

**AGREEMENT BETWEEN**  
**THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION**  
**AND**  
**PLASTERERS' LOCAL UNION NO. 132**  
**O.P. & C.M.I.A. (AFL-CIO)**

**EFFECTIVE June 1, 2016 through May 31, 2020**



**AGREEMENT BETWEEN**  
**THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION, INC.**  
**AND**  
**OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOC.**  
**LOCAL #132**  
**O. P. & C.M.I.A. (AFL-CIO)**

**Table of Contents**

ARTICLE I GEOGRAPHICAL JURISDICTIONAL AREA .....	3
ARTICLE II JURISDICTIONAL WORK AWARDS.....	3
ARTICLE III RECOGNITION AND SECURITY .....	5
ARTICLE IV HOURS AND WORK DAYS.....	6
ARTICLE V USE OF MATERIAL AND EQUIPMENT .....	8
ARTICLE VI WORKING RULES .....	8
ARTICLE VII SAFETY .....	9
ARTICLE VIII APPRENTICES.....	10
ARTICLE IX WAGES .....	11
PARKERSBURG-MARIETTA CONTRACTORS & TRADES EDUCATION & DEVELOPMENT FUND .....	14
CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION.....	15
PROMOTIONAL/MARKETING FUND .....	16
ARTICLE X BONDING.....	16
ARTICLE XI NATIONAL WORK RULES .....	17
ARTICLE XII .....	18
ARBITRATION AND GRIEVANCE.....	18
ARTICLE XIII BLANKET DISCLAIMER .....	19
ARTICLE XIV PRE-JOB CONFERENCE.....	19
ARTICLE XV EXPIRATION DATE.....	19
AGREEMENT OF PARTICIPATION .....	20

The Parkersburg-Marietta Contractors Association, referred to hereinafter as the "Association" and Operative Plasterers' and Cement Masons International Association, Local Union No. 132 (AFL-CIO), referred to hereinafter as the "Union".

This Agreement shall be effective from June 1, 2016 through May 31, 2020.

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein, through their authorized agents.

WHEREAS, the parties desire to stabilize employment in the Construction Industry-agree upon wage rates, hours and conditions of employment, and to minimize strikes, boycotts, lockouts and stoppage of work.

NOW, THEREFORE, the undersigned Association and the Union agree as follows:

## **ARTICLE I GEOGRAPHICAL JURISDICTIONAL AREA**

The provisions of this Agreement shall govern the relations by and between the Association and its members and the Union and its members and, in particular in this Agreement, plasterers coming under the jurisdiction of Local Union No. 132. The word "Plasterers" shall embrace all the branches of the trade coming under the jurisdiction of the Operative Plasterers' and Cement Masons' International Association, Local Union No. 132 (AFL-CIO), in the following geographical area: The Ohio Counties of Athens, Noble, Meigs, Monroe, Morgan, and Washington.

## **ARTICLE II JURISDICTIONAL WORK AWARDS**

SECTION 1. The terms of this Agreement shall bind the Employer and employee to the obligation and the right to perform the work awarded to the specific trade by the National Joint Board for Jurisdictional Awards, and any Memorandum of Understanding between the Union and any other International Union.

The awards include but are not limited to the following:

- (a) All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same also corner beads when stuck must be done by practical plasterers. This also includes dryvit, cota, and all such systems.

This includes the plastering and finishing with hot composition materials in vats, compartments or wherever applied, also plastering and finishing of all joints, nailholes, and bruises on wall board, regardless of the type of materials used: also the setting in place plasterboards, ground block, patent dots, cork plates, brown stone and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustical blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the Plasterer only. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo or tile shall be done by Plasterers of this Association allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material, and application or fire proofing materials whether by machine or manual to the same must be done by Practical Plasterers.

Practical Plasterers are craftspeople who are proficient in the use of the hawk and trowel and implements or tools of the trade.

