LABOR AGREEMENT

between

South Bay Plastering Contractors Association

and

Operative Plasterers' and Cement Masons'

Local Union No. 300

of the

Operative Plasterers' and Cement Masons'

International Association of the United States

and Canada, AFL-CIO

Effective
July 1, 2005 - June 30, 2009

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THIS AGREEMENT is made and entered into this first day of July 1, 2005, by and between the South Bay Plastering Contractors Association (hereinafter referred to as "Association") and the Operative Plasterers' and Cement Masons' Local Union No. 300 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO (hereinafter referred to as "Union"), in order to stabilize wages, hours and working conditions, and to improve conditions in the plastering industry for the benefit of employers, employees and the general public. This Agreement amends, modifies, supplements, extends and renews the Labor Agreements between the parties (or their predecessors) dated July 1, 1985, July 1, 1990, July 1, 1992, July 1, 1994, August 1, 1996, July 1, 1997 and July 1, 2000, and is effective July 1, 2005.

ARTICLE I - AREA COVERED

Section 1. Area No. 188 shall, under its jurisdiction, cover the Counties of Fresno, Kings, Madera and Tulare.

Section 2. Area No. 224 shall, under its jurisdiction, cover the Counties of Santa Clara, San Benito and Santa Cruz.

Section 3. Area No. 295 shall, under its jurisdiction, cover the Counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo and Yuba.

Section 4. Area No. 337 shall, under its jurisdiction, cover the County of Monterey.

Section 5. Area No. 355 shall, under its jurisdiction, cover the Counties of Del Norte, Humboldt, Lake, Marin, Mendocino, Napa and Sonoma.

Section 6. Area No. 429 shall, under its jurisdiction, cover the Counties of Mariposa, Merced, Stanislaus and Tuolumne.

ARTICLE II - EMPLOYERS COVERED

Section 1. This Agreement is made for, and on behalf of, and shall be binding upon, all Employers, as defined herein. As used in this Agreement, "Employer" means:

(a) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of the execution of this Agreement was, or at any time since has become, a member of the Association or has given the Association authorization to bind it to the provisions of this Agreement; or,

(b) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become, a member of any other employer organization which executes this Agreement or any counterpart hereof; or

(c) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof; or

(d) Any person, firm, corporation or other entity which joins or participates with, or in any way assists, directly or indirectly, an Employer as defined above, in evading the requirements of this Agreement.

Section 2. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of all Employers subject to this Agreement.

Section 3. One management representative of an Employer may use the tools. Said management representative shall be designated at the time the Employer becomes signatory to this Agreement. When a management representative of an Employer uses the tools, the Employer shall hire at least one (1) Journeyperson Plasterer. If this provision is violated, the management representative(s) of the Employer in violation shall, as a condition of this Agreement, become a member(s) of the Union.

Section 4. Upon the execution of this Agreement, the Association shall provide a list of the Employer members of the Association who have authorized it to represent them. Thereafter, the Association shall provide written notice to the Union of any and all changes in its membership immediately. Each and every member of the Association shall be required to individually sign this Agreement.

Section 5. Each Employer shall have a valid state contractor's license covering the work under the jurisdiction of the Union.

Section 6. Each Employer shall have the name of the company and its contractor's license number marked on all of the trucks used by it in its plastering business.

ARTICLE III - RECOGNITION

Section 1. This Agreement is made for and on behalf of Local Union No. 300 and shall be binding upon all Local Areas as defined in Article I.

Section 2. The term "Union" as used in this Agreement means any of the Local Areas enumerated in Article I hereof and any other Local Area which may hereafter authorize the Union in a manner and form acceptable to said Union to act as its agent and to bind it to this Agreement.

Section 3. The Association and the Employers covered by this Agreement recognize Local Union No. 300 as the sole and exclusive collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Employers performing work on all present and future job sites within the Local Areas covered by this Agreement, on the following basis. The Union has requested that each Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Employer evidence that the Union has the support of a majority of the Employer's employees; and

each Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

Section 4. The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative of all of the Employers who are now or who may hereafter become its members and/or authorize it to represent them.

ARTICLE IV - UNION SECURITY CLAUSE AND HIRING PROCEDURE

Section 1. Union Security.

(a) Every person performing work covered by this Agreement, and employed by one or more Employer for a period of seven (7) days continuously or cumulatively from the date of the beginning of such employment, or the effective date of this Agreement, whichever is later, shall be or become members of the Union on the eighth (8th) day and shall remain members of the Union in good standing as a condition of employment.

(b) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

(c) The Employer shall discharge every person who has failed to comply with the provisions of subdivision (a) of this section upon notice of such non-compliance, and agrees not to again employ or pre-employ any person so discharged until he/she is a member in good standing of the Union.

Section 2. Employment.

(a) The Employer shall retain full freedom to employ, reject and discharge any person who is referred for work covered by this Agreement, subject to the provisions of this Agreement. Any person who believes that he or she has not been properly registered, referred or laid off in accordance with the terms of this Agreement, or that he or she has been discharged without just cause, may file a grievance under the grievance procedure set forth in this Agreement. If an Employer discharges an employee for cause, said Employer must submit a termination notice to the Union, by fax, by no later than the next business day after said discharge, stating the reason for the discharge. If the discharge is not grieved or the discharge is grieved and upheld, a written request by the Employer to not rehire said employee for a period of one (1) year from the date of discharge will be honored by the hiring hall. No employee shall be ineligible for rehire for more than one (1) year. No employee who has been laid off shall be ineligible for rehire.

(b) The Employer, or a specifically designated individual (owner, superintendent or Foreman), shall notify the Local Area of all of its needs for employees and shall not recruit applicants directly or hire additional persons not referred by the Union, except as hereinafter provided.

(c) Each Local Area shall maintain an open and non-discriminatory hiring hall and there shall be no discrimination because of membership or non-membership in, or participation or non-participation in, the activities of the Union. The selection of applicants for referral to jobs shall not

be based upon, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. It is mutually agreed by the Association, the Employers and the Union, to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925 and No. 11114, the California Fair Employment and Housing Act, and any other applicable Federal, State and local laws and regulations to the end that no person shall, on the grounds of age, sex, race, color, creed, religion, national origin, sexual orientation or Vietnam Veteran status, be denied the benefits of, or otherwise be subjected to discrimination by not having full access to the contents of, this Agreement.

