

**PLASTERING CONTRACTORS
AND
OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION LOCAL NO. 72 AREA 2 & 3**

**LABOR AGREEMENT
JUNE 1, 2022 – MAY 31, 2025**

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**LABOR AGREEMENT
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**ARTICLE 1
PURPOSE OF AGREEMENT**

1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING CONSTRUCTION work in the area affected.

1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

1.3 The party's signatory to this Agreement recognize the Union as the sole and exclusive bargaining agent for all employees performing work coming under the recognized jurisdiction of THE OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION within the territorial jurisdiction of this Agreement.

**ARTICLE 2
WORK AFFECTED**

2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement are herein referred to as 'Employer' or 'Employers'.

2.2 This Agreement applies to PLASTERERS work to be done at the site of the construction on all building projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.

2.3 The term PLASTERERS work refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

2.4 This Agreement shall cover all **BUILDING CONSTRUCTION** as defined in Article 5.

**ARTICLE 3
MANAGEMENT'S RIGHTS**

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working force at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices shall be permitted or observed which is limit or restrict production, limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not set forth. The Employers, therefore, retain all legal rights not specifically covers by this Agreement.

**ARTICLE 4
TERRITORY COVERED**

4.1 This Agreement shall cover all PLASTERERS work in the following counties or parts of counties East of the 120th Meridian: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla, Whitman and Yakima in the State of Washington; & Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

4.2 For that territory West of the 120th Meridian within the jurisdiction of Local 72 Area 2 covering all of Klickitat, Yakima, and Kittitas Counties the terms and conditions of this Agreement shall apply having been duly accepted by the employer(s) and the affected local unions.

**ARTICLE 5
WORK COVERED**

5.1 **BUILDING:** Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for the use for shelter, protection, comfort or convenience.

5.2 **ASBESTOS/TOXIC WASTE:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste and/or lead abatement.

**ARTICLE 6
UNION SECURITY**

6.1 Pursuant to and in conformance with Section (A) 3 and 8 (B) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.

6.2 Employers performing work covered by this agreement shall, in filling craft vacancies, utilize and be bound by the registration facilities and referral systems established by the Union signatory hereto when such procedures are not in violation of State or Federal law.

6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such request shall be forwarded to the office of the Company.

6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Section 1 & 2.

6.5 No Employee shall be discharged or discriminated against for union activity or representation of the Union.

**ARTICLE 7
STRIKES & PICKET LINES**

7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 15.

7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activities related to the recognition of a primary picket line approved by the Union party to this Agreement.

7.3 As required by law, employees shall be furnished to the Employer during labor disputes with the other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

**ARTICLE 8
SCOPE OF AGREEMENT**

8.1 This Agreement applies to work to be done at the site of construction, and offsite work associated with the site of construction as defined in Schedule 'A', alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement as defined in Article 5, as interpreted and applied in accordance with the National Labor Relations Act, as amended.

8.2 The term Plasterers work refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to Union membership or affiliation.

**ARTICLE 9
SUBCONTRACTING**

9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement. The Employer agrees that a Plasterer will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union Agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

9.2 Whenever the Employer is obligated to satisfy MBE-WBE recruiting requirements the Union and the Employer by mutual agreement may waive this provision prior to commencement of the work in the event an employer and union are unable to find qualified competitive union minority subcontractors.

9.3 When potential union subcontractors are not available in the locality of the job site to perform the work and where the general contractor receives no competitive union bids by mutual agreement, the Employer and the Union may waive this provision. Provided, however, the involved unions (signatory to the agreement) and the contractor shall review the prices submitted before assigning the non-union subcontractor.

**ARTICLE 10
HOURS OF WORK – SHIFTS – OVERTIME**

10.1 SINGLE SHIFT OPERATION:

(A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.

(B) A single shift operation shall be restricted to the hours between 6:00a.m. and 6:00p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week.

(C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. On ten (10) hour shift schedule, all hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

(D) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in and twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(E) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay.

10.2 EMERGENCY CALL OUT:

In the event the employee has left the project and is called back to perform overtime work after his regular shift, or on a Saturday, Sunday or Holiday, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate plus fringes and applicable travel and /or zone pay. All call out work over four (4) hours shall be paid for actual time worked but at no time will an employee be required to work more than five (5) hours without the opportunity to eat lunch (lunch period provisions apply).

