

AGREEMENT

Between

OP&CMIA UNION LOCAL NO. 526

of the

**OPERATIVE PLASTERERS'
AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION**

and the

**CONSTRUCTION EMPLOYERS
ASSOCIATION**



Cleveland, Ohio

May 1, 2019 - April 30, 2024

TABLE OF CONTENTS

RECOGNITION	2
UNION SECURITY	2
HIRING	3
OP&CMIA JURISDICTION	3
REPORTING PAY	4
PAY DAY AND PENALTY	5
WORK HOURS AND OVERTIME.....	5
FOREMAN / NOZZLEMAN.....	7
APPRENTICES.....	8
STEWARDS	9
WORK STANDARDS.....	9
DOPING OF MATERIAL RODS AND DARBIES.....	10
COFFEE	11
WORKING CONDITIONS	11
FAVORED NATIONS CLAUSE.....	12
MARKET RETENTION AGREEMENT	12
PICKET LINES.....	13
WORKMEN'S COMPENSATION AND BONDING	13
ENFORCEMENT OF WAGES AND COMPENSATION.....	14
CONTRACTORS HANDLING TOOLS	14
WORK AND JOB ASSIGNMENTS.....	15
HOLIDAYS	15
WAGES	15
SUCCESSORS AND ASSIGNS.....	16
FRINGE BENEFIT FUNDS	16
VIOLATIONS.....	17
LIABILITY	17
GRIEVANCES AND ARBITRATION	18
CISP / SUBSTANCE ABUSE POLICY	19
WORKERS' COMPENSATION / SALARY CONTINUATION	21
PROJECT LABOR AGREEMENTS	21
COMMUNITY BENEFITS AGREEMENTS	22
CONSTITUTIONALITY OF AGREEMENT	22
DURATION OF AGREEMENT	22

AGREEMENT

This agreement is made at Cleveland, Ohio this 1st day of May, 2019 by and between the Operative Plasterers' and Cement Masons International Association Local Union 526, hereinafter referred to as the "Union", and the Construction Employers Association, hereinafter referred to as the "Employer". This Agreement will be enforced from May 1, 2019 until April 30, 2024.

ARTICLE I RECOGNITION

- Section 1.** The Employer recognizes the Union as the sole exclusive collective bargaining representative for all Employees, in the employ of the Employer performing work under **ARTICLE IV (OP&CMIA JURISDICTION)** of this Agreement.
- Section 2.** In the event an Employer who is not a member of the Association does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement more than sixty (60) days prior to the expiration of this Agreement to both the Union and the Association, such Employer shall be deemed to have appointed the Association as its agent for such collective bargaining. During the terms of this Agreement, all Employers agree to be legally bound to any and all modifications to this Agreement executed by the Union and the Association.

ARTICLE II UNION SECURITY

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

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

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

- Section 2.** The provisions of the Agreement shall be binding upon each party hereto individually and collectively and shall cover all operations within the territorial and trade jurisdiction of the union, namely the counties of Cuyahoga, Lorain, Lake, Ashtabula and Geauga.
- Section 3.** Upon receipt of proper written authorization from any employee, the Employer agrees to deduct each month from the pay of each Employee such amounts and deductions as specified in the authorization for union dues, working

assessments, employee contributions to the Promotional Fund, Fringe Benefit Funds, organization or accounts as designated. Such deduction shall be paid by the Employer to the combined funds office within fifteen (15) days following the month in which the deductions were made.

ARTICLE III HIRING

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

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

The Employer shall not be required to hire Employees through the Union or through its Representative, but may employ them directly. All of the Plasterers employed by the Employer shall be from the membership of OP&CMIA Local 526 unless the Union has provided written authorization for an exception to this requirement with a copy to the Association. Employees shall not be transferred from one Employer to another by the Union without the consent of the Employer for whom they are working and Employees shall not be transferred from one Employer to another without the consent of the Union.