(d) All Employers who desire to employ persons in work covered under this Agreement shall notify the office of the Local Area of the number and qualifications of employees desired, the type of work to be performed, the location of the jobsite, the starting time of the job, the expected duration of the job, and such other information as is necessary to enable the Local Area to make proper referral of applicants.

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

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

(g) The Employer, upon request of the Union, shall notify the Union in writing of the name, address, social security number and job classification of every person who is employed in, rejected for, or discharged from work covered by the Agreement, together with the date of such employment, rejection or discharge and the location of their actual or prospective place of employment. Whenever a person is rejected or discharged from such work, the Employer shall notify the Union of the reason or reasons therefor within forty-eight (48) hours. In the event of the Employer's failure to provide such notice within the forty-eight (48) hour period, it shall be irrefutably presumed that the discharge or rejection was without just cause.

(h) Each person, upon referral, shall receive a referral slip to be presented to the Employer's representative at the jobsite indicating the name, address, social security number, classification, wage rate, date of proposed employment and date of referral.

(i) One key Journeyperson Plasterer or Foreman may be directly employed by the Employer.

Section 3. Registration.

(a) Each Local Area shall maintain a list (hereinafter, "out-of-work list") of all persons seeking jobs in work covered by this Agreement.

(b) All persons' names shall be entered on the out-of-work list in the order in which said persons come into, or call into, the office of the Local Area seeking employment. Each person, at the time of registering for employment, shall indicate his or her own qualifications for different types of work, and such indication shall be conclusive unless an Employer to whom such person is dispatched reports to the Union that, in its opinion, the worker is not so qualified. In such event, before the worker will again be entitled to preference hereunder, he or she shall be required to pass an objective examination given by the Union or the Employer.

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

(d) Registration hours at the Local Area offices shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded).

(e) To insure the maintenance of a current out-of-work list, all persons must register on the out-of-work list every week. If such persons do not do so, their names will be removed from the out-of-work list. If such persons register pursuant to the provisions of this section, they shall maintain their previous position on such list subject to the provisions of this section.

(f) Individuals shall be eliminated from the out-of-work list for the following reasons: 1) when such individual is dispatched to a job, except that any such individual who is rejected by the Employer, or fails to complete five (5) full days of work shall retain his/her position on said list; 2) when such individual has failed to accept suitable employment two (2) times during the current week; and 3) when such individual is unavailable for employment because he/she is not ready for dispatch during dispatching hours.

Section 4. Referral.

(a) Orders from Employers for employees will be accepted on the day prior to dispatch or between 7:00 a.m. and 9:00 a.m. of the day needed. Referral hours from the Union shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded). The starting time of pay on all referrals shall commence with the starting time of the job to which they are referred.

(b) The Employer shall have the right to call, by name, any employee who is registered on the out-of-work list and who has been employed by said Employer within the last twelve (12) months immediately prior to such request being made.

(c) Persons shall be referred in the order in which they have registered for employment but only in accordance with the skill classification designated by each at the time of registration and required by the type of work involved. When an Employer requires and calls for employees possessing special skills and abilities, the Union shall refer the first applicant on the out-of-work list possessing such special skills and abilities.

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

Section 5. Layoffs.

(a) At the time of a layoff, the Employer shall discharge the employee or employees he/she has selected by name prior to or at the same time he/she discharges the employee or employees that were referred from the out-of-work list as described above in Section 4(d). Employees referred from the out-of-work list shall be discharged in the reverse order in which they were registered on the out-of-work list. However, in the event that the employees have been employed continuously for ten (10) working days, the Employer has the right to discharge said employees without regard to the procedure set forth in this section.

(b) At the time of layoff, the employee shall immediately be paid all wages earned. If an employee quits, the employee shall be paid all wages earned no later than seventy-two (72) hours after the time of quitting or the normal pay day as provided in this Agreement, whichever is earlier.

Section 6. Posting.

(a) The provisions of this section relating to Union Security and Hiring shall be posted by the Employers and by the Local Areas in appropriate places where notices to employees and applicants are customarily posted, including the bulletin boards of the Local Areas.

(b) The Association shall have the right to designate one member of the Association to investigate the hiring hall practices and to inspect the written referral records of the Local Areas, provided that said inspections are made during reasonable business hours. This right of inspection extends only to the written referral records of the Local Areas and to general hiring hall practices. Any discrepancies noted shall be promptly brought to the attention of the Union by letter addressed to the Business Agent for the relevant Local Area.

ARTICLE V - WAGES, FRINGE BENEFITS AND TRAVEL PAY

Section 1.

(a) The highest wage rate (exclusive of vacation, dues checkoff, authorized overtime and Foreman's pay) paid to any Journeyperson Plasterer by an Employer on any given job shall be the wage rate paid to all Journeyperson Plasterers for the duration of that particular job.

(b) The highest wage rate (exclusive of vacation, dues checkoff, authorized overtime and Foreman's pay) paid to any Apprentice Plasterer by an Employer on any given job shall be the wage rate paid to all Apprentice Plasterers in the same period of apprenticeship for the duration of that particular job.

(c) If an Employer designates more than one Plasterer as a Foreman on a given job, the Foreman's pay of one Foreman only will be excluded from the determination of the highest wage rate under this section and, for purposes of this determination, all others designated as Foremen shall be considered Journeyperson Plasterers.

(d) The Union shall have the sole and exclusive right and discretion to allocate and apply all increases in wages and fringe benefits to any fringe benefits provided in this Agreement or to wages.

(e) Any employee employed by an Employer signatory to this Agreement shall be paid the wage rates, fringe benefits and travel pay provided by this Agreement for the Local Area from which he or she was dispatched or the Local Area where he or she is working, whichever is greater.