10.3 MULTIPLE SHIFT OPERATION:

Shifts may be established when considering necessary by the Employer. Shift hours and rates will be as follows:

(A) Two Shift Operation: On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days.

(B) Three Shift Operation: On a three-shift operation, the following shall apply:

First Shift: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 6:00a.m. and 6:00p.m.

Second Shift: The second shift shall be seven and one-half (7 ½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for eight (8) hours at the straight time rate.

Third Shift: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid-shift, and shall be paid for eight (8) hours at the straight time rate.

(C) Multiple Shift (a two or three shift) Operation: Will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. Those groups of employees only who relieve first shift groups of employees, and such first shift group of employees who are relieved by groups of employees on a second shift, and on a three-shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a “reliever group” and a “relief group” does not necessarily mean “man for man” relief.

(D) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or a specific overtime rate, all shifts of that day’s operation shall be completed at that rate.

10.4 GENERAL PROVISIONS:

(A) Call out. When an employee has completed his scheduled shift and is “called out” to perform specific work of a casual, incidental, or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a premium guarantee of two (2) hours pay at the employee’s straight time wage.

10.5 OVERTIME: Work performed in excess of eight (8) hours per day or ten (10) hours per day when four ten (10) hours shifts are established, or forty (40) hours per week, Monday through Friday or outside the normal shift, and all work Saturdays, shall be paid at time and one-half (1/2) the straight time rate. All work performed on Sundays and Holidays shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

**ARTICLE 11
LUNCH**

11.1 Lunch will be approximately mid-shift (See article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.

11.2 FIRST HALF SHIFT- LUNCH PERIOD: If an employee is not given at least thirty (30) minutes to eat in the first half of the shift. Thirty (30) minutes at the overtime rate shall be added to the hours worked.

11.3 SECOND HALF SHIFT – LUNCH PERIOD: All employees much be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, thirty (30) minutes at the overtime rate shall be added to the employee's hours worked.

ARTICLE 12 HOLIDAYS

12.1 Holidays recognized under this Agreement shall be as follows: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Friday and Saturday Following, and Christmas Day.** Should any of these holidays fall on a Saturday, the previous Friday shall be a Holiday, and should any of these Holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour. In reference to Independent Day, by mutual agreement, the day observed may be changed.

ARTICLE 13 PAY DAY

13.1 Employees shall be paid in full on company time on the job site or by direct deposit to the employees account at a financial institution one a week; swing shift, graveyard shift and daylight second shift employees will be paid Thursday's shift, day shift employees will be paid on Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last workday of the job before the holiday.

13.2 When an employee voluntarily quits or is terminated for cause, he shall be paid at the next regular payday.

13.3 When employees are laid off, they shall be paid in full immediately or by check within 24 hours.

13.4 If an employee is not paid in accordance with 13.1, 13.2, or 13.3 he shall receive four hours pay for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employees' choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institute account will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded for the twenty-four (24) hour period for determining penalty. Employees must notify the Union within 72 hours after the payday, layoff, or discharge to be eligible for penalty pay.

13.5 Excluding weather and equipment breakdown, employees required to standby for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.

13.6 Payment shall be made by cash, check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer or his/her representative within fifteen (15) days from the pay period in question.

13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives N.S.F. check, thereafter all payments shall be made by cash or certified check and he shall be considered not paid timely and shall receive eight (8) hours pay for every twenty-four (24) hour period thereafter until he/she receives cash or certified check in full payment. Documented bank error will be exempt from the initiation of eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.

13.8 The availability of direct payroll deposit is at the option of the employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be discharged, laid off, disciplined, replaced, transferred or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

ARTICLE 14
UNION REPRESENTATIVES & JOB STEWARDS

14.1 Union Representatives on Jobs: The Union representatives shall have access to all places where employees covered by this Agreement and employed, and transportation will be supplied where necessary.

14.2 Shop and Job Steward Rules:

1. Shop and Job Stewards shall be appointed by their respective unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing. Oral notification will be acceptable whenever written notice is not practical.
2. Stewards shall be allowed access to all places where employees covered by this Agreement are employed.
3. Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.
4. All accidents on the job that cause the employee's removal from the job shall be reported immediately to the Employer, the Union, and the Job Steward.
5. In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.
6. The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.
7. Stewards are not authorized to threaten, direct, or cause a work stoppage or slowdown
8. Before a Steward can be terminated or transferred from a job or shift the Employer or his/her representative shall give the Union 48 hours' notice.
9. When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved.
10. There shall be allowed one Steward on each shift on each job per contractor unless the distance between the work area is so great that one Steward cannot police the work: then two (2) Stewards shall be allowed.