- (b) The erection and removal of all scaffolds, including trussels and horses, used primarily by plasterers shall be done by the mechanics and laborers of this trade as directed by the employer, as described in the green book of the National Board for Jurisdiction Awards.
- (c) Local Union shall have the autonomy governing the mixing of all materials but shall not deviate from manufacturers' standards or the specifications of the American Standards Associations.
- (d) All casting must be done by properly qualified shop hands. 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, is recognized as the work of the Plasterer, except a base six inches or less. This does not include such patching and brushing covered in the scope of work of the Cement Masons as described in the O.P. & C.M.I.A. constitution.
- (e) Whenever corner beads are stuck on beams, arches, groin ceilings around windows, doorways, or any opening or any corner the sticking of same will be the work of the Plasterer.
- (f) All Cement Plastering shall be supervised and executed by the Plasterer on walls, over and above the six (6) inch base.
- (g) Plasterers claim all waterproofing or work included in their jurisdiction such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or the method application or color of materials used and regardless of the types of base these materials may be applied to.

SECTION 2. The mass "gauging" of all white coat lime putty finishes shall be the work of the plasterers.

SECTION 3. Journeymen Plasterers shall furnish for his own use the following tools and in good condition: Hawk, Trowels, Brushes, Floats of the type to do the work employed to perform, pointers hatchets and any such small hand tools necessary to perform the work of the trade. All Journeymen and Apprentice Plasterers will be required to wear standard plasterers' white clothing. Exceptions are weather apparel, or protective apparel, as required, by the Ohio Safety Act of the Federal Safety and Health Act.

## **ARTICLE III RECOGNITION AND SECURITY**

SECTION 1. Recognition - During the term of this Agreement, the Association hereby recognizes the Union as exclusive collective bargaining agent for all Plasterer craftsmen (within the territory stated in Article 1), and the Union recognizes the Association as the exclusive collective bargaining agent for all employers of Plasterer craftsmen (within the territory stated in Article 1), and it is mutually acknowledged that each has acted as such agent continually for more than the past twenty years, and that now and over such period, each has been so recognized by appropriate departments or agencies of both Federal and State Governments.

SECTION 2. Liabilities - It is mutually understood and agreed that no liability shall arise on the part of the Union by reason of an unauthorized act by a member of the Union. It is likewise understood that this Agreement is negotiated by the Association, acting as agent only for its members and employers of craftsmen (within the territory state in Article 1); and for any breach of this Agreement, the liability of an employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent, acting without liability for the acts of its individual members or other employers within the stated territory.

SECTION 3. Work Stoppage – There will be no strikes and/or work stoppages on account of Jurisdictional Disputes.

SECTION 4. It is mutually agreed that the contractors and the Union shall abide by all of the laws of the United States and the State of Ohio and lawful orders thereof in nondiscrimination and fair employment practices. The contractors and the union shall not discriminate against nor limit employment opportunities of any employee applicant for employment or applicant for Union membership or apprenticeship training because of race, color, religion, sex, age, national origin or ancestry.

SECTION 5. Management Recognition and Rights - The employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this agreement, the employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, suspension or discharge of employees for proper cause, lay-off or employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

SECTION 6. Assignment of Work – The Employer and the Union agree to abide by the procedures, rules, regulations and awards set down by the National Joint Board for the Settlement of Jurisdictional Disputes.

SECTION 7. This agreement shall bind all subcontractors while working for a Contractor upon whom this Agreement is binding. Any contractor who sublets any of his work must sublet same subject to this Agreement. If the Union shall furnish Plasterers to any contractor within the area stated in Article I upon any more favorable terms or conditions (including wage rates) than those

contained herein, the Union agrees that such more favorable terms and conditions shall be extended to all contractors after the particular case in question has been processed through the grievance procedure of Article X.

SECTION 8. It is stipulated and agreed by and between the parties to this Agreement that the Operative Plasterers' and Cement Masons' International Association, its officers and agents, by its acts in approving this contract as to form and substance, shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, Association is only for the purpose of indicating that the International Constitution and Bylaws and is approved as to form and substance for the purpose only and no other.

SECTION 9. All employers hereby agree that on any plastering contract signed by the, they will cooperate with Local Union No. 800 on any Jurisdiction awards rendered to the Union or its International.

SECTION 10. No member of any plastering contractor firm shall use the tools if the company, firm or partnership has more than four (4) plasterer employees on the firm payroll and working. Only one (1) member of the contracting firm or company shall be permitted to use the tools.

SECTION 11. All employees who are members of the Union of the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members in good standing of the Union as a condition of employment from and after the seventh (7<sup>th</sup>) day following the date of their employment or the effective date of this Agreement, whichever is later.

SECTION 12. All Contractors shall send a written report of all jobs they have contracted amounting to over \$500 each month to the Union office.