(f) Any employee employed by an Employer signatory to this Agreement outside the area covered by this Agreement shall be paid the wage rates and other monetary benefits of this Agreement or those provided by the Agreement of the Local Union affiliated with the Operative Plasterers' and Cement Masons' International Association in effect in the area where he is so employed, whichever is greater. All fringe benefits shall be paid to the funds set forth in this Agreement at the rates provided herein.

Section 2.

(a) The hourly Journeyperson wages and fringe benefits for the Local Areas are as follows:

Area No. 188 (Fresno). (Effective July 1, 2005)

Base Wage Rate	$22.01
Vacation	2.65
Dues Checkoff	.97
Gross Taxable Wages	$25.63
Pension Fund	$3.00
Supplemental Pension Fund	1.17
Health & Welfare Fund	6.48
Apprenticeship Fund	.30
Promotion	.15

Area No. 224 (San Jose). (Effective July 1, 2005)

Base Wage Rate	$25.66
Vacation	3.75
Dues Checkoff	1.26
Gross Taxable Wages	$30.67
Pension Fund	3.00
Supplemental Pension Fund	1.00
Health & Welfare Fund	6.48
Apprenticeship Fund	.50
Promotion	.15

Area No. 295 (Sacramento). (Effective July 1, 2005)

Base Wage Rate	$24.58
Vacation	3.75
Dues Checkoff	1.41
Gross Taxable Wages	$29.74
Pension Fund	$3.00
Supplemental Pension Fund	1.50
Health & Welfare Fund	6.48
Apprenticeship Fund	.60
Promotion	.55
Work Preservation	.20

Area No. 337 (Monterey). (Effective July 1, 2005)

Base Wage Rate	$25.06
Vacation	1.00
Dues Checkoff	1.25
Gross Taxable Wages	$27.31
Pension Fund	3.00
Supplemental Pension Fund	1.00
Health & Welfare Fund	6.48
Apprenticeship Fund	.50

Area No. 355 (Santa Rosa). (Effective July 1, 2005)

Base Wage Rate	$24.58
Vacation	3.75
Dues Checkoff	1.41
Gross Taxable Wages	$29.74
Pension Fund	$3.00
Supplemental Pension Fund	1.50
Health & Welfare Fund	6.48
Apprenticeship Fund	.60
Promotion	.55

Area No. 429 (Modesto). (Effective July 1, 2005)

Base Wage Rate	$24.58
Vacation	3.75
Dues Checkoff	1.41
Gross Taxable Wages	$29.74
Pension Fund	$3.00
Supplemental Pension Fund	1.50
Health & Welfare Fund	6.48
Apprenticeship Fund	.60

(b) **Area No. 188 (Fresno).** Effective January 1, 2006, there will be a forty cent ($.40) per hour increase in the wage/fringe benefit package.

(c) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** Effective July 1, 2006, there will be a one dollar eighty-five cent ($1.85) per hour increase in the wage/fringe benefit package. Effective July 1, 2007, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective July 1, 2008, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package.

(d) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** Effective July 1, 2006, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective July 1, 2007, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package. Effective January 1, 2008, there will be a two dollar ($2.00) per hour increase in the wage/fringe benefit package.

(e) **Area No. 224 (San Jose), Area No. 295 (Sacramento), Area No. 337 (Monterey), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto):** Notwithstanding any other provision of this Agreement, in no event, at any time during the term of this Agreement, shall the total hourly wage and fringe benefit package for Journeyperson Plasterers performing any work in a particular county be less than three and one-half percent (3.5%) over and above the total hourly wage and fringe benefit package for Hod Carriers/Plaster Tenders performing public work in the same county.

(f) When there are increases in the wage/fringe benefit package, the dues checkoff hourly contribution rate shall be three percent (3%) of the new total wage/fringe benefit hourly rate.

(g) Monies for vacation and dues checkoff shall be deducted from the net pay of each employee.

Section 3. Reinforcing Applicators.
The Journeyperson or Apprentice Reinforcing Applicators shall receive the same wage rates, fringe benefits, travel pay and working conditions as that of the Journeyperson or Apprentice Plasterers as set forth herein. The work jurisdiction of the Reinforcing Applicator shall include, but not be limited to, all preparatory work necessary for the first coat of plaster and/or stucco, or any similar, like or substitute material. The Union shall have the exclusive rights over the work jurisdiction of the Reinforcing Applicator.

Section 4. Travel Pay.
(a) **Area No. 188 (Fresno).** Eligibility for travel pay shall be determined by the distance to the jobsite from the Fresno City Hall. The distance shall be based on the mileage determined by Mapquest.com or, if Mapquest.com ceases to exist, a similar Internet-based mapping service. No travel pay shall be paid for distances up to sixty-five (65) miles. For distances of more than sixty-five (65) miles, travel pay shall be paid as follows:

Up to 65 miles	Free zone
65.1 to 100 miles	$20.00 per day
100.1 to 150 miles	$40.00 per day
150.1 and over	$52.50 per day

(b) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** Any Journeyperson or Apprentice who is dispatched from Area No. 224 or Area No. 337 for a job outside the jurisdiction of the Local Area from which he was dispatched shall receive his transportation fare both ways. If any delays occur on the job, he shall have the right to demand his return fare. No employee is entitled to his return fare if he quits before the job is finished. Not less than twelve dollars ($12.00) per day subsistence shall be paid when working more than thirty-five (35) miles from the Local Area Union Hall from which he was dispatched, or from the employee's home, whichever is the lesser. Twenty-five dollars ($25.00) subsistence shall be paid on jobs that require overnight lodging.

(c) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** Eligibility for travel pay shall be determined by the distance to the jobsite from the Local Area Union Hall from which the employee was dispatched. No travel pay shall be paid for distances up to forty (40) miles. For distances of more than forty (40) miles, travel pay shall be paid as follows:

Up to 40 miles	Free zone
40.1 to 60 miles	$25.00 per day
60.1 to 100 miles	$50.00 per day
100.1 and over	$80.00 per day

Section 5. Panel Work.

