; it does not contain a waiver of California paid sick leave or other sick leave ordinances such as Berkeley or future additional paid sick leave ordinances. I will send you the type of language you need. I looked at my notes and I had agreed to waive any current sick leave ordinances, but wasn't willing to blanket waive any and all future ordinances. Let me know if you have language with the California paid sick leave and Berkeley ordinance included.\]](#)

## ARTICLE XIII WAGES

### **Section 1. Commercial Work:**

- (a) Effective July 1, 2017, on commercial work, the hourly base rate of wages

for Journeyperson Plasterers shall be thirty four- dollars and seventy one cents (\$34.71).

(b) The following negotiated hourly increases will take effect on July 1, 2017 two-dollars and eighty five cents (\$2.85) July 1, 2018 two-dollars and seventy five cents (\$2.75), July 1, 2019 two dollars and seventy five cents (\$2.75), July 1, 2020 two-dollars and seventy five cents (\$2.75)

**Section 2. Residential Work:**

(a) Residential Rates shall apply to residential wood frame structures, defined as single family residences in residential tracts, condominiums, town houses, cluster homes and apartments which have a maximum of four stories or three stories over parking, that are designed for owner or tenant occupancy. Residential rates shall not apply to custom homes.

(b) Effective July 1, 2017, on residential work, the base hourly rate of wages for Journeyman Plasterers shall be thirty dollars and five cents (\$33.82)

(c) The following negotiated hourly increases will take effect on July 1, 2017 two-dollars and eighty five cents (\$2.85) July 1, 2018 two-dollars and seventy five cents (\$2.75), July 1, 2019 two-dollars and seventy five cents (\$2.75) July 1, 2020 two-dollars and seventy five cents (\$2.75)

**Section 3.** The Union shall have the sole right and discretion to allocate and re-apply any fringe benefits provided in this Agreement. However, this provision shall not be used to reduce the allocation to the Northern California Plastering Industry Pension Trust Fund or to the Industry Promotion Fund or to increase wages.

**Section 4.** The Union shall have the sole right and discretion to allocate and apply all of the increases in wages and fringe benefits effective July 1, 2017 and thereafter to any fringe benefits provided in this Agreement or to wages. Notwithstanding the foregoing, the Union shall discuss the allocations with Operative Plasterers and Cement Masons Local Union 300 of the O.P.&C.M.I.A and shall use its best efforts to attempt to agree to the same amounts for each fringe benefit.

**Section 5. Gun Pay.** All employees who work on and behind the gun or operate a nozzle shall receive \$5.00 per day over the scale. All fireproofing nozzleman shall receive \$10.00 per day over scale.

**Section 6. Working on Suspended Scaffold.** Employees working on an exterior suspended scaffold shall be paid an additional ten dollars (\$10.00) per day or any fraction thereof, and must be furnished a full body harness.

**Section 7.** No employee shall be employed on a piece work or quota basis.

**Section 8. Pay Day.** All employees shall be paid once a week in full, on Friday on or before 3:00 p.m., at the job site or in the shop. In any week with a holiday the payday shall be the last regular scheduled work day of the week. If an employee does not receive his wages when due, he shall receive pay at the regular rate of wages for each hour until paid.

**Section 9. Bounced Checks.** Should an employee's check be returned by the bank for any reason, the Individual Employer shall be required to pay all bank charges. In addition, if an employee's paycheck is not honored by the bank on which it is drawn on the initial deposit for reason of "insufficient funds," the Individual Employer shall pay to said employee eight (8) hours of wages at the employees regular rate of wages for every calendar day, or portion thereof, until said employee receives full payment for the dishonored paycheck. Upon demand of the Union, said Individual Employer will be required to pay



wages in cash or by certified check or cashier's check in lieu of payroll checks.

**Section 10. Show Up Time.** Any employee who, after reporting at the request of an Individual Employer, is not put to work through no fault of his own, shall receive two (2) hours' pay plus reimbursement for actual round-trip mileage from the employee's home to the shop or

jobsite, at the IRS-approved mileage rate. Any Plasterer working on a job who is laid off shall receive pay as follows: four (4) hours pay if laid off before 12:00 noon or eight (8) hours' pay if laid off after 12:00 noon. The above shall not be enforced if the employee is under the influence of alcohol or drugs or is prevented from working by circumstances beyond the Individual Employer's control.

**Section 11. Work Stoppages Caused by Emergencies.** If it is necessary to shut down work because of an emergency situation that could endanger the life and safety of employees, employees will be compensated for actual time worked only. However, if the Individual Employer requests that employees wait in a designated area and remain available for work, employees will be compensated for the waiting time.

**Section 12. Payment at Termination.** Whenever an employee is laid off or discharged, he shall be allowed one-half (1/2) hour to clean his tools and be paid the full amount of wages due him immediately. Whenever an employee is not paid one-half (1/2) hour before discharge, he shall receive payment at the regular rate of wages for each hour of every day until payment is made, not to exceed thirty (30) days.

**Section 13.** Whenever an employee is laid off or discharged on a day other than the end of the regular payroll period, he or she shall be paid by two checks: one up to and including the end of the regular payroll period; and the other for all time worked thereafter up to the date of termination.

**Section 14.** If an employee quits, the employee shall receive all wages earned no later than seventy-two (72) hours after the time of quitting or the normal pay day as provided in this Agreement, whichever is earlier.

**Section 15.** Any employee dispatched by and/or represented by the Union who is employed by an Individual Employer signatory to this Agreement outside the area covered by this Agreement shall be paid the wage rates and other monetary benefits of this Agreement or those provided by the Agreement of the Local Union affiliated with the O.P. & C.M.I.A. in effect in the area where he or she is so employed, whichever is greater. Except as otherwise provided in this Agreement, all fringe benefits shall be paid to the Plastering Industry Welfare Trust Fund, Northern California Plastering Industry Pension Trust Fund, Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund, Operative Plasterers Local Union No. 66 Journeyman and Apprentice Training Trust Fund and the Plastering Industry Labor-Management Cooperation Committee Trust Fund at the rates provided herein. Except as otherwise provided in this Agreement, payments for Industry Promotion, vacation and dues checkoff shall be at the rates provided herein to the entities provided herein.