ARTICLE IV OP&CMIA JURISDICTION

Section 1. All interior or exteriors plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck must be done by practical plasterers. This includes the plastering and finishing with hot composition material in vats, compartments of where ever applied, also the taping and pointing of all joints, nail holes and bruises on wall board regardless of the type of materials, or tools used, also the setting in place of plaster board, ground blocks, patent dots, cork plates, brown stone, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustics blocks when stuck with any plastic materials regardless of thickness, full grouting of door bucks and door frames shall be the work of the plasterer only.

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

Section 2. Plasterers claim all waterproofing of work included in 4 their jurisdiction, such as Thoroseal, Ironite, Plaster Weld Bonding and any similar products, regardless of the tools used or the method of application or color of materials used, and regardless of the type of base then materials may be applied to.

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

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

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

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

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

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

Section 9. Plasterers claim the insulation board and Styrofoam or similar materials used, and including the sticking, screwing mechanical fastening, ram setting or nailing regardless of the type of base these materials may be applied to. Prefabrication of panels (E.I.F.S.) or any other materials shall be done by plasterers.

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

All replacement plaster or fireproofing materials shall be performed by plasterers and plasterers' apprentices covered by the Plasterers and J.A.T.C. Agreement and between OP&CMIA Local 526 and, Construction Employers Association (C.E.A.) or other Employers signatory to OP&CMIA Local 526 Agreement.

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

All Employees working under the terms and condition of this agreement must attend and satisfactorily complete an OSHA 30 hour training program provided in accordance with the OSHA Outreach Program.

ARTICLE V REPORTING PAY

Section 1. Employees who report to work at the time specified by the Employer and who are

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

ARTICLE VI PAY DAY AND PENALTY

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

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

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

ARTICLE VII WORK HOURS AND OVERTIME

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

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

Section 2. Unless otherwise provided for in this Agreement, the Regular work day shall consist of eight (8) hours between 6:00 a.m. to 6:00 p.m., with one half hour for lunch and fifteen (15) minutes at the conclusion of the shift to clean up tools and change clothes.

Section 3. Unless otherwise provided for in this Agreement, any work done before or after these regular working hours, shall be paid for at the rate of time and one half.

Section 4. FLEX SCHEDULE: Flex Work Week: Employer has the option of establishing a Flex Work Week which shall consist of four consecutive ten hour days beginning with the first Regular Work Day on the First Shift of a Regular Work Week. Once a Flex Work Week has been established the Flex Work Week may only be changed

with the beginning of the next Regular Work Week.

Section 5. OCCUPIED BUILDING SCHEDULE: When for reasons beyond the control of the employer it is impossible to schedule construction activities during the First Shift of a Regular Work Day in a Regular Work Week as provided herein, namely on work in occupied stores, hotels, office buildings, banks, etc. The employer may schedule a First Shift of a Regular Work Week between the hours of 3:00 p.m. and 1:00 a.m. consisting of eight (8) hours, with one half hour for lunch and fifteen (15) minutes at the conclusion of the shift to clean up tools and change clothes, provided however, that the employer first notifies the Business Representative of Local 526, and further provided that no other Trade is working a Regular Work Week as defined herein.

Section 6. OVERTIME:

- A.** Unless otherwise provided for in this Agreement, during the Regular Work Week all work performed in excess of eight hours per day, Monday thru Friday, and all work performed on Saturday shall be paid at time and one half the wage rate. All work performed in excess of ten hours per day, Monday thru Friday, and all work performed on Sundays and Holidays shall be paid at two times the wage rate.
- B.** Unless otherwise provided for in this Agreement, during the Flex Work Week all work performed in excess of ten hours per day, shall be paid at two (2) times the wage rate. Work performed on Sundays and Holidays shall be paid at two times the wage rate.
- C.** It is also agreed that 40 hours will constitute a work week as per federal law and all overtime over 40 hours shall be paid at one and one half times except as otherwise provided for in this agreement and for all work performed on Sundays and National Holidays which shall be at two times the normal rate.