ARTICLE 15
SETTLEMENT OF DISPUTES & GRIEVANCES

15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to Grievance Procedure as outlined below. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union shall have the right to take economic action against such Employer to collect such monies owed.

15.3 In the event that a dispute or grievance over the interpretation or the alleged violation of this agreement occurs, the following procedure shall be followed.

15.4 STEP 1: The grievance shall be filled in writing withing fifteen (15) working days of the alleged violation or the knowledge of the alleged violation.

15.5 STEP 2: The individual Employer and the local Union Representative shall attempt to settle the dispute withing ten (10) working days following the filing of the grievance.

15.6 STEP 3: In the event that the dispute cannot be satisfactorily adjusted, either party may refer the matter to arbitration. In the event the parties are unable to mutually agree on an arbitrator, an impartial arbitrator shall be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. The representatives of the employer and the unions will in turn remove a name from the list until one name remains. This individual will be the arbitrator. The arbitrator shall render his/her decision withing thirty (30) days. Said decision shall be final and binding on both parties. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expense of employing said arbitrator shall be borne equally by both parties.

15.7 It is further understood that the grievance machinery above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

**ARTICLE 16
JURISDICTIONAL DISPUTES**

16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

16.2 The employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

16.3 Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

16.4 If the disputed work cannot be satisfactorily settled between the Union and the Employer, either party may refer this matter to arbitration pursuant to Article 15.6 of this agreement.

**ARTICLE 17
HEALTH, SAFETY AND ACCIDENT PREVENTION**

17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards for construction work as required by law in the appropriate areas affected by this Agreement. All foreman and general foreman shall carry a current first aid card.

17.2 When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.

17.3 DRY SHACK: The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods and shall be situated close to the site of work.

17.4 Clean, cold, fresh drinking water and sanitary, disposable cups shall be kept in close proximity to the workmen at all times.

17.5 Toilets, urinals, or latrines in clean and sanitary conditions shall be provided on all jobs according to State and Federal requirements.

17.6 SUBSTANCE ABUSE POLICY: Drug and alcohol screening is allowed to the extent of the Employers own policy or that of the subcontract language. Except that the cost of the testing shall be paid by the Employer.

17.7 If new hires are required to do testing or paperwork prior to starting work, applicant will be paid \$30.00 for their time, provided the employee passes the drug test.

**ARTICLE 18
SHOW UP – STANDBY & CALLBACK**

18.1 Employees who have not been given notice not to report to work, at least two (2) hours prior to the normal starting time of their shift who report for work shall receive four (4) hours reporting pay and applicable fringes, and who work in excess of four (4) hours shall receive eight (8) hours pay at the applicable straight time and overtime rates plus all applicable compensation except as provided in 18.2.

18.2 Employees prevented from starting or completing the shift due to inclement weather shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes.

18.3 In case of sustained inclement weather, the Employer and the Union shall set up a system of transmitting information to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

**ARTICLE 19
SAVINGS CLAUSE**

19.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 16 shall not apply to this article.

19.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

**ARTICLE 20
WARRANTY OF AUTHORITY**

20.1 This Agreement shall become effective when signed by the Employer or the Employer's duly constituted representative and the duly constituted representative of the Union.

20.2 The persons signing this agreement for the Employer warrant and guarantee their authority to act for the Employer.

20.3 The persons signing this agreement on behalf of the Union warrant and guarantee their authority to act for and bind the Union.

20.4 It is further agreed that the liability of the Employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local Unions who accept, adopt or sign the Agreement or a facsimile thereof, shall be several and not joint.

**ARTICLE 21
PUBLIC WORKS PROJECTS – DAVIS BACON ACT & RELATED STATUES**

21.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A-276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works – Washington State, Prevailing Wage on Public Works, and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rate shall be those as established and maintained by the Master Agreement. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

21.2 Should the rates prevailed in a public works project be less than the negotiated rate, the contractor and the Union shall mutually agree before reducing the rates below the limits as set forth herein.

21.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

21.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationary that will assist the Union in establishing the correct prevailing wage rates when responding to requests for prevailing wage data.