**Section 16.** Any employee dispatched by and/or represented by Operative Plasterers and Cement Masons Local Union No. 300 of the O.P.&C.M.I.A. ("Local 300") who performs work in the geographic jurisdiction of the Union (Alameda, Contra Costa, San Francisco and San Mateo Counties) shall be paid the base wage rate (not including vacation and dues checkoff) provided by this Agreement or the base wage rate (not including vacation and dues checkoff)

provided by the Local 300 collective bargaining agreement (Local 300 Agreement), whichever is greater. Fringe benefits (including vacation and dues checkoff) for work performed by such employees in the geographic jurisdiction of the Union shall be paid to the funds provided in the Local 300 Agreement at the rates provided therein. If the fringe benefit rate (including vacation and dues checkoff) provided by this Agreement is higher than the fringe benefit rate (including vacation and dues checkoff) provided by the Local 300 Agreement, the difference shall be paid to the employee's vacation account as Supplemental Vacation. Supplemental Vacation shall be separately identified by the Employer when reporting the payment of fringe benefits. For work performed in the geographic jurisdiction of the Union, all other provisions of this Agreement shall apply with full force and effect to such employees.

#### **ARTICLE XIV FOREMEN AND SUPERINTENDENTS**

##### **Section 1. Foremen on Commercial Work:**

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

(b) When eight (8) or more Plasterers are on the job, the Foreman shall have the option to not use the tools and he or she shall receive fifteen percent (15%) per hour over and above the Journeyman wage rate.

##### **Section 2. Foremen on Residential Work:**

(a) On all residential jobs or projects employing a Plasterer or Plasterers, there shall be a Foreman appointed by the Individual Employer prior to the start of the job.

(b) Any person acting as Foreman Plasterer shall receive two dollars (\$2.00) per day over the Journeyman rate of wages. Any person acting as Foreman Plasterer who has in his or her charge four (4) or more employees shall receive not less than three dollars (\$3.00) per day over the Journeyman rate of wages.

(c) In addition, all Foreman Plasterers in charge of four (4) or more Journeyman or Apprentice Plasterers shall receive fifteen (15) minutes of starting time prior to the regular starting time and shall be paid at double his or her regular rate of wages for said fifteen (15) minutes. There shall be no fringe benefits paid on the fifteen (15) minutes of starting time.

(d) Any member acting as key Foreman who has ten (10) or more employees in his or her charge shall receive six dollars (\$6.00) per day over the Journeyman rate of wages.

(e) In the event the job is so large that it requires more than the usual one (1) Foreman, then all Sub-Foremen shall receive not less than three dollars (\$3.00) per day over the Journeyman rate of wages.

**Section 3.** An Apprentice Plasterer shall not be designated as a Foreman or Superintendent on commercial or residential work until he or she has completed the apprentice training program and has been initiated as a Journeyman.

**Section 4.** Any Journeyman Plasterer on a commercial or residential job who is given substantial responsibility (in addition to his or her plastering duties) by the Individual Employer shall be classified as a Foreman.

**Section 5. Plastering Superintendents.** At the sole discretion of the Individual Employer, a Superintendent in charge of all plastering work covered under this Agreement may be appointed from any Plasterers Local or from other associated trades. In the event an employee represented by Local 66 is appointed as Superintendent, his or her wage rate shall be at least fifteen percent (15%) above the Journeyman wage rate.

## **ARTICLE XV APPRENTICES**

**Section 1.** The Employer and the Union recognize the need for apprenticeship training and to this end shall indenture Apprentices in each of the trades in full conformity with Section 1777.5 of the Labor Code of the State of California. Accordingly, each Individual Employer shall make every effort to employ at least one (1) apprentice at all times. When an Employer employs three (3) or more Journeyman Plasterers and calls the Union for an employee or employees, the Union has the exclusive right to refer an Apprentice for employment and training should there be an Apprentice registered on the out-of-work list.

**Section 2.** A committee of six (6) persons, three (3) from the Employer and three (3) from the Union, is established and known as the Northern California Plastering Industry Joint Apprenticeship and Training Committee (J.A.T.C.). All Apprentices indentured through the Union are under the jurisdiction of the J.A.T.C. and subject to its rules. The J.A.T.C. shall see that all Apprentices abide by all the rules governing their schooling and wages. Any and all grievances of either the Apprentice or the Individual Employer shall come before the J.A.T.C. for settlement, and both parties shall abide by the decision of the J.A.T.C. The J.A.T.C. shall meet once a month at a time and place it determines.

**Section 3.** All applicants for Apprenticeship who secure employment will be placed with the Individual Employer for a ninety (90) day trial period. If conditions are acceptable to both the Individual Employer and the employee, said employee shall continue Apprenticeship with that Individual Employer under the conditions set by the J.A.T.C.

**Section 4.** Under no circumstances shall an Apprentice Plasterer be designated as a Foreman until he or she has completed the apprentice training program and has been initiated as a Journeyman.

**Section 5.** The Individual Employer shall ensure that all Apprentices are working, at all times, under the supervision of a qualified Journeyman. The Individual Employer shall provide the necessary diversified experience and training in order to train and develop the Apprentice into a skilled worker, proficient in all the work processes of the Plasterer trade or Fireproofing Plasterer trade, as the case may be. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the trade.

**Section 6.** The Individual Employer shall employ one (1) Apprentice whenever at least five (5) Journeymen are regularly employed, and one (1) additional Apprentice for each three (3) additional Journeymen.

**Section 7.** Apprentices shall be paid at the percentages of the Journeyman wage and fringe benefit rates set forth herein. ~~Note: Plastering Apprentices start at the fifty percent (50%) rate; Fireproofing Apprentices start at the sixty five percent (65%) rate.~~

**Section 8.** No Apprentice shall be advanced from one period of employment to another or receive the resulting increase in pay, unless and until he or she has performed to the satisfaction of the J.A.T.C. The J.A.T.C. will notify Individual Employers of any change in percentage for each Apprentice in their employ.