(a) All work related to the making of panels for Exterior Insulation Foam Systems (EIFS), including but not limited to, the cutting and sticking of foam board, the application of primus adhesive, the embedding of mesh, and the application, by hand or machine, of base coats and finish coats, may, at the option of the Employer, be performed on the jobsite or in a shop by employees who are covered by this Agreement.

(b) The Employer shall pay the full wages and fringe benefits to Plasterers for work related to the making of panels for the Exterior Insulation Foam Systems performed on the jobsite.

Section 6. Fringe Benefits.

(a) The parties agree that they have established and will maintain a Health & Welfare Fund, a Pension Fund and an Apprenticeship Fund for all employees covered by this Agreement. In addition, where applicable, each Employer agrees to make contributions to the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund on behalf of employees covered by this Agreement. Each Employer agrees to, and shall be bound by, all the terms, conditions and provisions of those certain Trust Agreements heretofore or hereafter made creating the Northern California Plasterers Health and Welfare Trust Fund, the Northern California Plastering Industry Pension Trust Fund, the Northern California Plasterers' Joint Apprenticeship and Training Trust Fund and the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund.

(b) **Work Preservation.** Effective for all work performed on and after July 1, 2005, the Employer shall pay to the Sacramento Valley Lath and Plaster Labor-Management Cooperation Committee Trust Fund the sum of twenty cents ($0.20) per hour for each hour, straight time or overtime, worked by each of its employees upon work covered by this Agreement in Local Area No. 295. The Employer agrees to be bound by all of the provisions of the Trust Agreement creating said Trust Fund and any amendments thereto that may hereafter be adopted.

(c) **Industry Promotion.** Effective for all work performed on and after July 1, 2005, the Employer shall pay monies to the Industry Promotion Funds established by the California Lathing & Plastering Contractors' Association, Sacramento Chapter, Inc., the South Bay Plastering Contractors Association, or the Master Plasterers' and Lathers' Association of Fresno, Tulare, Kings and Madera Counties for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement, as set forth in the itemization of wages and fringe benefits. The payments for Industry Promotion shall not constitute or be deemed to be wages due to the employees with respect to whose work such payments are made. The Industry Promotion monies shall be used exclusively to promote and protect standards in the Plastering Industry, to promote the use of Plastering Industry products and to seek ways to benefit and enhance the Plastering Industry. By execution of this Agreement, the Employer agrees to be bound by the articles of incorporation, bylaws or other governing documents for each Industry Promotion Fund to which it contributes. The Employer may obtain a copy of said governing documents upon request to the Trust Fund office. The Union is neither a member of, nor has any authority over, the Industry Promotion Funds. However, representatives of the Union serve as advisors to the Industry Promotion Funds.

(d) The payments and contributions that are provided for herein shall be made in accordance with the applicable Trust Agreements and regulations prescribed by the Trustees of the above-mentioned Trust Funds.

(e) Any payments made to retirees by the Northern California Plastering Industry Pension Trust Fund, which are in addition to regular accrued vested benefits and made on a one-time basis, shall be made only to those retirees who are members in good standing of the Union.

(f) Any benefits provided by the Northern California Plasterers Health and Welfare Trust Fund to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of the Union and who were members in good standing of the Union during the five-year period immediately prior to their retirement date.

Section 7. Time For Payment To All Funds.

(a) The payments provided for herein are due and payable on or before the tenth (10th) day of the current month and are for hours worked in the preceding month. Contributions shall be made on a reporting form provided by the Trustees and must be filled in properly. Payments not received by the twentieth (20th) day of the current month shall thereupon become delinquent. Such delinquent Employer shall be assessed, by way of liquidated damages, for the additional expense resulting from the delinquency, and not as a penalty, ten percent (10%) of the amount due and unpaid or $200.00, whichever is greater, per Fund per month. In addition, all delinquent

contributions and/or liquidated damages shall bear interest at the rate of ten percent (10%) per annum from the date each was due until paid.

(b) Postmarks will not be accepted to show timely payment. Whenever the twentieth (20th) day of the month falls on a Saturday, Sunday or holiday, contributions received on the following business day shall be accepted as timely. Remittance checks not honored by the bank on the initial deposit because of "insufficient funds" shall be considered as non-payment and the Employer declared delinquent.

(c) If a legal action is filed to collect unpaid contributions or unpaid liquidated damages, the liquidated damages for any contributions still unpaid on the date the legal action is filed shall be increased to twenty percent (20%) of the contributions due. For any late contributions to be deemed paid prior to the filing of a legal action, the Trust Fund must have received cash, a cashier's check, a certified check, a money order or, in the case of an ordinary check, actual payment into the Trust Fund's account from the Employer's bank by the end of the last business day before the day on which the lawsuit was filed.

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

(e) When any Employer signatory to this Agreement becomes delinquent in the payment of wages, travel pay, fringe benefits and/or assessed liquidated damages in another area not covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

(f) In the case of any Employer who becomes signatory to this Agreement and is owing wages, travel pay, fringes and/or assessed liquidated damages in another area covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

Section 8. Audit.

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

(b) The parties agree that the following records are necessary for the completion of an audit pursuant to this section: Employer's quarterly tax returns to the State of California (California Forms DE-3 and DE-6), payroll journals, individual earnings records and time cards

for all employees, canceled checks, general check registers, check stubs, Forms 1096 and 1099 submitted to the United States Government, reports to all other Trust Funds, cash receipts journals, cash disbursements journals, invoices, contracts and any other records which the accountant deems necessary or relevant to complete the audit.

(c) In case an Employer fails or refuses to submit to an audit or confirm an audit appointment within seven (7) days following demand, the Trust Funds may file an action at law or in equity or, at the Trustees' option, may resort to the grievance and arbitration procedures set forth in this Agreement. Any Employer who refuses audit entry shall pay all the legal fees and costs necessary in obtaining the audit of such Employer.

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

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

(f) The purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer understands that the purpose of the audit would be defeated if he, she or it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Fund auditor, upon request, all of the aforementioned books and records maintained by the Employer.

(g) The parties agree that the auditor will only report items to the Trust Funds which may constitute a violation of this Agreement. Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

Section 9. Bonds.