SECTION 13. The Business Representative shall be allowed on all jobs to see the Union steward during the regular hours. He shall appoint all stewards. Job and Shop Stewards shall be acceptable to the contractor and shall not have seniority rights over the Job Foreman. There shall be a Union Shop Steward on every job as needed. The Job Steward shall have seniority rights and priority of all overtime on that particular job. Union Stewards shall have adequate time during the regular working hours to protect the rights of the Union, its members and all plasterer employees. Union Stewards shall not be threatened, coerced or intimidated by the contractor or employer or anyone representing the contractor or employer for performing his duties as a Union Steward. The Union Steward shall not be removed from the job by transfer or discharge unless the Union Business Representative is first notified.

## **ARTICLE IV HOURS AND WORK DAYS**

SECTION 1. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 5:00 p.m. from Monday to Friday, inclusive. The starting and quitting time shall be determined at the discretion of the employer and any work performed outside of the determined hours shall be

construed 48 overtime and be paid for as such. Work done on the observed holidays and Sunday, unless they are covered by Section 2, Article IV, shall be paid at the double-time rate.

1) With a four (4) day notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m., exclusive of a thirty (30) minute lunch period scheduled by the Employer between the fourth and the sixth hours worked. Forty hours per week shall constitute a week's work, Monday through Thursday, inclusive. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half.

2) All time before and after the established workday of ten (10) hours, Monday through Thursday, and all time on Friday (except when used as a makeup day) and Saturday shall be paid at the rate of time and one half. All time on Sundays and holidays shall be paid for at the rate of double time.

3) An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).

4) Holidays occurring on any day of a four (4)-ten (10) week shall be considered a day worked.

5) Reporting pay 1-2-4 & 8 hours for five (5) eight (8) hour days work week and 1-2-5 & 10 for a four (4) ten (10) hour days work week.

SECTION 2. The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on a Sunday, the following Monday shall be observed.

SECTION 3. When due to the occupancy or use of the premises by the Owner or occupant, eight (8) hours of work cannot be scheduled within the regular work day (7:00 am to 5:00 pm), other hours may be established by the Employer to constitute a regular day's work at the regular hourly rate, plus 15% differential.

#### INDUSTRIAL SHIFT WORK

First Shift - 8 hours work at regular rate of pay.

Second Shift - 8 hours work at regular rate of pay plus 15% differential.

Third Shift - 8 hours work at regular rate of pay plus 15% differential.

#### CLARIFICATION AS FOLLOWS:

Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked can be used for establishing the three (3) day minimum shift work period. (Example: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday). The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. The first or day shift shall work a regular eight (8)

hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three (3) shifts are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 a.m. with pay for eight hours at regular rate plus fifteen percent (15%). The Night Shift shall start at 12 a.m. and work till 8 a.m. with pay for eight hours at the regular rate plus fifteen percent (15%). Any time worked in excess of the above mentioned shifts shall be paid regular rate plus 15%, times one and one half.

## **ARTICLE V USE OF MATERIAL AND EQUIPMENT**

SECTION 1. There shall be no limit on Production by workmen nor restriction on the full use of tools or equipment.

SECTION 2. The rate of pay for working on slip, swinging or suspended scaffold over twenty (20) feet in height shall be twenty-five cents (\$.25) per hour.

## **ARTICLE VI WORKING RULES**

SECTION 1. A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consist of those duties assigned to him by the Business Manager or Business Agent. Stewards' duties shall be confined to the Contractors' job with whom the steward is employed; except to contact the Business Agent on any other discrepancies he may find on the project. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward will be the last journeyman laid off provided he is capable of performing the work.

SECTION 2. The Employer shall furnish suitable drinking water between April 1st and November 30th and at other times when deemed necessary by mutual Agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change and store their tools on each job of sufficient size and length to justify the same.

SECTION 3. It shall be the privilege of the Steward and the Union Business Agent, when there is some doubt as to the amount of wages, to see the employer's pay records so as to know that every employee is receiving wages according to this agreement.

SECTION 4. Care of Injured Employees – In the event an employee is injured, the Steward or Foreman shall take charge of him and see that he is given first aid or is taken to the hospital or to his home.

SECTION 5. The Steward or Foreman shall be paid for all time spent in the above activities and in taking care of the injured employee's tools and clothes unless the employer assumes the responsibility for all the above listed. The employer shall cooperate with the Steward to insure compliance with all safety rules and regulations. An injured employee reserves the right to employ a competent doctor. The injured employee shall be re-employed when a competent doctor certified that he is able to return as a plasterer.