**Section 9. Rates for Plastering Apprentices for All Work (Commercial and Residential):** Apprentice wage and fringe benefit rates for commercial and residential work are based on percentages of the Journeyman wage and fringe benefit rates for commercial work.

**First 6 Months:**

60% of Journeyman's wage  
Full Health & Welfare, 50% Vacation and D.C.O.  
Gun pay same as Journeyman  
Parking and bridge toll same as Journeyman

**Second 6 Months:**

65% of Journeyman's base wage  
Full Health & Welfare  
65% Vacation and D.C.O.  
65% of all other fringes  
Gun pay same as Journeyman  
Parking and bridge toll same as Journeyman

**Third 6 Months:**

70% of Journeyman's wage  
Full Health & Welfare  
70% Vacation and D.C.O.  
70% of all other fringes  
Gun pay same as Journeyman  
Parking and bridge toll same as Journeyman

**Fourth 6 Months:**

75% of Journeyperson's base wage  
Full Health & Welfare  
75% Vacation and D.C.O.  
75% of all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

**Fifth 6 Months:**

80% of Journeyperson's base wage  
Full Health & Welfare  
Full Journeyperson rates  
for vacation and D.C.O.  
Full Journeyperson rates  
for all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

**Sixth 6 Months:**

85% of Journeyperson's base wage  
Full Health & Welfare  
Full Journeyperson rates  
for Vacation and D.C.O.  
Full Journeyperson rates  
for all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

**Seventh 6 Months:**

90% of Journeyperson's base wage  
Full Health & Welfare  
Full Journeyperson rates  
Vacation and D.C.O.  
Full Journeyperson rates  
for all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

**Eighth 6 Months:**

95% of Journeyperson's base wage  
Full Health & Welfare  
Full Journeyperson rates  
for Vacation and D.C.O.  
Full Journeyperson rates  
for all other fringes  
Gun pay same as Journeyperson

Parking and bridge toll same as Journeyperson

**Section 10. Rates for Fireproofing Apprentices for All Work (Commercial and Residential):** Fireproofing Apprentices shall start at the sixty percent (60%) rate. Apprentice wage and fringe benefit rates for commercial and residential work are based on percentages of the Journeyman wage and fringe benefit rates for commercial work.

**First 6 Months:**

60% of Journeyman's base wage  
Full Health & Welfare  
60% Vacation and D.C.O.  
60% of all other fringe  
Gun pay same as Journeyman  
Parking same as Journeyman

**Second 6 Months:**

70% of Journeyman's base wage  
Full Health & Welfare  
70% Vacation and D.C.O.  
70% of all other fringes  
Gun pay same as Journeyman  
Parking and Bridge toll same as Journeyman

**Third 6 Months:**

80% of Journeyman's base wage  
Full Health & Welfare  
Full Journeyman rates  
for Vacation and D.C.O.  
Full Journeyman rates  
for all other fringes  
Gun pay same as Journeyman  
Parking and bridge toll same as Journeyman

**Fourth 6 Months:**

85% of Journeyman's base wage  
Full Health & Welfare  
Full Journeyman rates  
for Vacation and D.C.O.  
Full Journeyman rates  
for all other fringes  
Gun pay same as Journeyman  
Parking and bridge toll same as Journeyman

**Fifth 6 Months:**

90% of Journeyman's base wage  
Full Health & Welfare  
Full Journeyman rates  
for Vacation and D.C.O.



Full Journeyperson rates  
for all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

Sixth 6 Months:  
95% of Journeyperson's base wage  
Full Health and Welfare  
Full Journeyperson rates for Vacation and D.C.O  
Full Journeyperson rates for all other fringes  
Gun pay same as Journeyperson  
Parking and bridge toll same as Journeyperson

**ARTICLE XVI  
TRAVEL PAY, SUBSISTENCE AND PARKING**

**Section 1. Subsistence:** On jobs forty (40) miles or more from the Local Union No. 66 jurisdiction line, or the employee's home, to the job site, the allowance shall be seventy-five dollars (\$75.00) for each day worked, or reasonable room and board.

**Section 2. Out-of-Town Lodging.** If it is impractical for an employee to return home at the end of the work day, the Individual Employer shall provide lodging for the employee.

**Section 3. Transportation Expenses.** When employees are required to travel outside the area covered by this Agreement, they shall be reimbursed for all fares paid if they use a public carrier or for all miles traveled at the then-current IRS-approved mileage rate plus all tolls paid if they use a private vehicle.

**Section 4. Parking/Bridge toll.** If free parking is not available or provided by the Individual Employer, employees shall receive full reimbursement for parking after turning in receipts from the most reasonable parking facility available within a three (3) block radius of the jobsite or full reimbursement for the BART fare to the jobsite. All bridge toll to be paid by employers whenever employees use same. Employees shall be provided with every paycheck stub a bridge toll/parking reimbursement form by the eEmployer which shall be turned in weekly by the employee.

**ARTICLE XVII  
HEALTH AND WELFARE**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on or after July 1, 2017, the Individual Employer shall pay to the Plastering Industry Welfare Trust Fund the sum of twelve dollars and fifty three cents (\$13.28) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement.

**Section 2.** Any benefits provided by the Plastering Industry Welfare Trust Fund to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of the Union and who were members in good standing of the Union during the twelve-month period immediately prior to their retirement date.

**Section 3.** The Plastering Industry Welfare Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

## **ARTICLE XVIII PENSION**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on or after July 1, 2017, the Individual Employer shall pay to the Northern California Plastering Industry Pension Trust Fund the sum of six dollars and twenty three cents (\$8.30) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement..

**Section 2.** The Northern California Plastering Industry Pension Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

Section 3 The parties understand that, on March 10, 2009, the Northern California Plastering Industry Pension Trust Fund adopted a Rehabilitation Plan under which pension benefits were cut and pension contributions were increased by adding "Contribution Enhancements," as defined in the Pension Plan. Within sixty (60) days of the date that pension benefits are reinstated, or if mutually agreed upon, incrementally reinstated to the pre-Rehabilitation Plan level and the Pension Plan's actuary certifies that the Plan does not need the "Contribution Enhancements" in order to remain 80% funded and to not have a projected funding deficiency for at least seven (7) years, the parties to this Agreement will meet to discuss reallocation of the "Contributions Enhancements" to other fringe benefits and/or wages. If the parties mutually agree on reallocation, then this Agreement will be amended to reflect that reallocation.

