

PLASTERERS' AGREEMENT

This agreement entered into by and between, Operative Plasterers' and Cement Masons' Local Union 109 hereinafter referred to as the Union, and the Plastering Contractors Association or other employer signatory hereto, referred to hereinafter as the Employer, and shall become effective June 1, 2022, and remain in full force and effect until May 31, 2026. This Agreement may be terminated sixty (60) days prior to the expiration date by notice in writing by either party to the adverse party. This Agreement is made for the purpose of preventing strikes, and lockouts and to bring about peaceful adjustment of any disputes, which may arise from time to time between the Party of the First Part and the Party of the Second Part during this term of Agreement. This Agreement shall cover all building construction.

ARTICLE I

Section 1. GEOGRAPHIC JURISDICTIONAL AREA. Each party to this Agreement represents the proper contract sources in the Building Industry in Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas, and Wayne Counties, for the purpose of wage rates certified with The Department of Industrial Relations and the Davis Bacon Section of the Labor Department.

Section 2. RECOGNITION AND SECURITY. The employer signatory hereto hereby voluntarily recognizes the union who is signatory hereto as the sole and exclusive bargaining representative per Section 9(a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined in the Collective Bargaining Agreement, of all the employees of the employer who perform work that is covered by this agreement and who are members of the union on the effective date of this agreement and they shall be required to remain members of the union as a condition of employment during the term of this agreement. New employees who perform work that is covered by this agreement shall be required to become and remain members of the union as a condition of employment for and after the seventh day following the dates of their employment or the effective date of this agreement whichever is later. The employer shall discharge any employee who fails to maintain his membership in the union as required by this article.

Section 3. The Union recognizes the Employer as the sole and exclusive agent for management who are signatory for the purpose of negotiating, executing, and administering agreement pertaining to wages, hours, and other terms and conditions of employment on any and all work described herein.

Section 4. WORK FORCE. The Employer, party to this Agreement, when engaged in work within the jurisdiction covered by this Agreement, shall employ not less than 50 percent of the workmen from the membership of Local 109.

Section 5. RIGHT TO RECALL. Prior to hiring any new employee the Employer shall recall any former employees in the plastering industry who have been laid off or terminated due to military service and who reside within the jurisdiction of the Union, and who, within one (1) year prior, have worked at the project for which the Employer is hiring. The Employer shall ascertain the availability of such employees from the Union.

ARTICLE II

GRIEVANCE AND ARBITRATION

Section 1. The parties agree that all disputes concerning the interpretation and application of the terms of this Agreement shall be resolved by the following procedure:

- (a) There shall be no stoppage of work except for nonpayment of wages or fringes, and an earnest effort shall be made by the Employer and the Union to reach an accord regarding the intent of the terms and conditions of this Agreement. If an agreement is reached at this stage, it shall be final and binding on the signatory parties to this Agreement.
- (b) If the dispute cannot be resolved within fourteen (14) days of the date of the occurrence giving rise to the dispute, the Employer/Union shall notify the other of the dispute in writing. An earnest effort will be made between the Employer and business representative to settle the matter at this level.
- (c) If the dispute cannot be resolved in (b), then within forty-five (45) days of the date of the occurrence, the Employer/Union may refer the dispute to arbitration and by requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel of arbitrators, the parties shall promptly meet to select an arbitrator. If the parties are unable to agree on an arbitrator, they shall alternately strike a name from the panel until one (1) name remains who shall be the arbitrator. The arbitrator's decision shall be issued within thirty (30) days of the hearing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE III

Section 1. HOURS AND PAY. Eight hours shall constitute a day's work, Monday through Friday inclusive. Normal starting time shall be 8:00 A.M. Wages shall be due in cash or payroll check with name, rate, hours and deductions clearly recorded on the stub or

envelope on Wednesday before quitting time. Not more than three (3) days pay shall be withheld by the Employer.