(a) Should an Employer become delinquent in making monthly fringe benefit contributions, the Employer shall be required to post an indemnity bond through a recognized bonding company for one (1) year, or post a certified cashier's check for said year. The amount of the bond or cashier's check shall be double the average of the Employer's monthly contributions for the twelve (12) months prior to said delinquency, but not less than $2,500.00. The Employer shall be allowed to cancel the bond or cashier's check after one (1) year, provided that the Employer has no delinquencies during the one (1) year period.

(b) The indemnity bond shall be in a form as approved and acceptable to the Union and the Association.

(c) In lieu of a bond, the Employer may deposit a certified cashier's check with the Administrator of the Northern California Plasterers Health and Welfare Trust Fund.

(d) The indemnity bond or certified cashier's check shall indemnify for any assessment of wages, fringe benefits and/or liquidated damages, for violations of this Agreement or any other obligation as provided for in this Agreement, including attorneys' fees and/or audit fees necessary for collection of said assessments.

(e) If the indemnity bond or the certified cashier's check must be assessed due to the Employer's refusal or inability to pay amounts due, the Employer shall be considered as having defaulted. Before a defaulting Employer can resume operation under any name signatory to this Agreement, the Employer must reinstate his/her good standing by:

(1) Satisfying any and all obligations consistent with the terms of this Agreement and the provisions and stipulations of the indemnity bond; and

(2) Depositing an indemnity bond or certified cashier's check with the Union, in the amount as determined to be right and just by the Union and the Association, for a period of one (1) year.

ARTICLE VI - HOURS AND WORKING CONDITIONS

Section 1.

(a) The regular work week shall be forty (40) hours per week, Monday through Friday. The regular work day shall be eight (8) hours, commencing at 8:00 a.m., taking 12:00 noon to 12:30 p.m. for lunch, quitting at 4:30 p.m. Upon notification to the Union, an Employer may commence work at 7:00 a.m., taking 11:00 a.m. to 11:30 a.m. for lunch, and quitting at 3:30 p.m. All work performed in excess of eight (8) hours in a regular work day or in excess of forty (40) hours in a regular work week and up to eight (8) hours on Saturday shall be paid at the overtime rate of one and one-half (1½) times the rate of wages established by this Agreement. Any work performed after eight (8) hours on Saturday and any work on Sunday or on any holiday listed in this Agreement shall be paid at the double time rate. The Union reserves the right to regulate the working hours for any specified job that has an early/late starting time due to existing job conditions.

(b) **Holidays.** No work shall be permitted to be performed on the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Whenever one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as a holiday. Under no circumstances, save in extreme cases, as in saving lives or property, shall the employees work on Labor Day. "Designated off days" will be the Friday before Memorial Day and the Friday before Labor Day. The employee has the option to work on a "designated off day" at straight time if the employee requests to work. If the Employer requests that the employee work on a "designated off day," the work shall be paid at double time.

(c) The Local Areas shall have full power to approve all overtime work in their jurisdiction. Written permission from the Union must be obtained before any plastering work shall be permitted outside of the regular eight (8) hour, five (5) day week specified in Section 1 above. All overtime work must have twenty-four (24) hour approval of the Union.

(d) If a job must continue after the usual working hours and permission has been granted, the Journeyperson and Apprentice Plasterers shall be allowed thirty (30) minutes after 5:00 p.m., but not later than 6:00 p.m., for dinner and an additional break of thirty (30) minutes every four (4) hours thereafter, and the wages shall be continuous. All employees on said overtime job or project shall continue on said job or project until its completion. There shall be no discharge of any portion of any crew employed on a job or project that has been approved for overtime.

(e) **Shift Work.** Where construction conditions warrant, there shall be a pre-job conference to set rotation of shifts, hours and overtime provisions and related items peculiar to such job or operation. No less than two (2) shifts shall be worked in any twenty-four (24) hour period. The wages for shift work shall be as follows:

DAY SHIFT	For 8 hours' work, 8 hours' pay at the straight time rate.
SWING SHIFT	For 7½ hours' work, 8 hours' pay at the straight time rate.
GRAVEYARD SHIFT	For 7 hours' work, 8 hours' pay at the straight time rate.

(f) **Show Up Time.** Any Plasterer who reports to work at the regular starting time but is given no work shall receive not less than two (2) hours' wages, plus travel expenses. The above shall not be enforced if the employee is under the influence of alcohol or drugs or is prevented from working by circumstances beyond the Employer's control.

(g) **Pay Day.** All Plasterers shall be paid once a week on or before 4:15 p.m. on Friday on the job where he/she is working. If an employee does not receive his/her wages when due, he/she shall receive pay at the regular rate of wages for each working hour until paid. The Employer has the right to end its payroll week at 4:30 p.m. on Wednesday, but not more than three (3) days prior to the end of the work week.

(h) **Bounced Payroll Checks.** Whenever an Employer's payroll check is returned from the bank because of "insufficient funds," said Employer, upon notification, shall redeem said check by means of cash or money order. The Employer shall be assessed damages of one hundred dollars ($100.00) or twenty percent (20%) of the net amount of the check, whichever amount is greater.

(i) No Journeyperson or Apprentice Plasterer shall furnish any equipment other than the customary kit of Plasterers' tools which shall consist of hawk, trowels, pointing and margin

tools, scratchers, floats (wood, cork, rubber and angle), finish brush, level and other small tools necessary to achieve a finished product. All Journeyperson and Apprentice Plasterers shall be required to wear a white uniform.

(j) On a gun crew (scratching), there shall be a minimum of four (4) Plasterers working on and behind the gun. On a gun crew (browning), there shall be a minimum of five (5) Plasterers working on and behind the gun. Should a job or project not warrant the above stated ratio of Plasterers, the Employer shall call for a pre-job conference prior to starting the job or project to determine if the ratio should be changed.

(k) **Gun Pay.**

(1) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** All Plasterers working on and behind the gun shall receive five dollars ($5.00) per day over the scale.

(2) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** All Plasterers working on and behind the gun shall receive two dollars ($2.00) per day over the scale.