## **ARTICLE XIX SUPPLEMENTAL PENSION**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on or after July 1, 2017, the Individual Employer shall pay to the Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund the sum of four dollars and forty cents (\$4.40) per hour, for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement.

**Section 2.** The Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

## **ARTICLE XX APPRENTICE TRAINING FUND**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on or after July 1, 2017, the Individual Employer shall pay to the Operative

Plasterers Local Union No. 66 Journeyman and Apprentice Training Trust Fund the sum of one dollar and -six cents (\$1.06) per hour, for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement.

**Section 2.** The Operative Plasterers Local Union No. 66 Journeyman and Apprentice Training Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

**ARTICLE XXI  
PLASTERING INDUSTRY LABOR-MANAGEMENT  
COOPERATION COMMITTEE TRUST FUND**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on and after July 1, 2017, the Individual Employer shall pay to the Plastering Industry Labor-Management Cooperation Committee Trust Fund the sum of seventy cents (\$0.70) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement.

**Section 2.** The Plastering Industry Labor-Management Cooperation Committee Trust Fund shall be administered in accordance with the Trust Agreement creating the same as it has been or may hereafter from time to time be amended. The Individual Employer agrees to be bound by all of the provisions of said Trust Agreement as so amended.

**Section 3.** Monies paid to the Plastering Industry Labor-Management Cooperation Committee Trust Fund shall be used for the following purposes: To improve communication between representatives of labor and management; to provide employers and employees with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness; to assist employers and employees in solving problems of mutual concern not susceptible to resolution within the collective bargaining process; to study and explore ways and means of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the area industry; to enhance the involvement of workers in making decisions that affect their working lives; to expand and improve working relationships between workers and managers; and to encourage free collective bargaining by establishing continuing mechanisms for communication between employers and their employees.

**ARTICLE XXII  
INDUSTRY PROMOTION**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on and after July 1, 2017, the Individual Employer shall pay to the Industry Promotion Fund established by the Association the sum of fifty cents (\$0.50) per hour for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement. The Individual Employer shall report the amount paid for Industry Promotion on the same monthly report forms used for the reporting of payments to the Trust

Funds, and shall send such monies to the address shown on said report forms. Payments for Industry Promotion shall not constitute nor be deemed to be wages due to the employees with respect to whose work such payments are made.

**Section 2.** The payment of monies for Industry Promotion shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to Trust Funds shall also apply to monies payable for Industry Promotion.

**Section 3.** The Industry Promotion monies shall be used solely for the purpose of promoting the interests of the Plastering Industry in the area covered by this Agreement.

### **ARTICLE XXIII VACATION**

**Section 1.** Each employee covered by this Agreement shall have a vacation account at the Operating Engineers #3 Federal Credit Union or other financial institution of the Union's choice. Except as otherwise provided by Article XIII, Section 16, effective for all work performed on and after July 1, 2017, the Individual Employer shall deduct, from the net wages of its employees, after taxes, vacation pay at the rate of three dollars and fifty cents (\$3.50) per hour for Journeypersons (Apprentices in proportion according to Article XV section 9) for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement. The Individual Employer shall report the amount paid for vacation pay on the same monthly report forms used for the reporting of payments to the Trust Funds, and shall send such vacation pay to the address shown on said report forms, to be credited to each employee's vacation account.

**Section 2.** Vacation pay shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to Trust Funds shall also apply to the payment of vacation pay.

**Section 3.** Vacations shall be scheduled by agreement between the Individual Employer and the employee.

**Section 4.** In the event of the death or adjudicated incompetence of any employee who has monies credited to his or her individual vacation account, said monies shall be paid to the beneficiary designated as such under the Health and Welfare Plan upon presentation of a certified copy of the death certificate or a certified copy of the determination of adjudicated incompetence, or, if no such beneficiary has been designated, to the authorized representative of the estate of the deceased or incompetent employee, or as otherwise provided in the Probate Code of the State of California.

## **ARTICLE XXIV DUES CHECK-OFF**

**Section 1.** Except as otherwise provided by Article XIII, Section 16, effective for all work performed on and after July 1, 2017, the Individual Employer shall deduct, from the net wages of its employees, after taxes, Union dues at the rate of two dollars and thirty cents (\$2.130) per hour for Journeypersons (Apprentices in proportion according to Article XV section 9) for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement. The Individual Employer shall report the amount paid for dues check-off (D.C.O.) on the same monthly report forms used for the reporting of payments to the Trust Funds, and shall send such dues to the address shown on said report forms, to be credited to the Union. The Union will furnish to the Individual Employer copies of the Dues Check-Off authorizations, signed by the employees affected, and any other necessary documents or information promptly and, in any event, before the Individual Employer shall be required to make any dues deductions.

**Section 2.** The payment of monies withheld from employee wages for dues check-off shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. All of the provisions set forth in this Agreement concerning payments to Trust Funds shall also apply to the dues check-off payment.

## **ARTICLE XXV PAYMENTS TO TRUST FUNDS**

**Section 1. Due Date.** Payments to the Plastering Industry Welfare Trust Fund, Northern California Plastering Industry Pension Trust Fund, Operative Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund, Operative Plasterers Local Union No. 66 Journeyman and Apprentice Training Trust Fund, and the Plastering Industry Labor-Management Cooperation Committee Trust Fund (Trust Funds) shall be due and payable monthly on or before the fifteenth (15th) day of the month following the month in which the work was performed. Postmarks will not be accepted to show timely payment. Whenever the fifteenth (15th) day of the month falls on a Saturday, Sunday or legal holiday, contributions received on the following business day shall be accepted as timely.

**Section 2. Monthly Report.** Each Individual Employer shall file a monthly report with each Trust Fund on the form established by the Fund, showing the number of hours worked by each of its employees during the preceding month and the contributions due. Each such report shall be filled in properly and be signed by an owner, partner, or corporate officer of the Individual Employer, as the case may be. Such report shall be filed monthly regardless of whether the Individual Employer has employed any covered employees. If the Individual Employer has no employees during a particular month, the Individual Employer shall submit a monthly report stating that it had no employees during that month.

