

AGREEMENT

By and Between

This Agreement is provided by:

**The Construction Advancement Program
of Eastern Ohio
and Western Pennsylvania**

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**WALLS AND CEILING CHAPTER
OF
THE BUILDERS ASSOCIATION
OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

and

**OPERATIVE PLASTERERS
AND
CEMENT MASONS'
INTERNATIONAL ASSOCIATION
LOCAL NO. 526 AREA NO. 179**

Effective June 1, 2024

Expires May 31, 2027



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AGREEMENT

This agreement, entered into the first day of June, 2024 is by and between the Wall and Ceiling Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania (hereinafter called “Employer”) and Operative Plasterers and Cement Masons’ International Association Local No. 526 Area No. 179 (hereinafter called “Union”), based upon the understanding that both parties have a common interest in furthering the plastering industry by establishing a work system for a harmonious relationship necessary to improve and further the relationship between the Employer, Union and the public which we serve, terminates March 31, 2027.

By execution of the Agreement, the Employer authorizes the Walls and Ceiling Chapter of Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least sixty (60) days prior to the then current expiration dates of the Agreement.

This agreement shall remain in full force and effect with any modifications or amendments until March 31, 2027 and thereafter from year to year unless either party notifies the other party at least sixty (60) days prior to expiration date in writing of intent to terminate or modify this agreement.

ARTICLE I
WAGES
LoCAL No. 526 AREA No. 179

Effective June 1, 2024 to May 31, 2027, the following schedule of wage and fringe benefits will be in effect for Plasterers in Mahoning, Trumbull and Columbiana Counties in Ohio:

Wage.....	\$29.17
Welfare	\$8.00
Pension	\$3.53
Annuity	\$4.95
Apprenticeship	\$0.20
CAP	\$0.24
Medical Reimbursement	\$3.25
International Training Fund.....	\$0.05
Dues (deduct)	\$1.98
International Working Dues (deduct)	\$0.49
Building Trades Dues (deduct)	\$0.07
United Way (deduct)	\$0.01
Savings (deduct)	\$1.10

Fringe benefit payments must be sent monthly to the Central Administrative Agency, 33 Fitch Boulevard, Austintown, OH 44515.

All fringe benefits are on an hours worked basis.

When there are two (2) men on the job, one shall act as a foreman at one dollar and fifty cents (\$1.50) per hour over base scale.

When ten (10) men are employed, one shall act as a foreman, receive foreman's wages, but shall not use the tools in any way that in so doing he will be substituting the place of another man either part or full time.

Swing scaffold shall be seventy-five cents (\$0.75) per hour premium pay and not less than two (2) persons on the scaffold.

Plaster Gun shall be fifty cents (\$0.50) per hour premium pay (brown mortar only).

Effective June 1, 2024 to May 31, 2027, the following Light Commercial EIFS schedule of wage and benefits are effective. Light Commercial EIFS work is defined as EIFS work on retail establishments such as strip malls, restaurants, pharmacies, truck stops, gas stations, and EIFS work of professional buildings such as physician's offices, hospitals, nursing homes, and EIFS work on churches:

Wage	\$26.72
Welfare.....	\$8.000
Pension.....	\$3.53
Annuity.....	\$4.95
Apprenticeship.....	\$0.20
CAP.....	\$0.24
Medical Reimbursement.....	\$3.25
International Training Fund.....	\$0.05

Dues (deduct)	1.88
International Working Dues (deduct)	\$0.47
Building Trades Dues (deduct)	\$0.07
United Way (deduct)	\$0.01
Savings (deduct)	\$1.10

Residential shall have the same annual increase applied to the total package. Residential work shall be defined as single family dwellings and work on up to an eight (8) plex. All residential patchwork, including travel time to the next job, will be paid at the residential rate.

Effective June 1, 2024 to May 31, 2027, the following schedule of wage and fringe benefits will be in effect for Residential work and Imitation Stone and Brick Work:

Wage	\$20.42
Welfare	\$8.00
Pension.....	\$3.53
Annuity	\$4.95
CAP.....	\$0.24
Apprenticeship	\$0.05
International Training Fund	\$0.05
Medical Reimbursement.....	\$3.25
Dues (deduct)	\$1.63
International Working Dues (deduct)	\$0.41
Building Trades Dues (deduct)	\$0.06
United Way (deduct)	\$0.01

Residential work is not **mandatory**. Employers shall not discriminate against any Employee in any manner because the Employee refuses to work at the Residential Rate.

ARTICLE II **APPRENTICESHIP**

section 1. No apprentice shall act as a foreman or superintendent on any job.

section 2. Apprentice rates shall be as follows:

1st Year

1st 1350 hours- 65%

2nd Year

2nd 1350 Hours 70%

3rd Year

3rd 1350 Hours 80%

4th Year

4th 1350 Hours 90%

section 3. All apprentices shall be indentured to the Joint Apprenticeship Committee.

section 4. On jobs where there are more than four (4) journeymen, there shall be one apprentice, if available.