SECTION 6. Where the employer does not have a power signal, the Steward or Foreman on the job shall call time. Fifteen (15) minutes at the end of each day shall be allowed for clean-up time. Employees shall remain on the job until quitting time.

SECTION 7. The Business Representative of the Union shall have access to any and all jobs during the course of construction or operation where journeymen or apprentices are employed. The Union shall not have the right to interfere with employees during working hours. In the event it is necessary for the Business Agent or Union Representative to contact an employee on the job, he shall do so by contacting the Job Superintendent. This rule shall apply as stated except in areas or on jobs where owner policy prohibits such visitation contact at the job site.

SECTION 8. In the interest of providing an opportunity of employment for all qualified Plasterer Journeymen while, at the same time, securing a fair distribution of employment for those Journeymen who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs there will be a local plasterer on all jobs, and fifty percent (50%) of the Plasterers employed by the Contractor plus the odd man, if any, shall have been residents of the area covered by the Agreement for the six months preceding employment. The remaining 50% of the work force may be residents of the area or nonresidents, at the discretion of the contractor.

SECTION 9. The Plasterer or Plasterer Apprentice shall take no orders on the job from anyone other than the Contractor Representative or the Plasterer Foreman representing the Contractor.

SECTION 10. There shall be no work done on the job between November 1<sup>st</sup> and May 1<sup>st</sup> if a drafty or other unhealthy condition exists. There shall be no work done on any job if the inside temperature is below forty (40) degrees Fahrenheit at 8:00 am.

SECTION 11. Employees will be afforded two ten (10) minute breaks at their work stations. It is understood that breaks will not create a general work stoppage. If work station environment is not suitable, special arrangements shall be made by mutual agreement.

## **ARTICLE VII SAFETY**

SECTION 1. It shall be a condition of this Agreement that all contractors shall comply with Safety Provisions set down in OSHA Construction Safety Act of 1969, including its revisions and the

Safety Code of Ohio. It shall be a condition of employment that all employees use and wear the safety equipment provided by the contractor and practice the safety procedures specified by the Contractor, OSHA, Construction Safety Act of 1969 including its revisions and the State Safety Code. Failure to comply will subject employees to immediate dismissal without recourse.

When an Employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

SECTION 2. The contractor hereby agrees to erect all scaffolds to meet requirements of the Industrial Commission of Ohio, and to adequately protect his employees under the Workman's Compensation Law, Social Security and Unemployment Insurance and active Certificates of Workman's Compensation and Unemployment Insurance shall be filed with the Secretary of Local Union No. 132.

## **ARTICLE VIII APPRENTICES**

SECTION 1. The parties hereto recognize the necessity of an adequate apprenticeship program in order to maintain a sufficient number of skilled mechanics in the industry. To that end, they shall encourage and undertake the employment and proper training of as many apprentices as are economically reasonable and practical.

SECTION 2. The apprenticeship training standards and related matters shall be governed by a Joint Apprenticeship Committee of an equal representation from the Association and the Union. This Committee shall have full power to act on all matters pertaining to apprentice training and shall develop apprenticeship standards in cooperation with the apprenticeship training service of the United States Department of Labor and other State and Federal agencies. Said standards shall be registered with the State Apprenticeship Council and proper government offices.

The Parkersburg-Marietta Contractors Association may appoint members of the Joint Apprenticeship Committee.

SECTION 3. There shall be one (1) apprentice for every one (1) to three (3) journeyman, two (2) apprentices for every four (4) to six (6) journeymen, three (3) apprentices for every seven (7) to nine (9) journeymen, and four (4) apprentices for every ten (10) to twelve (12) journeymen.

**ARTICLE IX  
WAGES**

SECTION 1. Effective with the first day of the first full payroll week in the month and year of the effective date hereof.