**Section 3. Bounced Checks.** Remittance checks not honored by the bank on the initial deposit for reason of "insufficient funds" shall be considered as non-payment and the Individual Employer declared delinquent.

**Section 4.** In respect to all payments to the Trust Funds, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by the Individual Employer pursuant to this Agreement is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an Individual Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each such Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages, and not an assessment or penalty, the sum of two hundred dollars (\$200.00) for each such failure to pay in full within such time limit provided, or ten percent (10%) of the amounts due and unpaid, whichever is greater, which amount or amounts of liquidated damages shall become due and payable to the Funds at their respective principal offices upon the day immediately following the date on which the Individual Employer became delinquent and shall be added to and become part of the amount or amounts due and unpaid, and the whole thereof shall bear interest at the rate of not less than ten percent (10%) per annum. If a legal action is filed to collect unpaid contributions or unpaid liquidated damages, the liquidated damages for any contributions still unpaid on the date the legal action is filed shall be increased to twenty percent (20%) of the contributions due. For any late contributions to be deemed paid prior to the filing of a legal action, the Trust Fund must have received cash, a cashier's check, a certified check, a money order or, in the case of an ordinary check, actual payment into the Trust Fund's account from the Individual Employer's bank by the end of the last business day before the day on which the lawsuit was filed.

**Section 5.** If any Individual Employer defaults in any of the payments provided for in this Article, then in addition to the amount or amounts due and the liquidated damages and interest provided herein, there shall be added to the obligation of the Individual Employer who is in default, in each case, all reasonable expenses incurred by the Administrator of the separate Funds or by any party hereto in collection of the same, including but not limited to, in case suit be brought, reasonable attorneys' fees, accounting costs and court costs.

**Section 6.** If any Individual Employer fails to make timely payment of any of the payments provided for in this Article, the Individual Employer may be required to make its payments to the Trust Funds with certified checks or cashier's checks for the period of twelve (12) months thereafter. In addition, such Individual Employer may be required to make its payments to the Trust Funds weekly for the same twelve-month period.

**Section 7.** In addition to the foregoing, it shall not be a violation of this Agreement for the Union to refuse to dispatch employees to any job, or to withdraw employees from the job or jobs, of any Individual Employer who defaults in any of the payments provided for in this Article or otherwise to take concerted actions against such Individual Employer.

**Section 8.** For any non-payment of wages, travel pay, fringe benefits and/or assessed liquidated damages, the Union may remove employees from any shop(s) and/or job(s) of any delinquent Individual Employer until full payment has been made.

## **ARTICLE XXVI AUDITS**

**Section 1.** Upon notice in writing from the Trust Funds or an authorized agent thereof, the Individual Employer shall permit any auditor appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, papers and reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be paid by this Agreement.

**Section 2.** The parties agree that the following records are necessary for the completion of an audit pursuant to this section: Individual Employer's quarterly tax returns to the state and federal governments (California Forms DE-3 and DE-6 and Federal Form 941), payroll journals, individual earnings records and time cards for all employees, general check register, reports of employee hours to all other trades, workers compensation insurance reports for all employees, general ledgers, bank statements, canceled checks, check stubs, Internal Revenue Service Forms W-2, W-4, 1096 and 1099 remitted to the United States Government, cash receipts journals, job cost records, invoices, contracts, and any other records which the auditor deems necessary or relevant to complete the audit.

**Section 3.** If an Individual Employer fails or refuses to submit to an audit or confirm an audit appointment within seven (7) days following demand, the Trust Funds may file a lawsuit or a grievance under the procedures set forth in this Agreement. Any Individual Employer who refuses or limits audit entry shall pay all the legal fees and costs incurred in obtaining the audit of such Individual Employer.

**Section 4.** If a payment obligation is disclosed by the audit for which no fringe benefit payment was received by the Trust Funds, and for which the number of hours worked cannot be plainly ascertained, the Trustees will determine the appropriate formula to be applied to compute the fringe benefit contributions owed. The Individual Employer shall be required to comply with such formula and make payment to the Trust Funds immediately upon being advised of the amount due.

**Section 5.** The purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. Said purpose would be defeated if the Individual Employer were able to limit the audit in any way, including limiting the audit to the employees whom the Individual Employer defines as covered employees. Therefore, the Individual Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the aforementioned books and records maintained by the Individual Employer.

**Section 6.** The cost of the audit shall be borne by the Individual Employer if a shortage is disclosed by the audit. If no shortage is disclosed, the Trust Funds shall bear the cost. Any audit cost incurred as a result of an Employer's cancellation of an audit, without at least two (2) working days notice to the auditor, or as a result of failing to make all records available shall be borne by the Individual Employer and not the Trust Funds, regardless of the results of the audit.



## **ARTICLE XXVII BONDING PROVISIONS**

**Section 1.** Each Individual Employer party hereto shall post a bond, or deposit cash in an equivalent amount to secure the payment of wages, fringe benefits, and other assessments provided for in this Agreement and in the applicable Trust Agreements. Said bond or cash deposit shall be in the amount of twenty thousand dollars (\$20,000.00) for any Individual Employer employing an average of ten (10) or fewer employees during the past calendar year; in the amount of forty thousand dollars (\$40,000.00) for any Individual Employer employing an average of eleven (11) to twenty (20) employees during the past calendar year; and an additional two thousand dollars (\$2,000.00) for each employee over an average of twenty (20) employees employed during the past calendar year.

**Section 2.** The bond shall be underwritten by a California bonding company, rated as “A-” or better by A.M. Best. The bonding company and the form of the bond shall be approved by the Union and the Association.