ARTICLE III **WORK RULES**

section 1. All contractors and journeyman must do their work in accordance with state laws and city ordinances. When contractors or journeyman work outside of the city of Youngstown or Warren and within the jurisdiction of this local, their work must be done according to the rules of the local for this district. Any contractor or journeyman found guilty of violating the state laws governing plastering of the city ordinances covering same shall be brought before the joint board.

section 2.

- (a) No contractor, journeyman or apprentice shall be permitted to work in any building from November 1st to April 1st unless proper heat is available and the building is enclosed.
- (b) Where permanent heat cannot be readily installed, a special written permission may be granted by the joint board if temporary heat has been inspected and passed. No contractor or journeyman shall work until a permit has been acquired. Temporary heat shall be defined as an oil furnace piped to a flue, a coal furnace piped to a flue or electric heat if deemed sufficient by the joint board. Under no conditions shall so called jet or torpedo heaters be considered sufficient temporary or permanent heat.

s ection 3. All employees shall at all times while in the employ of the employer be bound by the safety rules and regulations as established by the employer in accordance with the Construction Safety Act and Occupational Safety and Health Act (OSHA). These rules are to be published at conspicuous locations on all projects.

section 4. Business Agent of Local No. 526 Area No. 179 Operative Plasterers & Cement Masons International Association or his agent shall have the right to visit all jobs where employees covered by the agreement are employed and are instructed not to interrupt work progress during such visits unless violations of this agreement have been committed.

section 5. No journeyman shall be discriminated against by the employer because of his/her race, creed or nationality.

ARTICLE IV **TRAVEL CONDITIONS**

If men are required to stay out of town overnight, the employer recognizes the responsibility to pay expenses that will be mutually agreed upon in writing.

Any employer sending employees into another jurisdiction where the scale of wages are lower, said employees receive the scale of wages prevailing in Local No. 526 Area No. 179; if the scale is higher, they shall receive the higher scale.

ARTICLE V **SHIFT WORK**

Shift work will be permitted only by mutual consent and understanding of both parties to this agreement. Shift work shall be compensated on the basis of eight (8) hours pay for seven (7) hours worked.

ARTICLE VI
ARBITRATION of DISPUTES

section 1.

- (a) For the purpose of collective bargaining settlement of disputes, amendments or alterations to the provisions of this Agreement, the Joint Arbitration Board consisting of three (3) members of the Concrete Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania and three (3) members of the Executive Board of Local No. 526 Area No. 179 shall meet within twenty-four (24) hours, when notified by the Secretary of either party to settle such dispute or disagreement. Four (4) members, two (2) from each side, shall constitute a quorum. Grievances or disputes not settled as provided in Section B. shall be submitted in writing within thirty (30) calendar days following the event giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the event.
- (b) If unable to agree within twenty-four (24) hours, (exclusive of Saturdays, Sundays and Holidays), the dispute shall be submitted to an Arbitration Panel within forty-eight (48) hours (exclusive of Saturdays, Sundays, and Holidays); after written request to do so, the party making such request may name such representative for the other party. If the two members cannot agree on the impartial third member within twenty-four (24) hours, (exclusive of Saturdays, Sundays and Holidays), after written request by either party for such designation, the

Federal Mediation and Conciliation Service 215 Euclid Avenue, Cleveland, Ohio 44114, shall be requested to submit a panel for the selection of the third member.

Decisions of this Board shall be final and binding on all parties hereto.

- (c) All work shall continue until a decision is reached by the Arbitration Board or Arbitration Panel.

section 2. When a contractor signs this agreement either as an individual contractor or as a member of an association of contractors, he shall be required to show proof of carrying industrial compensation, welfare, social security and unemployment compensation and a copy shall be filed with the secretary or business agent of Local No. 526 Area No. 179.

section 3. Any contractor charges with violating any part of this agreement can appeal in writing to the joint board of the Walls and Ceiling Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania and Local No. 526 Area No. 179 within five (5) days.

section 4. In the event that a plastering shop through its actions raises a doubt as to the ethical practices carried on in it, the joint board shall have the power to summon both the contractor and men of said shop for investigation and the report of this investigation shall be reported back to the Walls and Ceiling Chapter by its committee.

section 5. Any member of Local No. 526 Area No. 179 who, in the opinion of the contractor or executive board has left a bad job, said member shall repair said job on his own time until inspection has been passed by the executive board.

The executive board shall inspect the work and determine whether or not the work must be repaired.

section 6. This agreement shall be construed in its most obvious and simple meaning. Should doubt arise as to the intent or meaning of it, the matter shall be referred to the joint board.