**ARTICLE 22
EMERGENCY WORK ASSIGNMENT**

22.1 The contractor shall be allowed to employ, without regard to craft jurisdiction or Union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.

22.2 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work which he/she is required to do; provided that under such conditions, no employee shall be paid a lower rate than that of the classification under which he/she was working immediately prior to the temporary assignment herein referred to. In order that an employee shall not lose any benefit rights, contributions shall be made on his/her behalf into the trust funds of the craft of his/her affiliation during the period of such emergency work. This Section is not to be used to permit indiscriminate crossing of jurisdictional lines.

22.3 In the event of persistent abuses of these provisions, the Union shall have the right to redress under Step 3, Article 15. In the event flagrant abuses continue following the determination against a contractor as provided in Article 15, the privilege of this memorandum shall be withdrawn from the offending contractor for the duration of this Agreement.

**ARTICLE 23
CRAFT SCHEDULES**

23.1 The classifications for employees, wage rates, effective dates, health & security, pension, training and other benefits funds, and other considerations of employment, shall be provided in the separate schedules attached hereto and made a part of this Agreement.

**ARTICLE 24
SPECIAL CONDITIONS**

24.1 Both parties recognize that there may be extenuating circumstances when it comes to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

24.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

**ARTICLE 25
EFFECTIVE DATE AND DURATION**

25.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effective as of June 1, 2022 and shall remain in full force and effective without change until May 31, 2025, and from year to year thereafter unless either party hereto desires to modify, amend, or terminate this Agreement after May 31, 2023, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue form year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement which shall apply terminated.

25.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to May 31, 2022, or no later that sixty (60) days nor ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.

25.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U.S. Post Office.

25.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedule 'A' attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Schedules of this Agreement.

HEATH CARE LEGISLATION

In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of those funds.

DATED THIS _____ Day of, _____

EMPLOYER:

Company Name

BY _____

TITLE _____

Street Address or PO Box Number

City, State & Zip Code

Telephone Number

Contract Registration Number

UNION:

OP&CMIA LOCAL NO. 72 AREA 2 & 3

BY  _____

TITLE Business Manager

3223 N. MARKET ST.
Street Address or PO Box Number

SPOKANE, WA 99207
City, State & Zip Code

(509)326-0575
Telephone Number

SCHEDULE 'A'

PLASTERERS LOCAL 72 AREA 2 & 3

WAGE RATES

Zone rates will apply to all work outside a 45 mile radius from the main post office of Spokane, Richland, Lewiston & Wenatchee.
Zone 2 rate (+\$3.00/HR.) applies unless the Employee' Main post office of his/her established residence is within a 45 mile radius.

SEE ZONE MAP:
 ZONE CENTERS:
 Spokane, Pasco, Lewiston
 ZONE 1 = 0-45 MILES
 ZONE 2 = 45 MILES & OVER

***TOTAL INCREASE:** **6/1/2022 = \$4.36** **6/1/2023 = \$2.11**
 6/1/2024 = \$1.65

PLASTERER CLASSIFICATION INCLUDES BUT NOT LIMITED TO:

All interior or exterior plastering of cement, stucco, simulation stone or any patent material when cast and the setting of same. Sticking of corner beads, the plastering and finishing with hot composition material in vats, compartments or wherever applied; the application of crushed marble or ceramic chips and broken glass where imbedded in plaster, cement, or other materials. The Plastering of all joints, nail holes, bruises etc.on wall boards, including the texturing and spraying of ceilings regardless of the base, and whether applied by machine or the hawk and trowel. The fireproofing of all building assemblies with plaster materials, spraying fiberglass or similar materials, whether applied by gypsum or metal lath or directly. The grouting and filling of door bucks, runners and similar installations; the setting in place of plasterboard, ground blocks, patent dots, cork plating, polystyrene or fiberglass for the EIFS SYSTEMS (Dry-Vit) etc. including temporary nailing, cutting and fitting in connection with the sticking of the same, regardless of thickness. The sticking, nailing and screwing of all composition caps and ornaments. Preparing, scratching and browning of all ceilings and walls with finished with terrazzo or tile, allowing sufficient thickness to allow the applying of terrazzo or tile and the application of any plastic material to the same. All waterproofing of work including in the Plasterers' jurisdiction, such as cutting and placing the nylon mesh, and the plastering of both coats and the finishing of EIFS SYSTEMS and all other exterior wall insulation and plaster finish systems, regardless of the tools used, and regardless of the material or methods used. The application of all bonding agents, interior and exterior and mastic, the spraying of or application by hand troweling or finishing of Nu-Klad, Block-Bond, Thoro-Seal and all other epoxy materials on ceilings and walls. And the placing of nylon tape and veneer, and the preparation of walls and ceilings to receive any of the above mentioned work processes. And all drywall finishing

FOREMAN: Seven percent (7%) above journeyman scale.