**Section 3.** Upon request, the Individual Employer shall provide the Union with a copy of its bond.

**Section 4.** In lieu of a bond, the Individual Employer may deposit cash with Allied Administrators, Inc. in the amounts set forth in Section 1 of this Article. The cash bond may be accumulated by an initial deposit in the amount of one thousand dollars (\$1,000.00) if the Individual Employer employed an average of five or fewer employees during the past calendar year or in the amount of two thousand dollars (\$2,000.00) if the Individual Employer employed an average of six (6) to ten (10) employees during the past calendar year, plus an additional one hundred fifty dollars (\$150.00) for each employee over an average of ten (10) employees employed during the past calendar year, and the monthly payment thereafter of two dollars (\$2.00) for each hour worked by each employee covered by this Agreement until the amount required under Section 1 of this Article has been accumulated.

**Section 5.** The Union may withdraw employees from, or refuse to dispatch employees to, any Individual Employer who is not fully in compliance with the bonding requirements set forth in this Article. Such withdrawal or refusal to dispatch shall not be a violation of this Agreement.

**Section 6.** The Union and the Trust Funds, individually and collectively, specifically agree to save harmless and defend the Association and its individual members against any claim or charge of damage or loss which might result, directly or indirectly, from the application of this bonding requirement.

## **ARTICLE XXVIII SAFETY AND HEALTH**

**Section 1.** Every Individual Employer employing Journeyman and/or Apprentice Plasterers, Fireproofers and Shophands shall provide safe and healthful working conditions for its employees by complying with all federal, state and local laws and regulations pertaining to the construction industry.

**Section 2.** Whenever a job is closed down due to unsafe working conditions because of violations by the Individual Employer of any such laws and regulations, said Individual Employer shall be responsible for paying wages of employees lost due to close down of job, up to a maximum of two (2) days' pay.

## **ARTICLE XXIX JURISDICTIONAL DISPUTES**

**Section 1.** This Agreement covers the rates of pay, hours and working conditions of all employees engaged in all work included in the trade jurisdiction of the O. P. & C. M. I. A., as defined in the current International Constitution of the O. P. & C. M. I. A. in effect as of the effective date of this Agreement.

**Section 2.** The Individual Employers and the Union agree to be bound by all terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ( hereinafter referred to as the Plan). In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, Arbitrator or national Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer as set forth in the Plan and under this Agreement.

**Section 3.** There shall be no work stoppage because of jurisdictional disputes.

## **ARTICLE XXX GRIEVANCE PROCEDURE**

**Section 1.** It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for the uniform interpretation and application of the provisions of this Agreement, the parties hereto shall establish the Board of Adjustment.

**Section 2.** Whenever an alleged violation of this Agreement, or any dispute concerning the meaning, interpretation or enforcement of this Agreement, exists between the Union and any Individual Employer and/or the Association, the Union, the Association or an Individual Employer may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievant's understanding of the dispute. The other party, not later than five (5) working days after receipt of said grievance, shall serve a statement of its understanding of the dispute on the grievant.

**Section 3.** If the parties cannot resolve the grievance within ten (10) working days after the filing of the grievance, the Board of Adjustment shall be constituted and take jurisdiction.

The Board of Adjustment shall consist of three (3) representatives selected by the Union and three (3) representatives selected by the Association, each of whom shall be a member of the Association and an Individual Employer signatory to this Agreement. The Board of Adjustment shall select a Chairperson and a Secretary from its membership.

**Section 4.** The Board of Adjustment shall determine the time and place of meetings, the rules of procedure and all other details necessary to promote and carry out the business for which it has been appointed. The Board of Adjustment shall hold hearings, as necessary, to review the evidence pertaining to the grievance. The Board of Adjustment shall issue a written decision within five (5) working days after the close of the hearing on the grievance. The decision of the Board of Adjustment shall be final and binding upon all parties.

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

**Section 6.** If the Board of Adjustment cannot, or does not, agree on an Arbitrator within ten (10) working days after it has lost jurisdiction to decide the case, the Chairperson or Secretary of the Board, or the party aggrieved, whether the Union, the Association, or an Individual Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names of experienced labor arbitrators from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

**Section 7.** The Arbitrator's decision shall be final and binding on all parties.

**Section 8.** The cost of any arbitration, including the expense of employing an Arbitrator, employing a court reporter and obtaining a transcript for the arbitration, shall be borne equally by the Individual Employer or the Association, as the case may be, and the Union.

**Section 9.** Under no circumstances shall the Board of Adjustment hear a grievance unless said grievance was filed within thirty (30) working days of the date that the aggrieved party (Union, Individual Employer or Association) first knew or, in the exercise of reasonable diligence, should have known, of the facts giving rise to the grievance.

**Section 10.** After the Board of Adjustment or the Arbitrator, as the case may be, issues a decision, said decision shall be immediately placed into effect and work thereafter shall continue in accordance with this Agreement and the provisions of said decision.

**ARTICLE XXXI  
PROJECT AGREEMENTS**

**Section 1.** The Union reserves the right to enter into project agreements with Individual Employers who are signatory to this Agreement, which contain working conditions, including wages, fringes or hours more favorable to the Individual Employer than those provided herein. In that event, except as provided herein, all Individual Employers signatory to this Agreement shall have the right to substitute the more favorable terms and conditions, as those incorporated herein.

**Section 2.** Where a more favorable project agreement is entered into by the Union, which is limited to a single job or job site, the more favorable terms and conditions which may be applied by other Individual Employers signatory to this Agreement shall be limited to the specific job or job site.

**Section 3.** In order to avoid misunderstandings or disputes, the Union agrees to immediately notify the Association of any agreement entered into which contains more favorable terms and conditions than this Agreement, or which contains a modification of this Agreement which has the same effect. Included in such notification shall be the name of the Individual Employer and, as the case may be, the job or job site involved. Any disputes arising in regard to the granting of any project agreements shall be referred to the Board of Adjustment and the procedures pertaining thereto shall govern.

**Section 4.** No Individual Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Individual Employers employing employees under this Agreement at similar work in the same geographical area. This provision shall not apply to work performed under any project agreement or special area agreement.

**ARTICLE XXXII  
LIABILITY OF THE PARTIES**

It is mutually understood and agreed that neither the Employer, an Individual Employer, nor the Union shall be liable for the damages caused by acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective parties, provided that such action or conduct has not been specifically authorized, participated, fomented or condoned by the Employer, the Individual Employer, or the Union, as the case may be. In that event, an authorized representative of the Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline up to and including discharge.