ARTICLE VII **HEALTH AND WELFARE FUND**

section 1. Beginning on June 1, 2017, the Health and Welfare Plan shall be in effect and shall automatically continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to May 31, 2027 of the desire to change.

section 2. The employer shall pay to the trustees of the Ohio Conference of Plasterers and Cement Masons Welfare Fund, designated under the agreement and Declaration of Trust dated May 1, 1964, as amended, the terms and provisions of which agreement and Declaration of Trust are herein specifically incorporated by reference, a sum of seven dollars (\$8.00) an hour for each hour and every hour worked for all employees on the employers payroll, performing work in the area covered by this agreement.

section 3. This sum to be administered and expended by the trustees in accordance with the purpose and provisions of the agreement and Declaration of Trust, as amended, in order to provide health and welfare benefits to every eligible dependent and every eligible employee who works with tools and eligible supervisory personnel.

section 4.

- (a) Monthly reporting forms shall be supplied to the employer by the welfare office. Forms shall be completed in accordance with instructions from the welfare office. The completed original and one copy of the reporting form shall be mailed to the welfare office with payment. The welfare office shall mail one copy of the report form, bearing date of receipt, to the business representative of each craft involved.
- (b) The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the welfare office on or before the fifteenth (15th) day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be considered delinquent and shall be penalized in the amount of 10% until the penalty and delinquent payment is made. The agreement to the penalty does not deprive the union of other resources to enforce the terms of the welfare portion of this agreement, including its right to strike.

section 5. The participating unions shall furnish to the Welfare Office a quarterly report, as required by the trustees, listing all eligible persons for the purpose of determining if contribution payments have been made in their behalf.

section 6. Non-compliance with the conditions herein listed will subject the individual contractor to cancellation of his labor agreement by the respective union. Non-compliance

with these conditions by the individual union will subject the individual union to cancellation of its welfare agreement.

section 7. All welfare payments for each calendar month and copies of the reports are to be in the hand of the business agent no later than the fifteenth (15th) of the following month. If the contractor is delinquent, it is agreed that the union shall be obligated to service the employer with plasterers and apprentices (Delinquency being thirty (30) days in arrears.)

section 8. When contractors become delinquent, they shall appear before the executive board of Local No. 526 Area No. 179 Operative Plasterers & Cement Masons International Association.

ARTICLE VIII **UNION RECOGNITION CLAUS**

section 1. The Union having demonstrated to the Employers satisfaction that a majority of the bargaining unit employees covered by this Collective Bargaining Agreement have designated the Union to serve as their collective bargaining representative and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per section 9 (A) of the National Labor Relations Act, amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this Collective Bargaining Agreement.

section 2. Any contractor signing this agreement and found in violation of any article or section of this agreement shall disqualify himself as a recognized Wall and Ceiling contractor and shall be subject to the decisions and requirements of the joint board.

section 3. Any violations of this agreement pertaining to a contractor or journeyman reported by the Walls and Ceilings Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania to Local No. 526 Area No. 179, a written disposition of the case shall be sent to the Secretary of the Walls and Ceiling Chapter.

ARTICLE IX **WORK FORCE**

In the interest of providing an opportunity of employment for all qualified journeymen plasterers while, at the same time, securing a fair distribution of employment for those journeymen who reside within the areas covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, 50% of the plasterers employed by the Contractor, plus the odd man, if any, shall be furnished by Local No. 526 Area No. 179. Residents of the area covered by the Agreement for the six months preceding employment shall have first preference. The remaining 50% of the work force may be residents of the area or non-residents, at the discretion of the Contractor.

ARTICLE X **AGREEMENT VALIDITY**

It is understood and agreed that if any part of this agreement or by-laws entered into and between the above mentioned parties, is found to be in violation of Local, State,

Federal or City law shall be considered null and void without affecting any other parts therein contained.

ARTICLE XI **UNION SECURITY**

All employees who are members of the Union on the effective date of this agreement shall be required to remain members of the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members of the union as a condition of employment from and after the eighth (8th) day following the dated of their employment, or the effective date of this agreement, whichever is later.

ARTICLE XII **PAY DAY**

section 1. Journeyman shall be paid on or before four o'clock (4:00) p.m. on Friday. If checks are not delivered on pay day, a penalty of two (2) hours pay for each day up to two (2) days and straight time for each thereafter, excluding weekends, shall apply. This penalty can be waived if a reasonable cause can be shown. The Joint Arbitration Board shall decide.

section 2. Any contractor issuing checks in payment of wages without sufficient funds will be required to pay waiting time at the straight rate. The Arbitration Board shall determine the penalty or if insufficient cause is shown, the penalty may be waived. If the Joint Arbitration Board deems it necessary, such contractor shall be required to pay cash or certified check.

section 3. Every journeyman discharged before pay day shall be paid in full at time of discharge at four o'clock (4:00) p.m. At such time, he may gather his tools together.

section 4. When an employee reports to a job site following orders from his employer or the Union Business Agent acting in accordance with a request from an employer, and he is not put to work, he shall be paid two (2) hours wages. If he is put to work but works less than four (4) hours, he shall be paid four (4) hours wages. If he is put to work and works more than four (4) hours, but less than six (6) hours, he shall be paid six (6) hours wages. If working over six (6) hours but less than eight (8) hours, he shall be paid for eight (8) hours, weather permitting.