- (a) A special condition to the above may apply to a fireproofing shift of four (4) days at ten (10) hours each at regular pay provided employers and employees mutually agree.

Section 2. SHIFT WORK.

- (a) No shift work will be allowed unless the men employed on the second and third shifts receive the full eight hours pay; half shifts and skeleton crews will not be allowed to complete the job, but the man on the first or second shift shall finish the remaining work over eight (8) hours, at the overtime rate, if there is not sufficient work for a full second or third shift.
- (b) When it is necessary to work more than one shift, Plasterers employed on the second and third shifts shall be paid the regular rate governing their employment, provided the hours of employment does not exceed forty (40) hours in any one week, or eight (8) hours in any one day.
- (c) Before starting a shift job, the employee shall notify the Local Union Office.

Section 3.

- (a) The Business Representative of the Local Union shall have the right to inspect the pay checks of any Plasterer on request.
- (b) Wages shall be due and payable in payroll checks or cash, with a stub or record showing clearly the rate, hours, deductions, withholding tax and Employer's and Employee's name complete. The Union reserves the right to ask for cash payment, after any Employer issues checks in payment of wages without sufficient funds covering those checks.
- (c) Employees who do not receive wages on pay day may claim waiting time, not to exceed one day's wages. Such waiting time to apply only to regular working hours except that two hours may be allowed after the regular working hours on the day on which pay was due.
- (d) It is agreed that when an employer fails to pay his employees on pay day, or fails to pay fringes timely, the union may order the employees to stop work until full payment is made, and the union shall have the right to remove all employees from the job until such time as all back wages, waiting time, and fringes, which are due and owed are paid in full. Such stoppage or removal of employees shall not be considered to be a violation of any other provision of this agreement. In addition to the foregoing, the Union may engage in

picketing, or other forms of publicity, until such time as the delinquencies owed by the employer are paid in full. This paragraph shall be operative notwithstanding any other provision of this agreement.

Section 4. OVERTIME

- (a) All work performed on Saturday will be paid at one and one half times the hourly rate. Except that for exterior work exclusively, Saturday may constitute a make-up day at regular rate for a day missed due to inclement weather. This make-up day provision shall not be mandatory nor shall an employee be discriminated against because of personal or religious reason for not being able to work on Saturday.
- (b) All work performed on Sunday and on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be paid at two times the hourly rate. If any of the holidays in the preceding sentence falls on a Sunday, it shall be observed on the following Monday.
- (c) All work performed by the employee in excess of the regular work day shall be paid for by the employer at one and one half (1 1/2) times the hourly rate.

Section 5. SPECIAL RATES. Employees required to work from a swinging scaffold shall receive an additional \$2.00 per day.

ARTICLE IV

Section 1. WORK RULES. Plasterers and Apprentices will be entitled to a ten minute coffee break on the job site between the working hours of nine and eleven (9 & 11) o'clock A.M. and two and three (2 & 3) o'clock P.M.

Section 2. The employer agrees to pay the parking fee on presentation of a stub for the downtown area. Limited to \$1.50 per day.

Section 3. No employee shall be discharged except for just cause. When employees are discharged or laid off, they shall be given at least fifteen (15) minutes notice and paid in full.

Section 4. All scaffolds shall not be more than eighteen (18) inches from walls, however, a reasonable distance from the wall shall be cleared to permit men to do their work.

Section 5. Tools will be cleaned during regular working hours but not sooner than ten (10) minutes before quitting time.

Section 6. Employees shall not be permitted to work in any building unless windows and doors are in and adequate heat provided, as necessary, nor shall they be permitted to work

under unsafe or unsanitary conditions, or for employers who fail to carry Workers' Compensation Insurance, Social Security and to comply with the provisions set up in the Standard Code of Specific Requirements of Safety as established by the Industrial Commission of Ohio and OSHA. All scaffolds must be erected according to specifications of the State Code.