(l) **Swinging Scaffold Pay.**

(1) **Area No. 188 (Fresno), Area No. 224 (San Jose) and Area No. 337 (Monterey).** All Plasterers working on a swinging scaffold shall receive five dollars ($5.00) per day over the scale.

(2) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** All Plasterers working on a swinging scaffold shall receive three percent (3%) over the base hourly wage rate (not including vacation and dues check-off).

(m) Each Employer shall provide for the safety of his/her employees by complying with all Federal and State laws and building codes pertaining to the plastering industry.

(n) The Union agrees that it will place no limitation upon the amount of work that Journeyperson and Apprentice Plasterers may perform and shall not impose restrictions against the use of any tools or materials unless such tools or materials are injurious to the health and safety of the Journeypersons and Apprentices or reduce the quality of the work performed.

(o) **Parking.** Where parking is restricted within a three (3) block radius of the jobsite, the Employer shall pay all Plasterers for parking, upon presentation of a validated parking receipt. This section shall not apply where the Employer provides parking within the three (3) block radius of the jobsite.

(p) **Rest Periods.** Each Employer shall authorize and permit all employees to be given a minimum ten (10) minute coffee break or rest period for each four (4) hours, or major portion thereof, worked. This means that during a regular eight (8) hour work day, the employees must receive two (2) 10-minute breaks in addition to the mandatory 30-minute meal period. The rest

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

(q) **Clean-Up Time.** All Journeyperson and Apprentice Plasterers shall be allowed fifteen (15) minutes clean-up time prior to quitting time where the job warrants it.

(r) The Journeyperson on the nozzle shall not apply fireproofing materials for a period of more than two (2) hours without relief by another Journeyperson Plasterer. Any job using not more than eighty (80) sacks of fireproofing materials per eight (8) hour day is exempt from the provisions of this paragraph.

(s) There will be no plaster work of any kind let by piece or contract lump sum by an Employer directly with Journeyperson or Apprentice Plasterers.

(t) If work is missed during a regular work week, Monday through Friday, due to adverse weather conditions, an employee shall have the option to work for his/her Employer on Saturday at straight time pay, not to exceed forty (40) hours for the week.

Section 2. Foremen.

(a) **All Areas.** Where there is a crew of five (5) or more Plasterers, the Employer shall appoint a Foreman Plasterer prior to the commencement of the job.

(b) **Area No. 188 (Fresno).** Foremen shall receive two dollars ($2.00) per hour over the base hourly wage rate (not including vacation and dues check-off).

(c) **Area No. 224 (San Jose) and Area No. 337 (Monterey).** On crews of eight (8) or more Plasterers, the Foreman shall not be required to work with the tools. Foremen shall receive twelve dollars ($12.00) per day over scale.

(d) **Area No. 295 (Sacramento), Area No. 355 (Santa Rosa) and Area No. 429 (Modesto).** On crews of eight (8) or more Plasterers, the Foreman shall not be required to work with the tools. Foremen shall receive ten percent (10%) over the base hourly wage rate (not including vacation and dues check-off).

Section 3. Union Representatives and Stewards.

(a) Union representatives shall be permitted at all times to enter any place or location where any work covered by this Agreement is being, has been, or will be, performed. Where there are visitation restrictions imposed at the jobsite by entities other than the Employer, the Employer will use his best efforts to provide access to the site for the Union representatives.

(b) The Union reserves the right to appoint a Steward who shall be appointed from among the Journeyperson Plasterers employed on the job who are members in good standing of the Union. The Steward shall be permitted by the Employer to perform his/her duties during working hours, provided, however, that the Steward shall make every reasonable effort to perform his/her duties as promptly and expeditiously as possible.

ARTICLE VII - APPRENTICES

Section 1. The Association, the Employers and the Union recognize the need for apprenticeship training and to this end shall indenture apprentices in each of the trades employed in full conformity with Section 1777.5 of the Labor Code of the State of California.

Section 2. A committee of ten (10) persons, five (5) from management and five (5) from labor, is established as the Northern California Plasterers' Joint Apprenticeship and Training Committee (JATC or Apprenticeship Committee). All Apprentices registered through the Local Areas will be indentured to the Apprenticeship Committee. The Apprenticeship Committee shall see that all Apprentices abide by all rules governing their schooling and wages. Any and all grievances of Apprentices or their Employers shall come before the Apprenticeship Committee for settlement and both parties shall abide by their decision. The Apprenticeship Committee shall meet once a quarter at the time and place it determines.

Section 3. All applicants for apprenticeship shall serve a probationary period of one hundred eighty (180) days commencing with the first day of work for an Employer under this Agreement. At the end of the probationary period, if conditions are acceptable to both the Employer and the employee, said employee shall continue his/her apprenticeship with said Employer, subject to the conditions established by the JATC.

Section 4. Apprentice Plasterers shall receive the following percentages of the Journeyperson base hourly wage rate:

1st six months	50%
2nd six months	55%
3rd six months	60%
4th six months	65%
5th six months	70%
6th six months	75%
7th six months	80%
8th six months	95%

In addition, beginning with the 3rd six-month period, the Employer shall include vacation and dues checkoff at the full Journeyperson rate in the gross taxable wages of the Apprentice. In order to progress to the next wage rate, the Apprentice must have worked a minimum of seven hundred and fifty (750) hours and completed seventy-two (72) hours of class time in the previous six-month period.

Section 5. During the 1st and 2nd six-month periods, the Employer shall pay contributions for the Apprentice for health and welfare at the full Journeyperson rate, but no other fringe benefits. During the 3rd and 4th six-month periods, the Employer shall pay contributions for the Apprentice for all fringe benefits with the exception of pension and supplemental pension. Beginning with the 3rd six-month period, the Employer shall deduct vacation and dues checkoff at the full Journeyperson rate from the net pay of the Apprentice and pay said monies along with the fringe benefits. Beginning with the 5th six-month period, the Employer shall pay contributions for the Apprentice for all fringe benefits set forth in this Agreement at the full Journeyperson rate.