ARTICLE XIII **CONTRACTOR REQUIREMENTS**

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the plastering industry. Therefore, an employer who contracts for plasterers work is a person, firm or corporation that:

1. Employs at least one journeyman plasterer when plastering work is being performed.
2. Has a properly listed business telephone.
3. Will maintain a suitable financial status to meet payroll and materials requirements.
4. Maintains proper books of accounts and records incident to the conduct of the business.
5. Complies with all State and Federal laws and statutes, pertaining to Workmen's Compensation,

Unemployment Compensation, Withholding Tax, Social Security Acts and all other such laws, state and federal, relative to the proper conduct of a business organization.

section 2. When a contractor signs this agreement either as an individual or as a member of an association of contractors, he shall be required to show proof of carrying industrial compensation, welfare, social security, and unemployment compensation and a copy of same shall be filed with the secretary or business agent of Local No. 526 Area No. 179.

The following bond schedule is now in effect:

1-5	employees on jobs of three days or less	\$3,000
1-5	employees on jobs over three days.....	\$12,000
5-10	employees	\$15,000
10-20	employees	\$20,000
+20	employees	\$25,000

In the event an employer posts a cash bond and ceases to employ members of Local No. 526 Area No. 179, within the jurisdiction of this agreement and following the final payment of all fringe benefits, the employer shall have the full amount of the cash bond returned.

In the event of a violation of this section by the employer, the Union shall be authorized to withdraw its members from said employer until such time as such employer complies with the requirements of this section. It is understood that the Trust Agreement establishing the various fringes included in the agreement permit, when deemed necessary by the Trustees of such Trusts, the audit of payroll records.

All contractors should work with the business agent and inform him of any jobs they have and might be bidding on as soon as possible.

ARTICLE XIV **HOLIDAYS/OVERTIME/WORK DAY**

section 1. Legal holidays are New Year's Day, Declaration Day, Fourth of July, Thanksgiving Day, Christmas Day and Labor Day. Holidays that fall on Sunday will be observed on the following Monday. Under no circumstances will there be work done on these days, unless by mutual consent of both parties to this agreement.

section 2.

- (a) Eight (8) hours continuous work between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a regular work day with one half (1/2) hour for lunch to be taken between the hours of 10:30 a.m. and 12:00 p.m. A ten minute coffee break can be taken in the morning. The foreman will determine the time for break and lunch. Five days shall constitute one work week, Monday through Friday.
- (b) All work performed other than during the regularly scheduled work day shall be paid at one and one half (1 ½) times regular straight time rate of pay through the regular working hours on Saturday. All work performed on Sundays, holidays and after regular working hours on Saturday shall be paid at double the regular straight time rate. No work shall be performed between the hours of 5:30 a.m. and 6:00 a.m. and between the hours of

4:30 p.m. and 5:00 p.m. unless agreed to by both parties of this agreement. With work which can be completed in two (2) hours or less, the men may work straight through to finish the work, provided consent has been granted. This shall only pertain to individual jobs. Any man working on Saturday or Sunday must have written permission from the chairman of the executive board.

- (c) It is agreed that on any project when a full day's work is lost by a crew during the regular work week, Monday through Friday, due to inclement weather, this time may be made up on Saturday at the regular rate of wages. The Business Agent of Local No. 526 Area No. 179 must be notified prior to the use of a make-up day at straight time. Saturday make-up days are voluntary and the employer shall not discriminate against any employee, in any manner because the employee refuses to work a Saturday make-up day. Preference for a make-up day shall be given to employees affected by the cancellation. In the event an affected employee elects not to work a make-up day, the contractor will consult with the Local No. 526 Area No. 179 Business Agent to find a replacement.

section 3. Journeymen are to be paid for time changing jobs during working hours.

ARTICLE XV **TOOLS**

section 1.

- (a) Employers shall furnish all straightening tools and brushes for chemical or acid applications and they shall be such as can be used to do the work in a practical manner. Journeyman shall see that tools furnished by the employers are kept in good condition at all times.
- (b) Any work requiring goggles, respirators, gloves, hard hats or any other equipment for the general safety of the worker shall be furnished by the contractor.

ARTICLE XVI **STEWARDS**

The Steward on all jobs shall be appointed by the Union, from the employees on the job, and none shall be eligible for such an appointment unless he has been a member of Local No. 526 Area No. 179 for at least one (1) year.

All contractors employing plasterers operating in this jurisdiction shall be required to keep one local person as Steward on the job at all times **(mandatory)**.

Members working alone are declared Stewards. No Steward is to be discharged for the performance of his duties of enforcing Union by-laws and safety code, and shall be last man laid off except for just cause. The Business Agent shall be notified when a Steward is to be laid off or discharged.