Section 7. It shall not be a violation of this Agreement and it shall not be cause for discharge, discipline or replacement in the event an employee refuses to enter upon any property where a picket line has been established by an International Union affiliated with the Building Construction Trades Department of the AFL-CIO or a local Union thereof or the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of American, or a Local Union thereof.

Section 8. All work on a job will be divided between employees on that job, as equally as possible.

Section 9. No employee shall be required to operate the nozzle of a spray gun or a plastering machine for more than five (5) hours per day, or more than one (1) hour without relief. Two Plasterers will always man this operation. The Plasterer relieved of the spray gun will then perform other work tasks assigned by the foreman.

Section 10. TRAVEL EXPENSE. It is hereby agreed by the Parties that no travel pay will be paid to any job site within the geographical jurisdiction of Local #109.

Plasterers and Apprentices sent beyond geographical jurisdiction of Local #109 shall receive twenty-five (\$.25) cents per mile both ways after leaving the geographical jurisdiction, plus forty (\$40.00) dollars per day expense if requested to remain out of town, which shall be greater than sixty (60) miles beyond the geographical jurisdiction of Local #109. In addition to the travel expense, any employee traveling from one job to another shall be paid his regular rate of pay during such transfer.

Reimbursement for traveling beyond the jurisdictional limitations shall be mutually agreed upon between employees and employer as to actual expenses incurred.

Section 11. The Business Representative of the Union shall be allowed to visit jobs during working hours to interview the Employer, Steward, or Employees at work..

Section 12. The Employer shall furnish proper tools and special tools including straight edges, feather edges, darbys, all power tools, lights and mixing paddles.

Section 13. The Employer shall carry Workers' Compensation Insurance and Unemployment Insurance and current copies of Workers' Compensation certificates shall be filed with the General Contractor.

Section 14. The Employer agrees to furnish all materials.

ARTICLE V

WORK JURISDICTION AND SUBCONTRACTING

Section 1. The work jurisdiction claimed and assigned to the plasterer and as covered by this Agreement shall include but is not limited to the following:

1. The application to any surface with Tuf-Con, Hard-Coat Plasterweld, Thoroseal, Ironite or any similar product.
2. Drywall taping and finishing.
3. All phases or operations of conventional plastering. All stucco applications regardless of any material or product.
4. Application of any covering or coating of insulation board with any product or other interior or exterior board and application regardless of product and of any exterior or interior insulation material regardless of fastening or adhesive method.
5. Spray-on or hand applied fireproofing materials, acoustical material and any decorative or other final finish material.

A grace period shall be given to all contractors to obtain a qualified/certified plasterer to operate equipment as required and as agreed upon by both the union officials and contractors. If necessary and if agreed upon by both parties, the contractor and the union shall split the cost associated with sending a plasterer to specialized training not offered by the Union Hall.

Section 2. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (including but not limited to management, control, or majority ownership through family members), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 3. All charges of violations of Section 2 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and arbitration. As a remedy for violations of this Article, the Arbitrator shall be able, at the request of the Union, to require a contractor to pay 1) to affected employees covered by this Agreement, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Trust Funds to which this

Agreement requires contributions any delinquent contributions that resulted from the violations. The Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

Section 4. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

ARTICLE VI

Section 1. FOREMAN CLAUSE. On any job where three (3) or more Plasterers are employed, the Employer shall appoint a competent foreman who shall receive one dollar (\$1.00) per hour above the Journeyman scale. The foreman shall be a member of Local #109.

Section 2. STEWARDS. The Union shall have the right to appoint a qualified plasterer as Steward by the Business Agent from the men on the job. Next to the Foreman, he shall be the last man laid off. It will be his responsibility to protect the jurisdiction of the Union, report any violations of this Agreement to the Business Representative and shall not be discriminated against for the performance of his duties. The Union reserves the right to replace any Steward who is found derelict of his duties.