Section 7. MAKE UP DAYS: In the event of lost time due to circumstances beyond the employer's control (excepting the procurement of material), the Employer may, at its option and with prior notice to the Union, offer Make Up Days to its plastering employees in accordance with this Section. When working a "Make Up Day" the employer may compensate the employee at the base wage rate until said employee achieves forty (40) hours for that pay period at which time the employee will be compensated in accordance with the Overtime provisions of this agreement.

This section is not intended to be used by an employee or employer to make up time lost as a result of an employee's tardiness or absence.

If an employee reports to work on a Make Up Day, a minimum of four (4) hours of work is guaranteed.

Employees who inform their Employer that they do not wish to work a make up day will not be penalized. If required, a replacement worker will be sent by the Union to be compensated at the crew's rate.

Section 8. SHIFT WORK:

- A. REGULAR WORK WEEK:** First Shift: = 8 hours worked - 8 hours pay. Second Shift: 8 hours worked - 8 hours pay + .25¢ per hour increase to the taxable wage. Third Shift: 8 hours worked - 8 hours pay + .50¢ per hour increase to the taxable wage. The first shift shall begin between 7:00 a.m. - 8:30 a.m. The second shift shall begin between 3:30 p.m. - 5:00 p.m., and the third shift shall begin 11:00 p.m. - 12:30 a.m. An Employee may work a second and/or third shift without a first shift as long as permission is granted by the Union. Employees may not work more than one (1) shift within a twenty four (24) hour period.
- B. FLEX WORK WEEK:** During the Flex Work Day the first shift shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. and shall consist of ten hours work for ten hours pay one. With permission from the Union the employer may schedule a Second Shift consisting of ten hours work for ten hours pay. Employees working this Second Shift shall receive an additional \$0.50 per hour increase to the taxable wage.
- C. OCCUPIED BUILDING SCHEDULE:** Employers may schedule a Second Shift of Eight (8) hours worked between the hours of 9:00 p.m. and 8:00 a.m.. Employees working this shift shall receive an additional \$0.50 per hour increase in their taxable wage.
- D.** The Employer shall not transfer Employees working under this Agreement to a shift work job after having worked on that or any job in the same calendar day.
- E.** Shift work pay ending period shall correspond to the regular pay ending period. Fringe benefits for shift work shall be paid at the regular rate.
- F.** On remodeling, reconstruction and jobs where the business activities will not permit construction during the normal and/or flex work day, special arrangements may be made with written consent of the Union, to institute a shift.

ARTICLE VIII FOREMAN / NOZZLEMAN

Section 1. When there are five (5) or more employees employed on any job, one of them shall be a foreman who is a plasterer who has successfully completed an apprenticeship recognized by the Bureau of Apprenticeship of the United States Department of Labor, or has had at least five (5) years active participation in the plastering trade.

Section 2. On all jobs where ten (10) or more plasterers are employed there shall be a General Foreman selected by the Employer.

Section 3. Employers who have not worked at the trades of plastering as a plasterer must hire a qualified general foreman who has satisfied the above requirements.

- Section 4.** Contracting Members of the Union who work with their tools shall not be subject to **Section 1.** or **Section 2.** so long as they are on the project.
- Section 5.** In amending this Article, the Union and Employer acknowledge that quality Foreman and General Foreman are of benefit to all parties associated with this Agreement. The Union and Employer acknowledge that the Foreman's primary responsibility is to complete a project in the most productive and cost effective manner possible under the terms of this Agreement. All parties to this agreement recognize the Foreman's responsibility to supervise and hold accountable bargaining unit employees under his/her supervision.
- Section 6.** Nothing in this Article is intended to create a "walking foreman", however, the Employer and the Union agree and acknowledge that the "Foreman" and "General Foreman" must be provided sufficient time to execute the duties of "Forman" and "General Foremen".
- Section 7.** Any bargaining unit employee assigned to spray fireproofing or other like material shall be considered Nozzleman. This designation does not apply to employees not physically holding the nozzle.