The Steward shall take charge of any member being injured on the job and see that the member is properly taken

care of. The Steward shall get all data as to how the accident occurred and file a detailed report with the Union at its next meeting.

Without any loss in pay, the Steward will be permitted one hour each Friday for the purpose of reporting to the Local Union office, provided the Steward's absence does not jeopardize the work on the job where he is employed. The Steward will also be allowed to check the timekeeper's record of hours.

ARTICLE XVII **PROVISIONAL CLAUSE**

The increased costs of welfare, dues check offs, savings program, pension, annuity, international training fund, medical reimbursement plan, and apprenticeship shall come out of the negotiated wage increase. If any of these programs dissolved during the term of this agreement, the money shall revert to the employee's paycheck.

ARTICLE XVIII **WORKING CONDITIONS**

section 1.

- (a) Journeyman or apprentices will not load or unload scaffold or equipment before or after regular working hours. There shall be one (1) plasterer per scaffold building crew when plasterers will be working on the scaffolding.
- (b) No journeyman or apprentice shall drive a company truck before or after regular working hours without the permission from the joint board.

section 2. Under no circumstances will the use of stilts be permitted.

section 3.

- (a) When whitecoating, no more than 3 average hods of putty may be gauged up by two (2) men at one (1) gauging and not less than twenty five (25) percent of plaster shall be used in each gauging. The practice of putting another hod of putty with any balance of one (1) gauging without adding the necessary amount of plaster is forbidden.
- (b) If a disagreement arises over the whitecoat crew not having ample time to finish the work in a workman-like fashion, such disagreement, if unable to be resolved between the steward and the foreman, shall be referred to the business representative and the employer for final resolution.

section 4. All finish known as brush shall be laid in two (2) coats and troweled before brushing.

section 5. No finish material shall be gauged before eight (8:00) a.m. or between twelve (12:00) noon and twelve thirty (12:30) p.m. unless the lunch hour is changed. No finish material to be gauged during the lunch period.

section 6. Mortar board shall not be larger than four (4) foot square.

section 7. All portland cement or magnesite stucco jobs, whether finished in pebble, dash, stipple or float finish, must have a flank or second coat in scratch before being dashed, floated or stippled. The first coat must be set before the second coat is applied.

section 8. When working over metal lath, the second or brown coat shall not be applied until the scratch coat is set.

section 9. Employees shall not allow laborers to do any gauging. All gauging must be done with a hawk and trowel by journeyman or apprentices.

section 10. Application of bonding agent shall be the work of the plasterer.

section 11. It will be the duty of every foreman and steward to see that the proper drinking water and drinking utensils are provided on each job. Where unsanitary conditions prevail on any job, the steward shall cooperate with other tradesman to have conditions improved.

section 12. No member shall work for any contractor who is not signatory to our agreement. Violations are subject to a fine, as determined by Local No. 526 Area No. 179.

section 13. No member of Local No. 526 Area No. 179, while he remains a member of such Local, shall himself become a contractor for the performance of plasterer work. A violation of this Agreement will be deemed to have occurred if a signatory contractor submits a bid for work and that same work is then performed by a Local No. 526 Area No. 179 member not signed to the collective bargaining agreement. This clause will not apply to members who perform work for immediate family members. The first and second violation of this clause by the same individual shall be handled in accordance with the provisions of the Constitution of the O.P.C.M.I.A. and in accordance with the provisions of the by-laws of Local Union No. 526 Area No. 179, provided notification of the outcome of those proceedings is provided, in writing, to the Concrete Contractors Chapter of the Builders Association of Eastern

Ohio and Western Pennsylvania. The third and any future violations of this clause by the same individual will be subject to the grievance procedure.

section 14. No member of Local No. 526 Area No. 179 shall work for any contractor who is indebted to any member of Local No. 526 Area No. 179 for back wages or welfare payments, dues deductions or savings benefits.

section 15. Tuf-Con, hard coat, bonding agent, ironite, and all similar products will be done by qualified plasterers at the regular hourly rate.

section 16. All cork insulation and marble-crete shall be applied in compliance with architectural manufacturer's specifications and will be done by qualified plasterers. The plasterers shall have jurisdiction over all classifications, including foremen, who perform the following limitation:

section 17. All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of the same, corner beads when stuck, mechanically fastened or attached by any means, must be done by practical plasterers of OPCMIA. This includes the plastering and finishing with hot composition materials in vats, compartments or wherever applies. Also the taping and pointing of all joints, skimcoating (level 5) and other methods, nail holes and bruises on wall board and/or drywall, regardless of the type of materials or tools used. 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 the same shall be the work of the plasterers. All specialty finishes, including but not limited to, custom rock, brick and block veneer, imitation marble, stone, wood

and any other theme shall be the work of the plasterers. In addition, the plasterers claim all screw on material related to EIFS (Ty-Vek, Rap, etc.). The caulking of all EIFS work shall be performed by plasterers.