ARTICLE VII

APPRENTICESHIP

Section 1. CONTRIBUTIONS. Effective June 1, 2019, the Employer agrees to contribute the sum of forty cents (\$.40) per hour for each hour worked by all employees to the Plasterers 109 Joint Apprenticeship Trust Fund. The payments shall be made by the 15th day of the month following the month in which the work was performed and in accordance with the provisions of Article IX.

Effective June 1, 2019 the **International Training Fund (ITF)** contribution rate shall be six cents (\$.06) per hour.

Section 2. WAGE RATE FOR APPRENTICES.

The Apprentice rates shall be:

1st YEAR.....70% OF JOURNEYPERSON RATE
2nd YEAR.....80% OF JOURNEYPERSON RATE

3rd YEAR.....90% OF JOURNEYPERSON RATE

These rates are based on the Journeyman Plasterers' wages per hour.

Section 3. Any apprentice who fails to comply with the Apprenticeship standards, the rules and regulations of the Joint Apprenticeship Committee or who fails to attend school as required, shall be discharged or disciplined by the employer immediately upon receipt or notification to such effect from the Joint Apprenticeship Committee. An individual so discharged or disciplined, if he/she believes that the facts upon which his/her discharge was based are untrue, may challenge such facts by filing a written statement with the Joint Apprenticeship Committee within three (3) working days from the date of discharge or discipline and within five (5) working days thereafter, a hearing shall be held before the Joint Apprenticeship Committee for the purpose of passing upon the claim of such individual.

Section 4. Neither the Union nor the Employer shall incur any liability for discharge or discipline of an apprentice should the Joint Apprenticeship Committee be proved wrong for their actions against an apprentice.

Section 5. The Local Union will increase the number of Apprentices consistent with future requirements of the industry. Apprentices are not to exceed one (1) per Employer where at least one (1) Journeyman is employed. Employer's that employ five (5) or more Journeyman may hire a second Apprentice.

ARTICLE VIII

WORK STANDARDS

Section 1. The Employer agrees to perform all work in accordance with the Material Manufacturer's Specifications, to furnish the best grade of tools obtainable for the industry and to execute all work in accordance with the provisions of this Agreement, and pledge his help and support in promoting plastering of fine quality. "The Union" and the Employer will endeavor to meet from time to time to discuss promotion, new materials, systems, and or problems concerning the Plastering Industry.

Section 2. Acoustical plaster is to be applied to a uniform thickness of one-half inch over a base coat of gypsum plaster. A full scratch coat and brown coat are required over metal lath. Rock lath and masonry bases to provide proper rigidity, strength, and a solid base for acoustical plaster.

Section 3. The following tools must be carried by all plasterers and apprentices: hawks, trowels, pointing trowel, angle-paddle, rubber float, angle float, appropriate taping tools, browning brush, and white-coat brush, the bristles of which must be at least two and one-half (2 1/2) inches in length and six (6) inches wide.

Section 4. All lathing and plastering materials and workmanship shall be in strict compliance with the nationally recognized standard for lathing and plastering, which will be furnished by the General Executive Board of the OPCMIA.

Section 5. Realizing that the construction industry has developed many new designs, methods, techniques and material for modern construction, it is fully recognized that lathing and plastering must be kept attuned to the ever changing construction industry. To that end all craftsmen and contractors must cooperate in the development of new materials, techniques, equipment, etc., and use them without restraint when their value has been established by the General Executive Board of the OPCMIA.

Section 6. When plasterer moulding is run in place on the job the screed shall be straight and a line struck on which to fasten running strip. When moulding is on ceiling said line shall be struck on ceiling on which to set moulding. All curved moulding to be free of jumps. All moulds must be made by practical plasterers covered by this Agreement. Miters shall be installed with the use of recognized mitering tools. Dutch planes are not to be used.

Section 7. Under no consideration shall Employees be permitted to use gypsum on outside of buildings or on basement walls.