**ARTICLE IX
APPRENTICES**

- Section 1.** Each Employer shall employ at least one certified apprentice plasterer, when one is available, who has met the requirements of the Joint Apprenticeship Committee, in every shop after his first journeyman plasterer, thereafter one apprentice for every three journeyman plasterer employed by any signatory contractor.
- Section 2.** By making this agreement the Union and Employer endeavor to produce craftsmen and women competent in all aspects of the craft, from design to punch-list. Recognizing the historical methods and practices used to train apprentice plasterers the Joint Apprenticeship Committee will make every effort to ensure that apprentices are receiving related and supplemental training and gaining job site experience in all aspects of the craft, from design to punch-list. To meet this objective the Joint Apprenticeship Committee shall have the right to place or remove any apprentice.

Section 3. TERM OF APPRENTICESHIP:

- A.** The terms of Apprenticeship for apprentices shall be not less than four (4) years of four thousand (4,000) hours. Apprentices shall be paid a percentage of the prevailing Journeyman wage rate on the following basis:

	Term to Complete	Percentage
<u>First</u>	1,000 hours and 12 months	50%
<u>Second</u>	1,000 hours and 12 months	60%
<u>Third</u>	1,000 hours and 12 months	75%
<u>Fourth</u>	1,000 hours and 12 months	90%

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

This section may be amended at any time by unanimous agreement of the Joint Apprenticeship Committee.

Section 4. APPRENTICE BENEFITS: Employer contributions into the benefit funds shall be paid at the Journeyperson rate.

ARTICLE X STEWARDS

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

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

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

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

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

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

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

ARTICLE XI WORK STANDARDS

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

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

in accordance with manufacturers and architects specifications, and accepted engineering practice.

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

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

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

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

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

Section 8. All fireproofing must be done according to the architects' specifications and plans. All safety equipment must be furnished by the contractor, including gloves, face masks, and safety glasses. All members will be given chest x-rays every three (3) months at the employers' expense.

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

ARTICLE XII DOPING OF MATERIAL RODS AND DARBIES

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

ARTICLE XIII COFFEE

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

ARTICLE XIV WORKING CONDITIONS

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

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

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

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

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

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

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

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

Section 8. If an Employer does not self-perform work covered by this agreement, the Employer may subcontract the work to other Local 526 signatory contractors or to contractors who agree to abide by the terms of the Agreement between Plasterers Local 526 and the Construction Employers Association.

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

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

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

Section 12. Employees shall be paid actual parking expenses incurred, up to six dollars (\$6.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt.

Section 13. Labor and Management jointly acknowledge the need to increase market share and endorse the Operative Plasterers' and Cement Masons' International Association of the United States and Canada's new Code of Conduct which promotes pride in craftsmanship, customer satisfaction and professional conduct and those items delineated within. It is further agreed that the use of "personal electronic devices" are not to be used on the project site, except during official lunch and break periods.

ARTICLE XV FAVORED NATIONS CLAUSE

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

ARTICLE XVI MARKET RETENTION AGREEMENT

Section 1. An Employer making application to utilize the Market Retention clause of this Agreement must be signatory to the "Association Agreement" to be eligible.

Section 2. The purpose of the agreement is to aggressively pursue all aspects of the Building Construction Industry for the prosperity of the employers and union members party to this agreement.