	<u>6-1-16</u>	<u>6-1-17</u>	<u>6-1-18</u>	<u>6-1-19</u>
Journeyman	\$26.99			
Foreman	+ .75			
General Foreman	+ 1.25			
Health and Welfare	6.80			
Pension	3.60			
Annuity	4.54			
Apprenticeship Fund	.65			
Educ. & Dev. Fund	.10			
Marketing / Promotion Fund	.10			
OPCMIA ITF	.06			
TOTAL PACKAGE	\$42.84	\$43.74	\$44.64	\$45.54
DEDUCTIONS				
Savings Plan	- .50			
Dues Check-off (deduct)	-5% of total package plus \$.10 per hour worked (CAP Fund)			

SECTION 2. During the term of this Agreement wage rate for Apprentice Plasterers shall be as follows:

- First 900 hours ----- 55% of journeyman rate
- Second 900 hours ----- 60% of journeyman rate
- Third 900 hours ----- 65% of journeyman rate
- Fourth 900 hours ----- 70% of journeyman rate
- Fifth 900 hours ----- 80% of journeyman rate
- Sixth 900 hours ----- 85% of journeyman rate
- Seventh 900 hours ----- 90% of journeyman rate
- Eighth 900 hours ----- 95% of journeyman rate

Continued at last rate until granted Journeyman status.

Apprentice time shall start on the first day of employment as Apprentice Plasterer.

The rates listed above for 2016 – 2020 subject to change if benefits are increased.

SECTION 3. Craftsmen reporting for work, unless the employer notifies the employee by the end of the previous day not to report shall receive one hour pay if work is not started by the normal starting time. If an employee stays on the job after normal starting time he shall receive two (2) hours pay. The employer may request the employee to remain on the job for two (2) hours. If employee starts to work he shall receive four (4) hours pay. If employee works more than four (4) hours, he shall receive eight (8) hours pay. It shall be the responsibility of the employee to furnish to the contractor the telephone number at which the employee may be called regarding reporting to work.

The pay shall be continuous when changing jobs during the day, but the employee shall not refuse to go to another job to complete the day's work. This section shall apply only to regular working hours and shall be subject to the "Weather Permitting" clause.

SECTION 4. Overtime – Overtime rates for the first two hours worked before, after or accumulative of the established work day shall be one and one-half (1½) times the regular wage rate. Saturday work shall be paid for at one and one-half (1½) times regular rate up to eight (8) hours. Work over eight (8) hours shall be double time. Sundays, holidays and worked lunch periods shall be double time also.

SECTION 5. The rate of wages for foreman shall be seventy-five cents (\$.75) per hour over the regular wage rate. A foreman shall be hired on any job when three (3) or more men, journeymen or apprentices, are working. Twenty-five cents (\$.25) per hour over the wage rate shall also be paid for men working on all types of nozzles when applying all types of materials. Any man who works with nozzles shall be paid not less than one dollar (\$1.00) per day minimum over regular wage rate.

One nozzle - - - - - 2 men  
Two nozzles - - - - - 3 men  
Three nozzles - - - - - 5 men  
Four nozzles - - - - - 6 men or multiples thereof

SECTION 6. The travel expense will be paid at the rate of twenty-five cents (\$.25) per hour for the actual number of hours worked on any job outside a ten (10) mile radius of the employee's permanent residence.

Work within the ten (10) mile radius of the employee's permanent residence will be exempt from travel expense.

SECTION 7. Employees shall be paid weekly in currency, check, or direct deposit by consent of Local No. #132. Payment is to be made no later than 4:00pm or 4:30pm according to starting time. An initial penalty of two (2) hours and any time lost by the employee during his regular working hours shall be paid by the contractor for noncompliance. All employees who are laid off or fired must be paid in full on the job at the time of being discharged.

SECTION 8. Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with payday being no later than quitting time Friday.

SECTION 9. Fringe Benefits - Under the terms of this Agreement, the employer shall pay all fringe benefits and apprentice contributions on journeymen and apprentices. The employer shall pay all fringe benefits on employees (Local #132 members) when employed by him out of Local #1 jurisdiction, but in no case will a contractor be required to pay into two (2) conflicting fringe benefit plans. Benefits are described as follows:

(a) **APPRENTICE** – Sixty-five cents (\$.65) per man hour worked by each and every journeyman and apprentice shall be paid for the purpose of apprentice and journeyman training and related expense. Said monies shall be paid to a legal trust fund at the discretion of the trustees who will establish a place or places of deposit with a secretary's office to handle all apprentice fund matters.

(b) **HEALTH AND WELFARE** - The Contractor agrees to contribute six dollars and eighty cents (\$6.80) per hour for each hour paid to each employee, subject to the terms of this Agreement, to the Ohio Conference of Plasterer's and Cement Masons Health and Welfare Fund. For all overtime hours, the Health and Welfare shall be paid at the overtime rate. Payment is to be made as designated by the Trustees of the Health and Welfare Fund.