ARTICLE IX

FRINGES AND DUES CHECK-OFF

Section 1. CONTRIBUTIONS - HEALTH & WELFARE. Effective June 1, 2019, the Employer agrees to contribute the sum of eight dollars and nine cents (\$8.09) per hour for each hour paid to each employee covered by the terms of this Agreement to the Ohio Conference of Plasterers' & Cement Masons' Health & Welfare Fund.

Section 2. CONTRIBUTIONS - PENSION AND ANNUITY. Effective June 1, 2019, the Employer agrees to contribute the sum of six dollars and ninety cents (\$6.90) per hour for each hour paid, to the Plasterers' & Cement Masons' Local 109 Pension Fund and effective June 1, 2019, the Employer agrees to contribute the sum of three dollars and seventy five cents (\$3.75) per hour for each hour paid, to the Plasterers' & Cement Masons' Local 109 Profit Sharing Annuity Plan.

****For the life of this Contract, (2022 - 2026) all Parties agree to fund the Pension to (a) level recommended by the Actuaries' projections for the overall improvement of the Pension Plans health.**

Section 3. CONTRIBUTIONS - APPRENTICESHIP FUND

See Article VII.

Section 4. DEDUCTIONS - UNION DUES. It is hereby agreed by the parties that five percent **(5.0%) of the Total Package (wages plus fringes) per hour based on Hours Worked** shall be deducted from the Journeyman and Apprenticeship wages. It is further agreed that the Dues Check-Off be deducted weekly and forwarded once a month to the Ohio Conference of Plasterers' & Cement Masons Health and Welfare Fund on the combined monthly reporting form.

Section 5. MONTHLY REPORTS. Report forms and payments for all fringe benefits and deductions required to be paid by the Employer pursuant to this Agreement and (hereinafter collectively referred to as "contributions or fringe benefit payments") shall be consolidated to a single form, with a single check sent to the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund for all fringe benefits and deductions. The reporting forms shall, among other data required to be furnished by the Employer, name and employees, their social security numbers, and area in which they worked, and the number of hours paid to them by the Employer. If any Employer does not have any employees to contribute upon, he shall report that information by marking the appropriate box on the reporting form. All fringes on premium time will be paid at premium rate.

Section 6. Should the said Health and Welfare and Pension, Annuity Plans and/or Apprenticeship Employer Contributions be dropped for any reason by agreement of parties signatory to this Agreement, the Employer shall immediately add the contributory sums specified in the Agreement to the Employees' hourly rate.

It is further agreed to deduct from the wage package any future increase in the fringe benefits or contributions to new or existing programs following a thirty (30) day notice in writing from the Union.

Section 7. DUE DATE CONTRIBUTIONS. All contributions under Article IX are due and payable in full on or before the 15th of the month following the month in which the employees covered by this Agreement performed work for a contributing employer. If the contributing employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is cancelled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day) it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the participating employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the contributing employer causes the fringe benefit payments to be delivered to the designated office, it shall be stamped as to the date, time and receipt, and if it is receipted on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day) it shall be deemed timely paid.

Section 8. DELINQUENCY DEFINED. A contributing employer shall be considered to be delinquent in the payment of contributions if he (a) fails to submit a contribution

reporting form, and the contributions detailed therein by the close of business on the due date, or (b) fails to submit contributions on behalf of all employees for whom contributions are required by the underlying collective bargaining agreement, or (c) fails to compute properly the contributions according to the required contribution formula specified in the underlying collective bargaining agreement.

Section 9. AUDIT. Trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund or any other trust fund or its designated representative shall have the authority, at the expense of that trust fund to audit the payroll records and books of a contributing employer, either directly or through a qualified public accountant, as it may deem necessary in the administration of that trust fund or any other fund for which contributions are paid to the depository Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund. Such a payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

Whenever a payroll audit is authorized, the contributing employer shall make available to the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund or any other trust fund its trustees or person designated by them its payroll books and records as it pertains to persons covered under the collective bargaining agreement as well as any other records of the employer which the trustees deem necessary to determine the amount of contributions and the accuracy of contributions or to determine which employees for whom contributions are due.