**ARTICLE XXXIII  
GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. In that event, the parties hereto will promptly enter into lawful negotiations concerning the substance thereof.

**ARTICLE XXXIV  
EFFECTIVE DATE AND TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of the 1st day of July 2017, and will remain in full force and effect through the 30th day of June 2021, and shall continue from year to year thereafter, unless either of the parties hereto shall give written notice to the other of a desire to change, amend, modify, supplement, renew, extend or terminate this Agreement at least sixty (60), but not more than ninety (90), days prior to June 30, 2021 or June 30th of any subsequent year.

**Section 2.** It is agreed that in the event that either party should exercise its rights under Section 1 above, the parties will for a period of at least sixty (60) days prior to June 30, 2021 or June 30 of any year thereafter, bargain exclusively with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.


**Section 3.** It is agreed that notice by the Union to the Wall and Ceiling Alliance shall be deemed notice to any and all Individual Employers covered by this Agreement.

In witness whereof, the parties hereto have executed this Agreement.

WALL AND CEILING ALLIANCE

**GOLDEN GATE LODGE OF  
PLASTERERS AND SHOPHANDS  
LOCAL UNION NO. 66, O.P. & C.M.I.A.**

By:   
President of the Wall and  
Ceiling Alliance

By:  Chester Murphy, B anager

Date: 2-1-2013

Date: 01 - 1 - 2013

By:   
Executive Director of the Wall and  
Ceiling Alliance

Date: 2-1-2013

## APPENDIX A

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

Aderholt Specialty Company, Inc  
Allen Specialties, Inc  
Anning Johnson Co.  
Berger Bros., Inc.  
Boyett Construction  
Brady Co. Central California  
California Drywall Co.  
Daley's Drywall & Taping Inc.  
Davidson Plastering, Inc.  
Excel Lathing  
Elite Plastering, Inc.  
Fisher Lath and Plaster Inc.  
Freas Plastering  
Giampolini Contractors  
Harrison Drywall  
Henley & Co.  
Ironwood Commercial Builders,  
Inc. Ironwood Plastering Co.  
J&J Acoustics  
KHS&S Contractors  
Karsyn Construction  
Meiswinkel Company (RFJ, Inc)  
Northbay Drywall & Plastering Co.  
Novi Plastering  
O'Donnell Plastering  
Pacific West Lath & Plaster Patrick  
J. Ruane, Inc  
Performance Contracting Inc.  
Raymond Interior Systems-North  
Service Plastering II  
W.F. Hayward Co.

**MEMORANDUM AGREEMENT**

IT IS AGREED between the undersigned Individual Employer and Golden Gate Lodge of Plasterers and Shophands Local Union No. 66, O.P. & C.M.I.A. (Union), in consideration of services performed and to be performed for the Individual Employer by employees represented by the Union as follows:

1. The Individual Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Plasterers Master Agreement between the Union and the Wall and Ceiling Alliance (Association), effective July 1, 2017 through June 30, 2021 (Plasterers Master Agreement). The Plasterers Master Agreement is incorporated herein by reference. The undersigned Individual Employer hereby expressly acknowledges receiving a copy of the Plasterers Master Agreement.
2. The undersigned Individual Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Plasterers Master Agreement and with all future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Plasterers Master Agreement which may be negotiated between the parties thereto for the term thereof.
3. The undersigned Individual Employer hereby designates the Association as its bargaining agent with the Union, becomes a party to the multi-employer Plasterers Master Agreement, and becomes a member of the multi-employer unit represented by the Association. Execution of this Agreement does not establish membership in the Association.
4. The undersigned Individual Employer does hereby irrevocably designate and appoint the employer trustees for the Trust Funds mentioned in the Plasterers Master Agreement as his, her or its attorneys in fact for the selection, removal and substitution of trustees as provided in the Trust Agreements, as said Trust Agreements may hereafter be amended.
5. The undersigned Individual Employer hereby agrees that should it become a party to a grievance under the Plasterers Master Agreement, the representatives to the Board of Adjustment selected by the Association shall be its representatives on the Board of Adjustment.
6. The undersigned Individual Employer recognizes the Union as the sole and exclusive majority collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Individual Employer performing work on all present and future job sites within the area covered by the Plasterers Master Agreement, on the following basis. The Union has requested that the Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to the Individual Employer evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

Initials:

\_\_\_\_\_  
Individual Employer

\_\_\_\_\_  
Union



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

8. This Memorandum Agreement shall remain in full force and effect for the term of the Plasterers Master Agreement between the Union and the Association for the period from July 1, 2017 through June 30, 2021, and shall continue thereafter from year to year, or for the term of any future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Plasterers Master Agreement which may be negotiated between the parties thereto, whichever is longer, unless either party to this Memorandum Agreement at least sixty (60) , but not more than ninety (90) , days prior to June 30, 2021 or the termination date of any modifications, gives written notice by certified mail to the other of a desire to change or cancel this Memorandum Agreement. The Individual Employer does hereby authorize the Association to represent the Individual Employer in collective bargaining unless notice is given as specified herein. All notices given by the Union to the Association shall constitute sufficient notice by the Union to the undersigned Individual Employer, provided however that a notice to the Association by the Individual Employer shall not constitute sufficient notice of intent not to be bound by any modifications, changes, amendments, supplements, extensions and/or renewals of or to the Plasterers Master Agreement.

GOLDEN GATE LODGE OF PLASTERERS AND SHOPHANDS LOCAL UNION NO. 66, O.P. & C.M.I.A.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

INDIVIDUAL EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

TEL. NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

CONTRACTORS LICENSE NO. \_\_\_\_\_

CONTRACTORS LICENSE CLASSIFICATION(S) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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**SUBSTANCE ABUSE POLICY BETWEEN  
PLASTERERS' AND SHOPHANDS' LOCAL  
UNION NO. 66, O.P.&C.M.I.A AND THE WALL  
AND CEILING ALLIANCE**

This Substance Abuse Policy, the "Policy," has been adopted by the collective bargaining parties – Plasterers' and Shophands' Local Union No. 66, O.P.&C.M.I.A ("Union") and the Wall and Ceiling Alliance ("Association") on behalf of Employers who have authorized said Association to represent them, and other Employers signatory to the Plasterers Master Agreement between the Association and the Union.