All acoustical blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the plasterers only. Also the sticking, nailing and screwing of all composition caps and ornaments shall be the work of the plasterer. The preparing, scratching and browning of all ceiling and walls when finished with terrazzo or tile shall be done by the plasterers association, allowing sufficient thickness to allow the applying of terrazzo or tile and the application of any plastic material to the same must be done by members of the OPCMIA who are practical plasterers. 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, encapsulation, and all fire-stopping and fireproofing to include hard, soft and intumescent fireproofing and refracting work, including but not limited to, all steel beams, columns, metal decks, and vessels shall be the work of the plasterers.

section 18. Local Unions shall have the autonomy governing the mixing of all materials but shall not deviate from the manufacturer's standards or the specifications of the American Standards Association.

section 19. All casting must be done by members of the OPCMIA. The applying of any plastic material to soffits, ceilings and perpendicular work and the finishing, rubbing, polishing and cleaning, whether done by work of the plasterer, except a base six (6) inches or less. This does not include such patching and brushing, covered in

Section 4 of this Article. No member of this Association shall be allowed to work to any corner beads that are put on beams, arches or groin ceilings unless same are stuck by the plasterer. This includes window heads and door heads.

section 20. All cement plastering shall be supervised and executed by the plasterer on walls over and above a six (6) inch base.

section 21. 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 22. All casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OPCMIA.

section 23. 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 members of the OPCMIA. All mortar boards must be raised at least eighteen (18) inches above the scaffold.

section 24. Casting shall be permitted as follows:

- (1) Domes that do not exceed two (2) feet in diameter may be cast.
- (2) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
- (3) Moldings clustered with enrichment may be cast.

- (4) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light through, etc. that requires 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.
- (5) Beams, columns and pilasters shall not be cast unless they are totally enriched and have no member paralleling one another.
- (6) 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 Local Union.
- (7) All small spandrels or panels under two (2) feet, small caps and other similar work may be cast.
- (8) All caps not exceeding two (2) feet in diameter may be cast.
- (9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (10) Small pattern ceilings of geometrical design, coffered ceilings when panels do not exceed twenty-four (24) inches at the ceiling or minor line and fifth-four (54) inches at the bottom or major line may be cast.

section 25. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

section 26. Parking will be provided at the direction and expense of the contractor provided receipts of expenses are provided to the contractor.

section 27. No employee shall allow any person, not a journeyman or duly bound apprentice, to use his tools or work at the trade in any building or job where he is working. Employees are not to allow laborers to do any gauging on board or in the box or to handle their tools in any way detrimental to the trade.

section 28. All mortars shall be applied as per manufacturer's and architect's specification. All permanent moldings shall be run in place. All rises, when in plaster must be run with a mold or formed with strips. All running molds must be made by a journeyman plasterer during the regular working hours. All plaster, paper maché, or staff plain or ornamental, cast or run, must be placed, run and pointed by plasterers and plasterer's apprentices.

section 29. All plasterers will wear white duck pants and white shirts.

section 30. A proper shelter house, properly heated when necessary, and under lock and key to ensure safety of tools and clothing, will be provided if available.

section 31. The plaster gun shall be paid at fifty (\$0.50) cents above the journeyman scale (brown mortar only). The employer further agrees that two (2) plasterers will be assigned to each gun. On plasterer shall not operate the gun more than four (4) hours or fifty percent (50%) of the time. He shall assign other tasks in conjunction with gun work such as trimming, adjusting the hose, etc., as the foreman sees fit.

s ection 32. At the employer's option, when plaster materials are being used for the finishing of drywall, he may assign such finishing to plasterers.

ARTICLE XIX
MORE FAVORABLE TERMS

If, during the life of this agreement, the Union grants any more favorable terms or conditions than contained in this Agreement to any construction employer, the more favorable terms automatically become part of this agreement and the Union shall promptly notify the Association in writing of any such concession.

ARTICLE XX
SUB CONTRACTOR CLAUSE

The employer agrees that any portion of the work covered by this agreement shall be done either by his own forces or by subcontractors who have signed this agreement.

ARTICLE XXI
CONSTRUCTION ADVANCEMENT PROGRAM

Section 1. The Employer and the Union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the Program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development,

personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

section 2. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the Trustees thereof, and which is included herein by reference and made a part of hereof. Each Employer covered by this agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2014 said amount shall be fourteen (\$0.24) cents per hour for each hour worked by each employee on all Traditional Plastering work, twenty four (\$0.24) cents per hour for each hour worked by each employee on EIFS work and twenty four (\$0.24) per hour for each hour worked by each employee on all Residential and Imitation Stone and Brick work.

If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased up to a maximum of four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the Employer.

section 3. The consideration for this agreement is as follows:

- a. Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities;
- b. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pension Funds Annuity and Vacation Funds;
- c. Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Funds.

s ection 4. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program office on or before the 15th day of the following month. Payments postmarked or delivered by messenger after the fifteenth (15th) day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves and costs of collection arising from late payment.