Section 6. When an Employer employs three (3) or more Journeyperson Plasterers and calls the Union for an employee or employees, the Union has the exclusive right to refer an Apprentice for employment and training should there be an Apprentice registered on the out-of-work list.

ARTICLE VIII - UMBRELLA CLAUSE

All hod carrier work performed by an Employer signatory to this Agreement, or subcontracted by such Employer at the site of the construction, alteration, plastering, or repair of a building or structure, shall be performed under the terms and conditions of the current Hod Carrier/Plaster Tender Collective Bargaining Agreement with the Local Union with jurisdiction over the jobsite that is affiliated with the Northern California District Council of Laborers of the Laborers International Union of North America. This umbrella clause will remain in full force and effect as long as there is reciprocity with the Hod Carrier/Plaster Tender Agreement(s) of the Northern California District Council of Laborers.

ARTICLE IX - WORK JURISDICTION

Section 1. Plasterers covered by this Agreement shall have jurisdiction over the following work, without limitation: All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, and corner beads when stuck, mechanically fastened or attached by any means. This includes the plastering and finishing of hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, skim coating (level 5) and all other methods, nail holes and bruises on wallboard and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

Section 2. All acoustic blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the Plasterers covered by this Agreement. Also the sticking, nailing, and screwing of all composition caps and ornaments shall be the work of the Plasterers. The preparing, scratching and browning of ceilings and walls when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same shall be the work of Plasterers covered by this

Agreement. The work of the Plasterers also includes: All phases of interior and exterior insulating foam systems from the cutting and sticking of the foam board out to a finished product. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, escapsulation and all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels.

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

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

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

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

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

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

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

Section 10. Plasterers shall perform casting as follows:

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

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

(c) Moldings clustered with enrichment may be cast.

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

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

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

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

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

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

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

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

Section 12. The Employers and the Union agree to be bound by all of the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the "Plan").

ARTICLE X - WORK PRESERVATION

Section 1.

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and all work covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, or any of its officers, directors, owners, partners or stockholders, exercises either directly or indirectly, such as through family members, any significant degree of ownership, management or control, that other business entity will be bound to this Agreement and will pay its employees wages and fringes in an aggregate amount equal to that required under this Agreement.

(b) All charges of violations of Section 1(a) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided for in this Agreement. As a remedy for violations of this Article, the Joint Conference Board is empowered, at the request of the Union, to require an Employer to pay the Union the difference between the wages and fringe benefits actually paid by the other business entities as defined in Section 1(a) and the amount required to be paid pursuant to Section 1(a) of this Article, plus interest at the prime interest rate. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of Section 1(a) nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.

(c) If, as a result of violations of this Article, it is necessary for the Union to institute court action to enforce an award rendered in accordance with this Article, or to defend any action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union, plus costs of the litigation, which have resulted from the bringing of such court action.

Section 2. None of the work covered by this Agreement which is to be performed at the site of construction, alteration, plastering or repair of any building, structure or other work shall be subcontracted, except to an Employer which is signatory to or otherwise party to this Agreement. Any Employer violating the requirement of this section shall pay to the employees registered for employment on, and next entitled to dispatch from, the out-of-work list of the Local Area with jurisdiction over the jobsite, the wages and other benefits to which they would have been entitled, and to the Trust Funds the contributions which would have been due to them, upon the hours which would have been worked by said employees but for the violation.

Section 3. The fabrication or preparation of all materials, structures or component parts of structures involving work within the jurisdiction of the Union as defined in this Agreement, which has normally and traditionally been done at the jobsite by employees covered by this Agreement shall continue to and must be performed by the employees covered by this Agreement. No employee may be discharged, laid off or otherwise disciplined for refusing to install any such materials, structures or component parts of structures which have been fabricated on or off the jobsite by employees receiving wages, hours or other conditions of employment less favorable to employees than the wages, hours or other conditions of employment provided by this Agreement.

Section 4. It is the intent of this Article to protect and preserve for the employees covered by this Agreement, all of the work which has normally and traditionally been performed by Plasterers represented by the O.P. & C.M.I.A. and to maintain the wages, hours and other conditions of employment they have enjoyed with respect thereto.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. During the term of this Agreement and so long as neither party is in violation of any of the provisions of this Agreement, there shall be no strikes or lockouts.

Section 2. It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for the uniform interpretation and application of the provisions of this Agreement, the parties hereto shall establish the Joint Conference Board.

Section 3. Whenever an alleged violation of this Agreement, or any dispute concerning the meaning, interpretation or enforcement of this Agreement, exists between the Union and any Employer and/or the Association, the Union, the Association or an Employer may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievant's understanding of the dispute. The other party, not later than five (5) working days after receipt of said grievance, shall serve a statement of its understanding of the dispute on the grievant.

Section 4. If the parties cannot resolve the grievance within ten (10) working days after the filing of the grievance, the Joint Conference Board shall be constituted and take jurisdiction. The Joint Conference Board shall consist of two (2) representatives selected by the Union, each of whom shall be a member of one of the signatory Local Areas, and two (2) representatives selected by the Association, each of whom shall be a member of the Association and/or an Employer signatory to this Agreement. The Joint Conference Board shall select a Chairperson and a Secretary from its membership.

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

Section 6. If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any grievance within five (5) working days after hearing the grievance, it shall lose jurisdiction thereof and the members of the Joint Conference Board shall choose an impartial Arbitrator to decide the matter.

Section 7. If the Joint Conference Board cannot, or does not, agree on an Arbitrator within ten (10) working days after it has lost jurisdiction to decide the case, the Chairperson or Secretary of the Board, or the party aggrieved, whether the Union, the Association, or an Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

Section 8. The Arbitrator's decision shall be final and binding on all parties.

Section 9. The cost of any arbitration, including the expense of employing an Arbitrator, employing a court reporter and obtaining a transcript for the arbitration, shall be borne equally by the Employer and the Union.