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

Section 4. Requests for consideration to have a project designated as a Market Retention Project shall be submitted in writing to either the Union or the Association. To ensure fair and equitable enforcement of this Section a policy committee consisting of one union and one management representative. Except as provided herein, the Policy Committee shall have the authority to establish rules, procedures and requirements for relief under this Section by unanimous consent of the Committee. They shall also evaluate all requests for project designation and all applications for relief and their unanimous decision shall be final and binding on all parties. An employer requesting relief from the "Market Retention" designation must submit application to the Union or the Association on a form supplied by the Policy Committee. The Policy Committee may execute its duties by any means available including, but not limited to, telephone conference, email communications and facsimile. If the Association and the Business Manager mutually agree to provide relief by assigning a project with the designation of a "Market Retention" project, the Employer may utilize the Residential Rate for that project and that project only. The Committee shall make reasonable steps to ensure that all signatory employers are notified of the designation.

ARTICLE XVII PICKET LINES

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

ARTICLE XVIII WORKMEN'S COMPENSATION AND BONDING

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

Section 2. Prior to supplying manpower, the Union will require verification of compliance with this Article from each Employer covered by this Agreement.

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

Up to 4 Employees: Fifteen Thousand Dollars (\$15,000.00)

5 - 7 Employees: Thirty Thousand Dollars (\$30,000.00)

8 - 11 Employees: Sixty Thousand Dollars (\$60,000.00)

12 or more Employees: One Hundred Twenty Thousand Dollars (\$120,000.00)

If a contractor becomes delinquent in the payment of fringe benefits, the fund administrator shall immediately notify OP&CMIA Local 526 (Union) and the Association. Thereafter, on a weekly basis, the fund administrator shall notify the Union and Association whether the delinquency has been cured, and if not, the amount of the delinquency. The Union shall immediately remove all manpower from the employer once the estimated amount of the delinquency exceeds the amount of the bond posted by the employer. The manpower shall not be furnished again until the payment of the delinquent fringe benefits has been made or until a repayment schedule has been approved by the Collection Agency.

All new Employers will be given 60 days to ensure that their bonds are submitted and in compliance with the agreement, otherwise the Union will not supply men. No bond, no men.

On an annual basis, the Union shall provide to the Construction Employers Association a listing of signatory contractors and their current bond value. The fringe benefit fund trustees shall review employer bond amounts annually. For fluctuating crew sizes bonds must be adjusted within thirty (30) days of receiving notice of an inadequate bond.

ARTICLE XIX ENFORCEMENT OF WAGES AND COMPENSATION

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

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

ARTICLE XX CONTRACTORS HANDLING TOOLS

Section 1. Contractors who use the tools shall, at all times, employ one or more plasterer and

or apprentice employees except when such are not available. Then permission will be granted by the Union for said Employer to use the tools.

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

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

ARTICLE XXI WORK AND JOB ASSIGNMENTS

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

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

ARTICLE XXII HOLIDAYS

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

ARTICLE XXIII WAGES

Section 1. Effective May 1, 2019 Plasterers Journeyman rate will be \$48.86 with breakdown as follows:

Journeyman – 2019

\$48.86 Total Package – Wages and Fringes

\$0.50 Apprentice Fund

\$0.18 Construction Industry Service Program (CISP)

\$5.25 Annuity Fund

\$6.10 Pension Fund

\$7.25 Health & Welfare Fund

\$ 29.58 - Wages

4.25% Working Dues – Total Package (Wages and Fringes)

\$0.44 Promotional Fund

1.00% - International Dues Deduction - Total Package (Wages and Fringes)

0.13% - International Training Fund – Total Package (Wages and Fringes)

Section 2. WAGE INCREASES:

- Effective May 1, 2020 the wage package shall be increased in the amount of \$0.80 per hour. \$0.80 shall be allocated by the Membership of Local Union 526.

- Effective May 1, 2021 the wage package shall be increased in the amount of \$0.80 per hour. \$0.80 shall be allocated by the Membership of Local Union 526.
- Effective May 1, 2022 the wage package shall be increased in the amount of \$0.80 per hour. \$0.80 shall be allocated by the Membership of Local Union 526.
- Effective May 1, 2023 the wage package shall be increased in the amount of \$0.81 per hour. \$0.81 shall be allocated by the Membership of Local Union 526 and \$0.01 shall be allocated to the CISP contribution.