APPRENTICESHIP RATES

PLASTERERS APPRENTICE: % PER 1600 HRS

	<u>5/31/2022</u>	<u>6/1/2022</u>	<u>6/1/2023</u>	<u>6/1/2024</u>
50%	\$16.06	\$17.86	TBD	TBD
50%	\$16.06	\$17.86	TBD	TBD
60%	\$19.27	\$21.43	TBD	TBD
70%	\$22.48	\$25.00	TBD	TBD
80%	\$25.69	\$28.58	TBD	TBD
90%	\$28.91	\$32.15	TBD	TBD
95%	\$31.51	\$33.93	TBD	TBD

FRINGE BENEFITS

	<u>5/31/2022</u>	<u>6/1/2022</u>	<u>6/1/2023</u>	<u>6/1/2024</u>
Health & Welfare	\$7.53	\$7.53	TBD	TBD
Pension	\$7.84	\$8.54	TBD	TBD
Apprenticeship & Training	\$0.60	\$0.65	TBD	TBD
International Training	\$0.06	\$0.07	TBD	TBD
TOTAL	\$16.03	\$16.79		

DEDUCTIONS FROM NET WAGES

Credit Union	(\$1.40)	(\$1.00)	TBD	TBD
Dues Check-Off	(\$2.04)	(\$2.27)	TBD	TBD
NW Fair Contracting	(\$0.04)	(\$0.04)	TBD	TBD

Note: Apprentices dues check off shall be a percent of the journeyman dues check-off correlating to their current apprentice wage rate. The employer shall deduct 60% of the journeyman dues check-off from 60% apprentices, 70% of the journeyman dues check-off from 70% apprentices, 80% of the journeyman dues check-off from 80% apprentice, and 90% of the journeyman dues check-off from 90% apprentices.

DISPATCH POINTS

WASHINGTON:

SPOKANE- 3223 N. MARKET ST. SPOKANE, WA 99207 (509)326-0575

KENNEWICK- 2637 W ALBANY AVE. STE B KENNEWICK, WA 99337 (509)597-0099

DOUBLE BREASTING AND COMMON SITUS:

If during the term of this agreement legislation is enacted which alters the present NLRB case law governing so called "double breasted operations" or alters the NLRB case law regarding so called "common situs picketing," and such case law creates a work stoppage initiated by the parties to this agreement on the employers projects, then upon written notification identifying the problems, either party to this agreement may declare this agreement open for negotiations to discuss the terms and conditions contained.

JOURNEYMAN PLASTERER UP-GRADING PROGRAM

SECTION 1. QUALIFICATION

- A.** An employee who is registered as a journeyman plasterer, but who does not possess the necessary skills to perform in a journeyman manner, may with the consent and approval of the employee, employer and union become part of the Up-Grading Program.
- B.** This employee's wage cannot be less than sixty-five percent (65%) of the journeyman wage. The employee will receive the full benefits as provided for in the Schedule 'A'. The employee's wage will be subject to re-evaluation by the parties involved every three (3) months.
- C.** Any employer found abusing the program will be denied participation in the Journeyman Up-Grading Program for a period to be determined by the Union.
- D.** This program does not apply to Prevailing Wage Projects.

SCHEDULE B

PLASTERERS LOCAL 72 AREA 2 & 3

TRUST FUNDS

SECTION 1. HEALTH & WELFARE PROVISION. In addition to the wage rates listed in Schedule A, the Employer shall pay into a Health & security Fund known as the "Cement Masons & Plasterers Health & Welfare Trust Fund" the amount of seven dollars and fifty-three cents (\$7.53) per compensable hour worked for each Plasterer covered by this Agreement, effective for hours worked commencing June 1, 2022.