In the event the payroll audit discloses that the contributing employer has not paid contributions as required by the underlying collective bargaining agreement, the employer shall be liable for the cost of the audit. The trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund shall have authority, however, to waive all or a part of such costs for good cause shown.

In the event the trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund or any other trust fund determine that the employer has violated the provisions of this agreement in his method of computation of contributions, or if adequate records are not made available to allow the trustees or its designated representative to make a determination in that regard, the person or persons conducting said audit may determine delinquency by dividing each employee's gross compensation by the applicable hourly rate of pay and the quotient from that calculation shall be multiplied by the applicable fringe benefit contributions required to be paid under the agreement and the amount so determined shall be paid within 48 hours after the employer receives written notice.

Section 10. LIQUIDATED DAMAGES. Any employer failing to make the contributions in Article IX to the depository Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund by the due date shall in addition to the hourly contributions be required pay his liquidated damages for the failure to make sure timely payments an amount equal to ten percent (10%) of all contributions and deductions remaining unpaid plus interest at the rate of one and one-half percent (1 1/2%) per month on the contributions remaining unpaid

(including amounts due as liquidated damages thereunder) with a minimum payment of one hundred (\$100.00) dollars since it is understood and agreed the damages resulting from late payments are substantial and are difficult, if not impossible to ascertain. The trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund in their sole discretion may waive the aforesaid liquidated damages for minor or inadvertent delinquency. The trustees shall not be bound by any precedent or practice pertaining to the assessment or nonassessment of liquidated damages for any particular employer in the past.

Section 11. PAYMENT OF MEDIAL EXPENSES. The employer agrees that if his delinquency in the payment of fringe benefits to the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund, in whole or in part, has caused any employee to lose or fail to gain eligibility under the Health & Welfare Program and said employee has personally incurred any medial expenses or hospital expenses for himself or his dependents, the employer shall be liable to the employee for and shall pay such expenses and costs in addition to any delinquent amounts owed hereunder.

Section 12. NON-PAYMENT OF FRINGES. It is further agreed between the parties that the non payment of said contributions by the employer shall constitute a violation of this agreement. The Union shall be authorized to withdraw its members from the said employer until such time as said employer complies with the terms and conditions of this agreement. Such Violation shall constitute a waiver of any damages by reason of strike against such employer, and the employer hereby waives any rights under this contract arising out of such strike.

ARTICLE X

SECURITY BONDING

A Security Bond shall be required by all Employers covered by this Agreement for the effective purpose of insuring payment of authorized deductions for dues and vacation benefits and contributions to Health & Welfare and Pension and Apprenticeship.

All Employers shall comply with the following Security Bond minimum requirements. The Bond form shall be supplied to the Employer by the Union.

Number of Employees

| | |
|-------------|------------|
| 5 or less | \$2,000.00 |
| 6 - 10 | 4,000.00 |
| 11-15 | 5,000.00 |
| 15 and over | 6,000.00 |

The Bond shall provide that it may not be cancelled by either the Employer or the Insurance Carrier (Surety) without prior notice to the Union. Proof of the execution of the Bond in the form of an affidavit executed by the Insurance Carrier (Surety), shall be furnished to the Union by each Employer. Such affidavit shall show on its face that it may not be cancelled

by either the Insurance Carrier (Surely) or the Employer without prior notification to the Union.

In the event the Employer is unable to furnish a Security Bond through an Insurance Carrier acting as Surety, the Employer shall furnish a cash bond in the amount set forth above to the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund to assure the prompt payment of the deductions and contributions herein fore mentioned.