Reports of employees who have worked, the number of hours that they have been paid and such other data and information as may be required by the Trustees of the Fund for the efficient operation thereof, shall be transmitted to the office of the Fund by the 15th day of each month for the calendar month immediately preceding the reporting date, along with the said six dollars and eighty cents (\$6.80) per hour for each such employee for each hour paid. Any payments not made by the 15th of the month when due shall automatically incur a liquidated damage assessment against said Employer of 10% of the amount shown to be due for said period, and may also subject the Employer to other additional requirements as provided in said Trust Agreement. Payments not made when due will affect the eligibility for claims of employees denied because of such delinquency. The Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund shall be -jointly administered by a Board of Trustees consisting of twelve (12) trustees, six (6) designated by the Union and six (6) designated by the employer association.

In the event any fringes are discontinued; their hourly rate shall be added to the wage rates listed herein.

The terms of the Health and Welfare Fund or provisions for its operation shall not be subject to, or suitable for, arbitration by the terms of this Agreement.

(c) **PENSION TRUST FUND** - The Contractor agrees to contribute three dollars and sixty cents (\$3.60) per hour worked by each employee subject to the terms of this Agreement to the Cement Masons Local Union #132 Pension Fund. Payments to this fund shall be made on or before the fifteenth (15th) day of each month on account of hours worked by employees during the payroll periods in the preceding month. For all overtime hours the Pension Fund shall be paid at the overtime rate.

This Fund shall be jointly administered by a Board of Trustees, consisting of six trustees, three (3) of whom shall be designated by the Association and three (3) of whom shall be designated by Cement Masons Local Union #132. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust and any amendment thereto, the terms and provisions of which are herein incorporated by reference.

(d) **ANNUITY FUND** - Effective June 1, 2016, it is agreed that the Employer will contribute the amount of four dollars and fifty-four cents (\$4.54) per hour worked into a jointly sponsored Pension Fund and be bound by the provisions of related Declaration of Trust. Pension and Annuity Fund contributions shall be paid and mailed to: Cement Masons Combined Funds, 33 Fitch Blvd. Austintown, OH 44515.

(e) **OPCMIA International Training Fund** - The Employer(s) signatory to this Collective Bargaining Agreement hereby agree to make contributions in accordance with the wage and fringe benefit schedule contained in this Article IX to the OPCMIA International Training Fund (OPCMIA ITF), for all hours worked by all employees covered by this Agreement. Such contribution will be .13% of the total package. Each signatory Employer agrees to be bound by the written terms of the trust agreement specifying the detailed basis on which payments are to be made into, and benefits

paid out of the OPCMIA ITF, as well as any amendments to that trust agreement. Each Employer further agrees to be bound by all rules, regulations and procedures adopted by the OPCMIA ITF Trustees and all actions taken by them within the scope of their authority. Each signatory Employer also authorizes the parties to the OPCMIA IFT trust agreement to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

(f) **SAVINGS PLAN** – The Employer and the Union agree to participate in a Savings Plan. The Employer shall deduct fifty cents (\$.50) per hour worked for each journeyman and apprentice. All monies to be deposited into a bank mutually agreed upon.

(g) **DUES CHECK-OFF** – The Contractor agrees to withhold 5% of the total package plus ten cents (\$.10) per hour worked for each Plasterer and Apprentice who voluntarily executes a written authorization as a dues check-off. Said monies shall be paid to a place mutually agreed upon, which shall be the same location where the monies withheld for the Savings Plan are sent.

The administration and operation of the Mid-Ohio Bureau of Lathing and Plastering, Inc. is governed by trustees, appointed by the Central Ohio Division, OBC, AGC assisted and advised by the Business Manager of Plasterers Local 132.

All contributions, dues, deductions and fringe benefit contributions required by the terms of the Collective Bargaining Agreement shall be paid no later than the 15<sup>th</sup> day of the month following the month in which work was performed. Any contributions not postmarked or received by the 15<sup>th</sup> day of the month shall be considered delinquent. Liquidated damages of ten percent (10%) shall be assessed if payment is not received by the 20<sup>th</sup> day of the month following the month in which work was performed. Simple interest of one-percent (1%) per month shall be assessed beginning on the 15<sup>th</sup> day of the month following the month in which payment was originally due. Costs and professional fees incurred collecting unpaid delinquent contributions shall be imposed in accordance with rules and procedures adopted by the Combined Funds. The Ohio Conferences of Plasterers and Cement Masons Combined Funds, Inc., shall be responsible for calculation, assessment and collection of all liquidated damages and interest charges. Such charges shall be used to offset the operational expenses of the Combined Funds, Inc.