The Trust Fund referred to in this section shall be administered by a joint-labor management board of trustees. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreement establishing the trust fund, which is incorporated herein by reference. The Employer agrees to be bound by all past and future lawful acts of the Trustees of the trust fund. The Employer designates the lawfully appointed Employer Trustees of the trust fund and their successors as its representative on the trust fund.

Payments required by this section shall be dues (i.e., postmarked or received) on the fifteenth (15th) calendar day of the month following the month in which the hours were worked. Payments and completed report form shall be sent to the third party administrator designated by the Trustees. In the event the Employer fails to make any of the contributions required by this section, such Employer shall be required to pay, in addition to the principle sum due, liquidated damages, interest, reasonable attorney fees and cost of collection, as set forth in the Trust Agreement.

The Trustees shall have the authority to conduct a payroll audit of the Employer pursuant to the Trust Agreement, and pursuant to the policies for collection of contributions or payroll examinations adopted by the Trustees.

SECTION 2. RETIEREMENT PROVISION. In addition to the wage rates listed in Schedule "A", the employers shall pay into a Retirement Fund known as "The Washington-Idaho Cement Masons-Employers Retirement trust," effective June 1, 2022, Eight Dollars and fifty-four cents (\$8.54) per compensable hour worked for each Plasterer covered by this Agreement. Such payment shall be made monthly on or before the 15th of the month following that for which contribution is being made and shall be deposited in a delegated bank or banks, in accordance with the negotiated Trust Agreement dated July 20, 1965, between the Inland Northwest Associated General Contractors of America and the Eastern Washington and Idaho Cement Masons. The Trust Agreement shall be attached to and become a part of this Agreement.

SECTION 3. CREDIT UNION PROVISION. As a deduction from the wage rate listed in the Schedule "A", the Employer shall pay into Numerica Credit Union, Spokane, WA, effective June 1, 2022, one dollar (\$1.00) per compensable hour worked for each Plasterer covered by this Agreement. Such payment shall be made monthly on or before the 15th of the month following that for which the contribution is being made and shall be deposited in the bank or banks delegated to accept the other funds listed in this Article.

The purpose of these contributions is to create individual share accounts in the Credit Union for each Plasterer covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration. Neither the Employer Association, nor an individual Employer, nor the Union shall participate in the administration of said Credit Union.

It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes and that the pro-rata cost of such forms, and of the collection and

accounting thereof will be deducted from the contributing and be paid to the fringe benefit administrator, and the balance remaining will be credited to the individual share accounts.

It is further understood that the Credit Union deduction from the employee's wages shall be from the net wages after all payroll taxes have been deducted from the gross wages.

It is further understood that the charter and bylaws of the Cement Masons Credit Union will be amended to extend membership to all Plasterers covered by this Agreement.

SECTION 4. TRAINING PROVISION. In addition to the wage rates listed in the Schedule "A", the Employers shall pay into a training fund known as "The Cement Masons and Plasterers Training Trust of Washington" the amount of sixty-five cents (\$.65) per compensable hour worked for each Plasterer covered by this Agreement effective for hours worked commencing June 1, 2022.

The trust fund referred to in this Section shall be administered by a joint-labor management board of trustees. By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreement establishing the trust fund, which is incorporated herein by reference. The Employer agrees to be bound by all past and future lawful acts of the Trustees of the trust fund. The Employer designates the lawfully appointed Employer Trustees of the trust fund and their successors as its representative on the trust fund.

Payments required by this Section shall be due (i.e., postmarked or received) on the fifteenth (15th) calendar day of the month following the month in which the hours were worked. Payments and completed report forms shall be sent to the third party administrator designated by the Trustees. In the event the Employer fails to make any of the contributions required by this Section, such Employer shall be required to pay, in addition to the principal sum due, liquidated damages interest, reasonable attorney fees and costs of collection, as set forth in the Trust Agreement.

SECTION 5. INTERNATIONAL TRAINING TRUST. In addition the wage rates listed in Schedule A, the Employers shall pay into a training fund known as "The OPCMIA International Training Fund" effective June 1, 2022 a sum equal to seven cents (\$0.07) per compensable hour worked for each Plasterer covered by this Agreement. Such payment shall be made monthly on or before the 15th of the month following that for which contribution is being made and shall be deposited in a delegated bank or banks, in accordance with the Trust Agreement dated February 12, 2015, between the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, AFL-CIO, (Hereafter referred to as the "Union"), and WYATT, Inc., VERSATILE COATINGS, LANDGREBE INTERIOR CONSTRUCTION, GARCO CONSTRUCTION, HOOVER AND WELLS FLOORING, and SCURTO CEMENT, LTD (hereafter referred to as the "Settler Employers") and the Trustees who will be designated in the Trust Agreement.