Provided, however, that those Employers who have employed members of the Union during the preceding 24 month period and have made all of the payments aforementioned without default, are hereby exempt from furnishing a security bond until such time when they become in default. Upon becoming in default, an Employer will be required to furnish a security bond, which will be released at the expiration of the first 24 month period during which there has been no default.

Any Employer who has ceased all employment within the jurisdiction of this Agreement shall be entitled to a release of the cash deposit, if applicable, upon the payment of all the aforementioned payments.

In the event of a violation of this Section by the Employer, the Union shall be authorized to withdraw its men from the said Employer, until such time as the Employer complies with the requirements of this Section.

The Employers consent to an examination of their pertinent payroll records with respect to individual Employees by the Trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administrative of the trust policies.

Upon release of the cash deposit to an Employer he shall also receive the interest earned on said cash deposit.

ARTICLE XI

WAGES AND FRINGE BENEFITS OF PLASTERERS

Section 1. COMMERCIAL AND INDUSTRIAL CONSTRUCTION

| | EFFECTIVE 6/1/2022 | EFFECTIVE 6/1/2023 | EFFECTIVE 6/1/2024 | EFFECTIVE 6/1/2025 |
|---------------------|-----------------------|--|--|--|
| Base Hourly | \$30.61 | \$1.60 per hour additional to be allocated | \$1.50 per hour additional to be allocated | \$1.50 per hour additional to be allocated |
| Health & Welfare | \$8.75 | | | |
| Pension | \$7.35 | | | |
| Annuity | \$4.75 | | | |
| Apprenticeship | \$.70 | | | |

| | | | | |
|-----------------------------|---------|---------|---------|---------|
| International Training Fund | \$.07 | | | |
| TOTAL PACKAGE | \$52.23 | \$53.83 | \$55.33 | \$56.83 |

LOCAL 109 DUES DEDUCTION 5% Of Total Package based on Hours Worked

Section 2. Any Employee working in a geographic jurisdiction other than as covered by this Agreement wherein wage rates and/or fringe benefit contributions are lower than wage rates and/or fringe benefit contributions required under this Agreement, said employees shall receive the rate of wages and/or fringe benefits required under this Agreement. If the wage rates and/or fringe benefit contributions of the other jurisdiction are higher than required under this Agreement, the employee shall receive that wage rate and/or fringe benefit contribution.

Section 3. Employees who report to work at the job site as requested by the Employer and are not put to work are to receive two (2) hours show-up pay. Employees who commence work shall receive at least four (4) hours pay. Employees receiving show-up time may be required to wait on the job site for two (2) hours unless discharged.

ARTICLE XII

BLANKET DISCLAIMER

It is mutually agreed that if any clause, term or provision of this Agreement is or is hereinafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other Board or agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative and of no effect without disturbing the other clauses, terms and provisions of this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

Whenever in this Agreement "Man" or "Him" or their related pronouns appear, either as words or parts of words, they have been used for representative purposes and are meant to include both male and female sexes.

ARTICLE XIII
TERM OF AGREEMENT

This Agreement represents a complete and final understanding on all bargain able issues between the Employer and the Union, and it shall be effective as of June 1, 2022, and remain in full force and effect, with any modifications and/or amendments, until May 31, 2026, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any

anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all provisions.

THE UNDERSIGNED, BEING PARTIES TO THIS AGREEMENT HEREBY CERTIFY THAT THEY HAVE READ AND AGREED TO ACCEPT SAME AND BE BOUND BY ALL THE TERMS AND PROVISIONS THEREOF.

NAME OF COMPANY

TELEPHONE # FAX #

STREET ADDRESS OR BOX NUMBER

CITY STATE ZIP CODE

AUTHORIZED REPRESENTATIVE SIGNATURE PRINT NAME/TITLE

DATE

OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 109
3975 South Hametown Rd.
Norton, OH 44203
(330) 724-1221

UNION REPRESENTATIVE DATE