ARTICLE XXII
CENTRAL ADMINISTRATIVE AGENCY

All other terms and conditions of this Agreement notwithstanding, it is agreed by the parties hereto that in order to simplify collection, administration and disbursement of the various employer payments and deductions required by this agreement, that all such payments and deductions shall be forwarded monthly to the:

Central Administrative Agency
3660 Stutze Drive

Younstown Ohio 44406

The complete accounting of all the hourly rate payments and deductions shall be executed on the monthly report forms furnished and/or authorized by the Central Administrative Agency.

Hourly rate payments and deductions to be accounted

- (1) Health and Welfare
- (2) Pension - Local No. 179
- (3) Annuity
- (4) Medical Reimbursement
- (5) Construction Advancement Program (CAP)
- (6) Union Dues
- (7) Building Trades Contribution
- (8) United Way
- (9) Apprenticeship
- (10) International Working Dues

ARTICLE XXIII
UNITED WAY

In consideration of the mutual undertakings contained in this agreement, with particular reference to the improvement in economic benefits negotiated between the parties, it is agreed that the employees shall contribute to the United Way Fund the sum of one (\$0.01) cent per hour for each hour worked for each employee covered by this agreement.

Subject to the reporting and other requirements of Article XXXI hereof, each employer shall periodically pay the sum of one (\$0.01) cent per hour worked, including employee's contributions to the Central Administrative Agency, 33 Fitch Boulevard, Austintown, Ohio 44515, for allocation and payment to the appropriate United Way Fund.

ARTICLE XXIV
BUILDING TRADE
CONTRIBUTIONS

Effective June 1, 2024, the Employer agrees to deduct from each employee's wages and to transmit to the Building Trades Council the sum of seven (\$0.07) cents for Local No. 526 Area No. 179 per hour for each hour worked by the employee during the period. Such deduction is to be made pursuant to written authorization of the individual employee.

The Employer assumes no further obligation with respect to such Building Trades Council Contribution. The Union agrees to indemnify the Employer and hold it harmless from any and all suits, claims, demands and liabilities that may arise out of or by reason of deductions and payments made pursuant to this article.

ARTICLE XXV
PENSION FUND Local No.

179

This Agreement and Declaration of Trust is made and entered into on this 20th day of May, 1976 by The Operative Plasterers and Cement Masons' International Union Local No. 179, hereinafter referred to as the Union, and the Concrete Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania, hereinafter referred to as the Association.

This Fund shall be jointly administered by a Board of Trustees consisting of four (4) trustees, two (2) of whom shall be designated by the Union, and two (2) of whom shall be designated by the Employer Association. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust dated May 20, 1976, and all amendments and addenda to date hereof. Said Agreement, as amended to date, is herein incorporated by reference and expressly made a part of this contract.

The Employer agrees to contribute three dollars and fifty three cents (\$3.53) per hour for each hour worked to each employee on all Traditional Plastering work, three dollars and fifty three cents (\$3.53) per hour for each hour worked to each employee on all EIFS work and three dollars and fifty three cents (\$3.53) per hour for each hour worked to each employee on all Residential and Imitation Stone and Brick work.

Reports on employees, and payments to this Fund, shall be transmitted to the office of the Fund by the 15th day of each month for the calendar month immediately preceding

the reporting date. Any payments not made by the end of the month when due shall automatically incur a liquidated damage assessment against said Employer of 10% of the amount shown to be due for said period, and may also subject the Employer to other additional requirements as provided in said Trust Agreement. Payments not made when due will affect the eligibility for benefits of employees of the delinquent Employer, and may subject the Employer to legal liability for claims of Employees denied because of such delinquency.

Failure to comply with the provisions of this Article and the Trust Agreement by the Employer shall be deemed to be a breach of contract on the part of the Employer, and the Union may withhold its services from the Employer as long as the breach continues. However, the Union agrees to notify the Employer in writing of this delinquency prior to the Union's withholding its services from the Employer.

The monthly contribution period and report by the employer shall end with and include the last full weekly pay period of each month. Payments and reports for each monthly contribution period shall be mailed or delivered by the 15th of the following month. Payments postmarked or delivered by messenger after the 15th of the month shall be subject to an additional charge of ten percent (10%) per month until paid. This will be enforced.

The Union shall indemnify and save harmless each employer against any claims on account of actions taken by each employer in reliance upon information or forms furnished by the union.

ARTICLEXXVI **ANNUITY PLAN**

The parties to this agreement agree to the union's participation in the Three Rivers Annuity Fund. Employers shall contribute four dollars and ninety five cents (\$4.95) per hour for each hour worked to each employee on all Traditional Plastering work, four dollars and ninety five cents (\$4.95) per hour for each hour worked to each employee on all EIFS work and four dollars and ninety five cents(\$4.95) per hour for each hour worked to each employee on all Residential and Imitation Stone and Brick work.