Section 3. Foremen receive one dollar (\$1.00) per hour above Journeyman's rate. General Foreman receive one dollar fifty cents (\$1.50) per hour above Journeyman's rate.

Section 4. Nozzleman shall receive one dollar (\$1.00) per hour above Journeyman's rate.

Section 5. Employees assigned to work in other areas where the prevailing wage rate for comparable is higher shall receive such higher rate, and in no event shall receive less than the regular rates herein provided.

ARTICLE XXIV SUCCESSORS AND ASSIGNS

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

ARTICLE XXV FRINGE BENEFIT FUNDS

Section 1. The Employer also agrees to contribute to the Ohio Conference of Plasterers' and Cement Mason Health and Welfare Fund, Operative Plasterers' a Cement Masons Profit Sharing Annuity Plan, The Local 886/404 Pension Fund, OP&CMIA Local 526 Promotion Fund, J.A.T.C. Apprenticeship Fund, OP&CMIA Local 526 Per Capita Tax Fund, C.I.S.P., the proper amount as determined by the Collective Bargaining Agreement for each hour for which the Employer employs an employee under the terms of this agreement.

Section 2. The Employer also agrees to withhold from the employees' wages Plasterers Local 526 Working Dues, OP&CMIA Working Dues, OP&CMIA Local 526 Promotion Fund, International Training Fund (ITF) and the OP&CMIA Local 526 Per Capita Tax Fund as directed by the Union in accordance with **ARTICLE II**.

Section 3. The Employer, however, shall not be required to pay the fringe benefit contributions provided for by this Agreement in the event the Plasterers Union in the area is not covered by this Agreement, has similar fringe benefits and requires that the Contractor pay such benefits to that Union.

Section 4. The payments made to the funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository when due. In reporting periods in which the Employer did not have any Employees working, the employer shall submit a reporting form marked "No Employees Working".

Section 5. Unless otherwise mandated by federal law, the obligation of the Employer to contribute to the Fringe Benefit Funds will terminate upon the termination of this Agreement.

Section 6. Employers shall contribute to the Construction Industry Service Program the amount specified in **ARTICLE XXIX, Section 1(b)**, for each hour worked by each journeyman, registered apprentice and helper/trainee for the Construction Industry Service Program.

Section 7. As provided by the Trust Agreements, Employers will be subject to a delinquency assessment. Delinquent payments received within thirty (30) days of notice shall include a delinquency assessment in the amount of one and one-half percent (1.5%) of the total delinquent payment amount. Delinquencies not paid within thirty (30) days of notice shall include a delinquency assessment in the amount of ten (10%) percent of the total delinquent payment, and, payment of interest at one and one-half percent (1.5%) per month upon failure to make any contributions for fringe benefits.

Section 8. Employers who elect to pay a bonus, holiday pay, etc. are NOT required to pay fringe benefits to those Employees who receive additional voluntary compensation.

Section 9. The above contribution rate is intended to represent the Employers' total hourly cost for providing all pension benefits during the term of this agreement. If the above plan requires any increased contributions to comply with Pension Protection Act standards, any increases will be applied according to the requirements.

ARTICLE XXVI VIOLATIONS

Section 1. Any Employer who pays Wages, Working Assessments, Health and Welfare, Pension, etc., by check which for any reason cannot be cashed or honored will be required immediately to pay by certified checks or cash until he receives written permission from the Union to resume payment by check.

Section 2. If any Employer fails to file the monthly report to the Union and fails to make payment by the twenty eighth (28th) of each month, such Employer will be required to report and pay weekly.