SECTION 6. In the event an Employer fails to make the required monetary contributions in conformity with Sections 1, 2, 3 and 4, of this Article, the Union will take any economic action the Trustees of the funds deem necessary to insure the proper collection of these contributions.

SCHEDULE C

PLASTERERS HIRING HALL

SECTION 1.

(A) In compliance with the National Labor Relations Act of 1947, as amended, the Union agrees to maintain at its local office a list of unemployed workmen who are competent to perform the work classifications contained in Schedule 'A' of this Agreement. Such list shall contain the names of such qualified Union members as may be unemployed, together with such qualified non-union workmen as may apply to the Union for employment. Further, the list shall be maintained without discrimination as a membership or non-membership in the Union.

(B) Each Employer may call by name any of those workmen on the out-of-work list regardless of the workman's place on the out-of-work list.

(C) The Employer shall give preference in hiring to local men who are qualified to perform the work.

SECTION 2. The Employer unqualifiedly reserves the right to reject all applicants for employment and shall have the right to determine the competency and qualifications of men referred by the Union and the right to hire and discharge accordingly.

SECTION 3.

(A) The Union is recognized as sole bargaining agent for employees covered by this Agreement. When workmen other than those described in Section 1 (B) of this Article are needed, the Employer will notify the proper Union to refer the necessary men required by the Employer.

(B) It is recognized that the Union is the principal but not necessarily the sole source of procuring workmen and when the Union refers men, it shall be a non-discriminatory basis and shall not be based on, or in any way affected by, the Union membership, bylaws, rules, regulations, constitutional provisions or any other aspects or obligation of the Union membership, policies or requirements. The provisions relating to the functioning of the hiring arrangement shall be posted in places where notices to employees and applicants for employment are customarily posted.

(C) All new employees hired shall be reported to the Union in writing once during each payroll period in order that the Union may properly maintain its list of available workmen on a current basis, and carry out the provisions of Union Security.

(D) When new hires are requested for interview in accordance with the hiring procedure of this Agreement and either party to this Agreement creates an abuse, the grievance procedure as outlined in Article 15 shall be followed.

SCHEDULE D

CEMENT MASONS LOCAL 72 AREA 2 & 3

WORK RULES

1. FOREMAN:

- (A) The minimum rate for Foreman shall not be less than seven percent (7%) above the journeyman scale.
- (B) Plasterers to work only under direct supervision of a Foreman of their craft; in the event that there are less than four (4) plasterers on the job, the Plasterers may take orders only from the job superintendent. When four (4) Plasterers or more are employed on the job, one shall be appointed Foreman and shall receive Foreman's pay.

2. TOOLS, DRY SHACK, SAFETY EQUIPMENT:

- (A) Any special tools such as respirators, goggles, feather edges, water buckets, suitable rods and any other tools not ordinarily carried by the employee shall be furnished by the Employer.
- (B) Goggles shall have clear clean lenses and have side shields. Where rain and wet gear and shacks are furnished for the other crafts, they will be made available for use by the Plasterers.
- (C) All respirators shall be of a cartridge type kept in clean sanitary condition equipped with a cartridge recommended for filtering of cement dust or fumes with adequate supply of replacement filters.

3. DRY SHACK

Unless otherwise mutually agreed between the Employer and the Union, there shall be a dry shack with adequate heat for the purpose of storing tools safely, changing clothes, and eating lunches.

4. CONTRACTOR RULE:

Journeyman Plasterers shall not accept employment with a Contractor who works with tools of the trade unless said Contractor is a practical Plasterer, and no Contractor shall be allowed to work with the tools unless he has at least one (1) Journeyman working with him. Where there are partners in the contracting business, no more than one shall work on the same job at the same time.

5. EMPLOYEE TOOL LIST:

The Employee will furnish his/her own hand tools to include: Hawk, Trowels-standard, Margin Trowel, Cleaning Brush, Paint Brush, Corner Tools, Bucket, Lathe Bags, Hammer, Tape Measure, Chalk Box, Level, Sheet Metal Cutters, Box Cutter Knife, Hand Float, Darbys.