**POLICY**

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



## PRIOR NOTICE OF TESTING POLICY

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

## TERMS/DEFINITIONS

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

1. **Illegal Drugs:**

For the purpose of this Policy, the terms "illegal drugs" or "drugs" refer to Cocaine, Opiates, Phencyclidine, Marijuana and the Amphetamine Group.
2. **Prescription Drug:**

A drug lawfully available for retail purchase only with a Doctor's prescription.
3. **Reasonable Cause:**
  - A. Reasonable cause shall exist when a jobsite Management Representative not in the bargaining unit who is trained in detection of drug use, acting in good faith and in a prudent manner, substantiates in writing specific behavioral performance or on-the-spot physical indicators of being under the influence of drugs or alcohol on the job. The indicators shall be recognized and accepted symptoms of intoxication or

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

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

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

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

4. SAMHSA is the Substance Abuse and Mental Health Service Administration of the United States Department of Health and Human Services.
5. MRO is the Medical Review Officer designated by the Employer.

## **IDENTIFICATION AND CONSENT PROCEDURES**

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

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

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

shall be provided with, and asked to sign, a Consent for Pre-Employment Oral Fluid and/or Urine Test for Drugs and/or Alcohol Form (see Form C attached).

B. Employers may use the Avitar ORALscreen or Branam Medica Corporation “Oratect” oral fluid test or an equivalent approved by the bargaining parties for substance abuse screening for pre-hire, time-of-dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers’ specifications. The Employer shall make a photographic copy of the testing device for any non-negative test results. The test administrator and the bargaining unit employee shall initial said photographic copy and the administrator shall retain the initialed copy in a confidential file. Any “non-negative” test result shall be designated as “inconclusive” and shall be confirmed by a urine test at a SAMHSA-certified laboratory in accordance with the “Drug Testing Procedures” of this Policy.

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

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

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

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

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

B. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test is negative, the dispatched worker is entitled to show-up pay

of two (2) hours per day for all days the dispatched worker is kept off the job unless the dispatched worker has been dispatched to another Employer.

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

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

## **DRUG TESTING PROCEDURES**

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

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

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

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

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

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

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

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

4. All positive drug test results shall be confirmed by a Medical Review Officer (“MRO”) designated by the Employer.
5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified of the results in writing. The employee/dispatched worker may request, in writing from the MRO, a report that includes the specific quantities. If requested by the employee/dispatched worker or the Union, (with the written consent of the employee), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
6. All specimens confirmed “positive” shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative or grievance proceedings.
7. All information from an employee’s or dispatched worker’s drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
8.
  - A. Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.
  - B. No laboratory or medical test results will appear in the employee’s Personnel File. Information of this nature will be kept in a separate, confidential file.
  - C. All necessary measures shall be taken to keep the fact and the results of the test confidential.

## **CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY**

1. ***Dispatched workers:*** Dispatched workers who submit an oral fluid sample on the first day of their employment may be terminated by the Employer if their initial positive test results have been confirmed in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may challenge the validity of a positive test result through the grievance procedure of the Plasterers Master Agreement.
2. ***Employees:*** If the results of a urine test administered by the Employer show that the employee was under the influence of drugs or alcohol while on duty, appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:

A. After considering the results of the tests, the Employer may discipline the employee provided that any discipline imposed for the first offense in any twenty-four (24) month period, and any grievance filed in response thereto, shall be held in abeyance pending voluntary participation by the employee, during an unpaid leave of absence, in a substance abuse treatment program mutually agreed upon by the Employer and the Union.

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

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

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

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

## **SUPERVISOR TRAINING**

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

## **EMPLOYEE VOLUNTARY SELF-HELP PROGRAM**

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Requests by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. The Employer shall not disclose



information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

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

## **GRIEVANCE PROCEDURE**

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

## **SAVINGS CLAUSE**

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

## **INDEMNITY CLAUSE**

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

## **TERM OF AGREEMENT**

1. This Policy shall constitute the only agreement in effect between the collective bargaining parties concerning substance abuse, prevention and testing. Notwithstanding the above, if a jobsite owner's requirements are more stringent than those contained in this Policy, then the Union will review an Employer's request to implement the owner's requirements.

2. If, as a condition of securing a job or contract, a jobsite owner requires the implementation of its own bona fide, pre-existing substance abuse policy which is uniformly applied to all workers at the site, upon receipt by the Union of a copy of said policy, the Union shall consider said policy on a job-by-job basis.

3. The collective bargaining parties agree to meet on an annual basis to review this Policy, bring it into compliance with the law, if necessary, and review other considerations which may arise. Changes in this Policy may be made only if mandated by law or agreed upon by the collective bargaining parties.

FORM A

**INCIDENT REPORT FORM**

Name of Employer \_\_\_\_\_

Employee Involved \_\_\_\_\_

Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Employee-s Job Classification \_\_\_\_\_

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

Date Notified \_\_\_\_\_ Time Notified \_\_\_\_\_

Employee-s Initials \_\_\_\_\_

Witness(es) to Incident \_\_\_\_\_

OBSERVATIONS \_\_\_\_\_

\_\_\_\_\_

EMPLOYEE-S EXPLANATION \_\_\_\_\_

\_\_\_\_\_

Action Recommended \_\_\_\_\_

\_\_\_\_\_

Action Taken \_\_\_\_\_

\_\_\_\_\_

Date & Time of Action Taken \_\_\_\_\_

\_\_\_\_\_  
Signature: Employer Representative

\_\_\_\_\_  
Signature: Union Representative (if present)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

FORM B

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

I, \_\_\_\_\_,  
(Name)

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

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

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

**I have read, understand and agree to the above.**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Employee Name: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

FORM C

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

I, \_\_\_\_\_, understand that \_\_\_\_\_  
(Name) (Employer)

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

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

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

**I have read, understand and agree to the above.**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Dispatched Worker \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)