ARTICLE XXVII LIABILITY

Section 1. Grievance and arbitration provisions of this Agreement do not apply for any dispute regarding the assignment of work as between one union and another claiming the work. The Union and Employer agree to abide by the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry adopted by the Building Trades Department, AFL-CIO (The Plan). In the event of a jurisdictional dispute with any other Union or Unions, the dispute shall be submitted to the Plan Board for settlement in accordance with the Plan. Any decision or award by the Plan Board shall be final and binding, and there shall be no work stoppage or slowdown arising out of such dispute. No jurisdiction work stoppage or picket line shall be recognized.

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

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

ARTICLE XXVIII GRIEVANCES AND ARBITRATION

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

Section 2. For the adjudicating of grievances and disputes arising out of or relating to this Agreement, the following procedure should be followed:

For the purpose of adjusting grievances and disputes arising in the industry and for administering this Agreement, there shall be a Joint Arbitration Board consisting of three (3) representatives from the Association and three (3) representatives of the Union. Within thirty (30) days after its selection, the Board shall meet upon special call from either side.

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

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

A meeting shall be called by the Chairman or Secretary upon request by either side, stating the objects for which the meeting is called.

Four (4) members shall constitute a quorum, two (2) on each side. Neither side shall cast more ballots than the other. A majority vote shall be required to carry any motion except as provided in Section (d) of this Article.

In the event the Board becomes deadlocked, the difficulty, dispute, or disagreement shall be submitted to a Board of Umpires within the next forty-eight (48) hours. The Board of Umpires shall consist of one (1) representative of the Union, and one (1) representative of the Association and a third member to be selected by the above mentioned two. In case of failure to agree upon the third person, the same shall be appointed by the American Arbitration Association upon request

by either Union or Employer. The decisions of the Board of Umpires shall be by majority vote, and shall be rendered within forty-eight (48) hours of the time of such difficulty, dispute or disagreement shall have been submitted to it. Decisions of the Board of Umpires will be final and binding upon all parties hereto, and there shall be no recourse from such decisions.

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

ARTICLE XXIX CONSTRUCTION INDUSTRY SERVICE PROGRAM / CONSTRUCTION INDUSTRY SERVICE PROGRAM SUBSTANCE ABUSE POLICY

Section 1(a). Employers subject to the terms of this Agreement who employ Plasterers and apprentices within the jurisdiction of Plasterers Local 526 of Cleveland, Ohio shall abide by all terms and conditions of the Construction Industry Service Program as follows:

A Declaration of Trust shall be prepared by the Construction Employers Association and copies shall be available for inspection by the parties or other interested persons at the office of the CEA. Said Trust shall be deemed as part of this Agreement.

Section 1(b). Each Employer covered by this Agreement shall pay to said Trust the following amounts for each hour worked by an employee performing bargaining unit work under the terms and conditions of this agreement.

Hourly Contributions:

Year Beginning May 1, 2019: eighteen cents (\$0.18)

Year Beginning May 1, 2020: eighteen cents (\$0.18)

Year Beginning May 1, 2021: eighteen cents (\$0.18)

Year Beginning May 1, 2022: eighteen cents (\$0.18)

Year Beginning May 1, 2023: nineteen cents (\$0.19)

The purpose of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:

Payment of Management's costs in connection with joint apprenticeship programs in the Construction Industry.

Payment of Management's expenses in creating, operating and maintaining of additional education and training facilities for the benefit of the Construction Industry and its employees.

Payment of expenses for the improvement of safety practices in the Construction Industry in the Greater Cleveland area.

Payment of Management's expenses in connection with the administration of

activities jointly administered with Unions in the Construction Industry in the Greater Cleveland area.

Payment of expenses in connection with the establishment of a public relations program for the benefit of the Construction Industry in the Greater Cleveland area.

Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the Construction Industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of said wage agreements.

Payment of Management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

Payment of expenses for the improvement of safety and health practices, including drug testing in the construction industry.

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

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

Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees.

Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

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

Section 4. It is mutually agreed by all parties that the Construction Industry Service Program Substance Abuse Policy is the substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager or a Signatory Employer) must be adhered to. If the requirements of said policy or program exceed the Construction Industry Service Program Substance Abuse Policy the parties will comply with the customer or employer request. Annual testing is to be performed during the annual journeyman upgrading. Employers will underwrite testing expenses through contributions to the Construction Industry Service Program.

Management and Labor agree to create a joint committee whose purpose is to regularly meet and monitor the effectiveness of the Construction Industry Substance Abuse Policy. The committee will review the progress of the program

and make recommendations, as necessary, to more accurately reflect the needs of the program. This joint labor-management committee shall be composed of three representatives from Labor and three representatives of Management. Both parties shall elect their respective representatives. A representative from the Third Party Administrator shall hold an ex-officio position on the Board to offer counsel and guidance. Additionally, the committee's schedule will be posted and interested individuals may attend, without vote, if so inclined.

Section 5. Any Employer who does not pay Construction Industry Service Program (CISP) contributions when performing work 30 under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to the OP&CMIA Joint Apprenticeship and Training Committee for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

ARTICLE XXX WORKERS' COMPENSATION/SALARY CONTINUATION

Section 1. An Employer may offer injured workers, eligible for Ohio Workers Compensation temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the employee goes on or off temporary total compensation. The Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

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

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

Section 2. If during the term of this Agreement, the Ohio legislature authorizes alternative dispute resolution (ADR) programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

ARTICLE XXXI PROJECT LABOR AGREEMENTS

In the event of a Project Labor Agreement, Labor agrees to include the / Construction Employers Association in any and all discussions that vary from the terms and conditions of the Collective Bargaining Agreement. The Union may sign PLAs provided there are no added responsibilities upon signatory contractors.

**ARTICLE XXXII
COMMUNITY BENEFITS AGREEMENTS**

The parties hereby declare their support of Community Benefit Agreements that incorporate the Memorandum of Understanding Regarding Community Benefits and the Inclusion (the MoU) memorialized on February 26, 2013.

**ARTICLE XXXIII
CONSTITUTIONALITY OF AGREEMENT**

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

**ARTICLE XXXIV
DURATION OF AGREEMENT**

This Agreement shall be and remain in full force and effect from and after the date of its execution until the 30th day of April, 2024 inclusive, and thereafter from year to year, unless either party desires to modify or terminate the Agreement, and notifies the other party of its desire in writing to terminate or modify at least sixty (60) days prior to April 30, 2024 or at least sixty (60) days prior to April 30th or any subsequent year.

**CONSTRUCTION EMPLOYERS
ASSOCIATION:**

DAVID GIORGI
BRIAN EXL
TIM LINVILLE

**FOR OP&CMIA UNION LOCAL
NO. 526:**

CAMERON RUPERT
WILLIAM NAILS

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties listed below have hereunto set their hands and seals and state that all provisions in the current Collective Bargaining Agreement, including rates of pay, become effective as of May 1, 2019 thru April 30, 2024. The undersigned Employer reaffirms:

1. Its obligations to comply with all terms and conditions of this Agreement for the counties of Cuyahoga, Lorain, Lake, Geauga and Ashtabula, Ohio.

2. Its adoption and acceptance of all Trust Agreement pertaining to all Plans and Trust Funds referred to in this Agreement; and the American Standards Specification Approved on January 11, 1955.

3. Its agreement that the Trustees of such Plans and/or Trust Agreements are authorized to act on this Employer's behalf so long as such Trustees act lawfully.

_____ Print Name of Employer

_____ Address - City, State, Zip Code

_____ Telephone # / Fax #

_____ Cellular # / Email Address

_____ Print Name of Person Signing

_____ Print Position of Person Signing

_____ Signature

_____ Date

OPERATIVE PLASTERERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION LOCAL 526

_____ Print Position of Person Signing

_____ Signature

_____ Date

NOTES