Section 10. Under no circumstances shall the Joint Conference Board hear a grievance by an employee against an Employer unless said grievance was brought to the attention of the Union and the Employer within ten (10) working days of the date that the employee first knew or, in the exercise of reasonable diligence, should have known, of the facts giving rise to the grievance, provided, however, that a grievance involving the rights of employees represented by the Union as a class, as distinguished from the rights of an individual employee, shall be limited only by the applicable statute of limitations.

Section 11. After the Joint Conference Board or the Arbitrator issues a decision, said decision shall be immediately placed into effect and work thereafter shall continue in accordance with this Agreement and the provisions of said decision. If an Employer fails to comply with the decision of the Joint Conference Board or the Arbitrator, as the case may be, it shall not be a violation of this Agreement for the Union to strike said Employer, to refuse to supply employees for the jobs of said Employer and/or to withdraw employees from the job or jobs of such Employer.

Section 12. Employer Violations. In the event of a violation of the hiring procedure or overtime clauses of this Agreement or a violation of Uniform Building Codes, the amount of damages sustained by a violation or breach would be impractical or extremely difficult to fix by way of actual damages. Therefore, it is agreed that the Employer shall pay, as liquidated damages, the sum of fifty dollars ($50.00) for each violation for each day the violation continues in addition to any monies due to any employee or to the Trust Funds or for any special damages that may be proved, said sum to be paid within forty-eight (48) hours.

ARTICLE XII - QUALITY CONTROL

Section 1. All work, curing, application and treatment of any and all plaster and/or plaster materials shall conform at least to the building code of the community in which it is located, to the specifications of the job, to the minimum standards set herein, and must be done in a workmanlike manner.

Section 2. All grounds, vents, cornerbeads, light receptacles, aluminum trim, sidewalks, patios, fireplaces, water tables and any other surface to which plaster abuts, must be reasonably straight, evenly margined, tooled and cleaned.

Section 3. The tool known as the L.A. scratcher shall not be used as the final procedure in the application of a scratch coat of cement or plaster by either the Employer or the employees. The final procedure of scarifying shall be done with a wire scarifier.

Section 4. The Employer shall furnish the following tools: rods, featheredges, dash brushes and darbies. The Employer shall also furnish the following EIFS tools: floats, raspers, utility blades and special reveal tools.

ARTICLE XIII - GEOGRAPHIC AND MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modification to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Employers.

ARTICLE XIV - MOST FAVORED NATIONS CLAUSE

Section 1. No Employer party hereto shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than any other Employer employing employees on similar work on the same job or project under this Agreement.

Section 2. Special Project Agreements.

(a) The Union reserves the right to enter into Project Agreements with Employers who are signatory to this Agreement which contain working conditions, including wages, fringes or hours, more favorable to the Employer than those provided herein. In that event, except as provided herein, all Employers signatory to this Agreement shall have the right to substitute the more favorable terms and conditions. When a Project Agreement is entered into by the Union, the more favorable terms and conditions which may be applied by the Employers shall be limited to the specific job or jobsite.

(b) In order to avoid misunderstandings or disputes, the Union agrees to immediately notify all signatory Employers of any agreement entered into which contains more favorable terms and conditions than this Agreement, or a modification of this Agreement which has the same effect. Included in such notification shall be the name of the general contractor and, as the case may be, the name of the job or jobsite involved. Any disputes arising in regard to the granting of any Project Agreements shall be referred to the Joint Conference Board and those procedures contained therein shall govern.

ARTICLE XV - SAVINGS CLAUSE

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

ARTICLE XVI - TERM, TERMINATION AND RENEWAL

This Agreement shall remain in full force and effect until midnight June 30, 2009, and shall be renewed from year to year thereafter unless either party to this Agreement gives written notice of termination to the other at least sixty (60), but not more than ninety (90), days prior to the expiration date of this Agreement or any extension, modification or successor Agreement then in effect. Notice to the Association shall be deemed notice to each of the Employers who are members of the Association and/or who have delegated their bargaining authority to the Association at the time of such notice.

ARTICLE XVII - NEGOTIATIONS

Section 1. The foregoing Agreement constitutes the entire contract between the Association and the Union, and no additions, alterations or modifications shall occur herein without the voluntary, mutual consent of such parties, during the period of this Agreement, provided, however, that either of such parties may call for a conference on voluntary changes during the life of this Agreement, and both such parties shall thereupon meet to confer on such changes and, if agreement is reached, such agreements shall become a part of this Agreement.

Section 2. The Union shall have the sole power to amend and incorporate into this Agreement the following: 1) the new assigned Local number and the total jurisdiction of the Local; 2) list all Locals as sub-areas of the new Local with individual jurisdiction; 3) add other Locals to this Agreement with separate wage/fringe packages; 4) add the Contractor Associations from the other now existing areas that become signatory to this Agreement; 5) adjust the wages and/or fringes within the total wage/fringe package of any Local Area. All signatory contractors shall be notified within fifteen (15) days of any and all changes under this Section.

Section 3. The Employers bound by this Agreement shall be bound by the results of negotiations between the Union and the Master Plasterers' and Lathers' Association of Fresno, Tulare, Kings and Madera Counties with respect to work performed within Area No. 188.

Section 4. The Employers bound by this Agreement shall be bound by the results of negotiations between the Union and the South Bay Plastering Contractors Association with respect to work performed within Area Nos. 224 and 337.

Section 5. The Employers bound by this Agreement shall be bound by the results of negotiations between the Union and the California Lathing & Plastering Contractors' Association, Sacramento Chapter, Inc. with respect to work performed within Area Nos. 295, 355 and 429.

The foregoing Agreement, consisting of twenty-six (26) pages, constitutes the LABOR AGREEMENT between the South Bay Plastering Contractors Association and the Operative Plasterers' and Cement Masons' Local Union No. 300 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO, effective July 1, 2005 through June 30, 2009.

SOUTH BAY PLASTERING CONTRACTORS ASSOCIATION

By: _____

Title: Acting President

Date: 7-22-05

OPERATIVE PLASTERERS' AND CEMENT MASONS' LOCAL UNION NO. 300 OF THE OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, AFL-CIO

By: _____

Title: Business Rep - Area 224

Date: 07/22/05

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