Reports on employees, and payments to this Fund, shall be transmitted to the office of the Fund by the 15th day of each month for the calendar month immediately preceding the reporting date. Any payments not made by the end of the month when due shall automatically incur a liquidated damage assessment against said Employer of 10% of the amount shown to be due for said period, and may also subject the Employer to other additional requirements as provided in said Trust Agreement. Payments not made when due will affect the eligibility for benefits of employees of the delinquent Employer, and may subject the Employer to legal liability for claims of Employees denied because of such delinquency.

Failure to comply with the provisions of this Article and the Trust Agreement by the Employer shall be deemed to be a breach of contract on the part of the Employer, and the Union may withhold its services from the Employer as long as the breach continues. However, the Union agrees to notify the Employer in writing of this delinquency prior to the Union's withholding its services from the Employer.

The monthly contribution period and report by the employer shall end with and include the last full weekly pay period of each month. Payments and reports for each monthly contribution period shall be mailed or delivered by the 15th of the following month. Payments postmarked or delivered by messenger after the 15th of the month shall be subject to an additional charge of ten percent (10%) per month until paid. This will be enforced.

The Union shall indemnify and save harmless each employer against any claims on account of actions taken by each employer in reliance upon information or forms furnished by the union.

ARTICLE XXVII **SAVINGS PLAN**

The parties agree to the establishment of a Savings Fund for Local Union No. 179 Plasterers journeyman and apprentices. The employer agrees to deduct one dollar and ten cents (\$1.10) per hour from each journeyman or apprentice's hourly rate for each hour paid on Traditional Plastering and EIFS work.

Contributions shall be sent to the Central Administrative Agency. Contributions shall be mailed or delivered by the fifteenth (15th) of the following month.

ARTICLE XXVIII **DRUG & ALCOHOL ABUSE PROGRAM**

I. POLICY STATEMENT

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs for the Concrete Industry, and the

signatory union has a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, alcohol-free, safe, health work environment for all of its employees.

II. DEFINITIONS

- a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. **Prohibited Items & substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- c. **Employee** - Individuals, who perform work for concrete contractors including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- e. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.

- f. **Reasonable Cause** - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. CONFIDENTIALITY

- a. All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance program in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon recovery. The company will also take action to assure that your illness is handled in a confidential manner.
- b. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

- e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

- 1. **Rules** - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive prohibited substances on or at the job site; or
 - b. Report to work with any measurable amount of prohibited substances in their systems.
- 2. **Discipline** - When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
 - a. Applicants testing positive for drug use will not be hired.
 - b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
 - c. Employees who refuse to cooperate with testing procedures will be terminated.

- d. Employees found in possession of drugs or drug paraphernalia will be terminated.
 - e. Employees found selling or distributing drugs will be terminated.
 - f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
3. **Prescription Drugs** - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate reassignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
4. **Grievance** - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

V. DRUG - ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident, incident or if there is a work- place injury;
- d. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period;
- e. Employees may also be tested on a voluntary basis.
- f. If a customer requires drug testing prior to the start of the job, the employees will be notified and then tested at the employer’s expense. Any employee who declines to be tested will not be employed on the job and waives all rights against the employer and the customer.
- g. If the employer opts he may utilize the Ohio Bureau of Workers’ Compensation Discount Program.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the

test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post-accident investigation only.

The company will bear the costs of all testing procedures.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a substance abuse problem, the company and union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

If the treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in the policy and program.

ARTICLE XXIX **GENDER**

Wherever any words are used in this agreement in the masculine gender, they shall also be construed as though they were in the female gender in all situations where they would so apply.

**FOR THE WALLS AND CEILINGs CHAPTER of
THE BUILDERS ASSOCIATION OF
ESTERN OHIO
AND WESTERN PENNSYLVANIA**

By:
Jeff Oaks
Gary Hartman

**FOR THE BULDERs ASSOCIATION of
EASTERN OHIO AND WESTERN
PENNSYLVANIA**

By:
Kevin Reilly
Executive Vice President

**FOR THE OPERATIVE PLASTERERS
& CEMENT MASONS
INERNATIONAL ASSOCAIATION
LOCAL UNION
No . 526 AREA No . 179**

By:
Cameron Rupert
John Swinglish
Signed: June 1, 2024

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Walls and Ceilings Chapter of Builders Association of Eastern Ohio and Western Pennsylvania and Local Union No. 526 Area No. 179, Operative Plasterers & Cement Masons International Union, regarding Plasterers, which is dated June 1, 2024, hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto and all extensions and amendments.

Name of Employer

Address

Telephone

By: _____
(Authorized Representative)

Printed Name

Local Union No. 526 Area No. 179 o .P. & C.M.I.A. By:

(Authorized Representative)

Printed Name

Title

Date: _____