## **PARKERSBURG-MARIETTA CONTRACTORS & TRADES EDUCATION & DEVELOPMENT FUND**

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund: a copy of which is available for inspection by interested parties.

Whereas the Union and the contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent to the United Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

## **CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION**

SECTION 1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the Trustees of the Association appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section 2 of this Article.

SECTION 2. Commencing June 1, 1989 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual employee the sum of Seven cents (\$.07) per hour for each hour worked and the Union shall deduct through the normal dues check-off system from each member the sum of five cents (\$.05) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated. Effective June 1, 2009, the Union shall deduct through the normal dues check-off system, from each member the amount of ten cents (10¢) per hour worked and said funds shall be paid The Parkersburg-Marietta Contractors Association Construction Advancement Program.

SECTION 3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing the defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows

- A. Employer expenses incurred in the promotion of stability of relations between labor and management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.

E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

SECTION 4. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

SECTION 5. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

Reports of employees who have worked and the number of hours they have been paid shall be transmitted to the office of The Buckeye Federal Savings and Loan Association, 36 East Gay Street, Columbus, OH 43215, by the fifteenth (15<sup>th</sup>) day of each month for the calendar month immediately preceding the reporting date. Any employer failing to make payments within twenty-five (25) days after close of the month will be deemed to be in violation of this contract and after five (5) days notice, the Union shall have the right to withhold its services, for any nonpayment of funds agreed to within the Agreement and approved under law.

In the event payment on any trusts or funds are discontinued, the rate(s) shall be added to the wage rates. All city, state, and federal government employees and full-time maintenance employees may receive this payment in wages.

The terms of the trust and funds or provisions for their operation shall not be subject to, or suitable for, arbitration by the terms of this Agreement.

The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked within fifteen (15) days after an irrevocable period hereof. Such revocations shall be effected by written notice certified mail to both Employer and the Union within such fifteen (15) day period. With sixty (60) notice, the Dues & Savings may be changed at the option of the Union.

## **PROMOTIONAL/MARKETING FUND**

In an effort to promote and market the Operative Plasterers trade, a Promotional/Markets fund was established in 2007. A ten cent (\$.10) per hour contribution will be made to the Promotional/Marketing Fund. All requests for funds or expenditures from the fund are at the sole discretion of Local #132 and shall go through the Local #132 Governing Committee and/or the Local #132 Executive Board for consideration and final approval.

## **ARTICLE X BONDING**

Any employer who is a party to this agreement will be required to post a cash bond to guarantee wages, fringe benefit payments or any legal assessments for any employee. Parkersburg-Marietta

Contractors Association members or steady Marietta local area contractors of Local 132 will not be required to post a bond unless said employer has a history of delinquent payments to the fringe benefits. (Delinquent history shall be defined as late payments made more than twice to the fund). 1 to 10 employees - \$25,000.00. 11 and more employees - \$50,000.00.

## **ARTICLE XI NATIONAL WORK RULES**

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foreman, the employer will give primary consideration to the qualified members available in the local area. After giving such consideration, the employer may select such members from other areas. Foremen and general foremen shall take order from individuals designated by the Employer.

2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

4. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

5. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

7. A steward shall be a qualified workman performing work of his/her craft and shall exercise no supervisory functions. There shall be no non-working stewards.

8. There shall be no illegal strikes, work stoppages or lockouts.

9. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and Holidays excluded), the Contractors shall be free to obtain workmen from any source.

10. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreement. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the crafts and number of members to be assigned to each of the shifts so established.

## **ARTICLE XII**

### **ARBITRATION AND GRIEVANCE**

SECTION 1. Should difference arise between the Employer and an employee covered by this Agreement as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

(a) Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company: these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representative and the Employer and/or representative cannot arrive at a satisfactory solution within the time limit of 48 hours, then the matter will be referred to a Joint Committee to be composed of two (2) representatives of the Association, if the employer is an Association member, or two (2) representatives of the Employer if the employer is not a member of the Association, and two (2) representatives of the Union of which will be one representative for the local union territory in which the grievance pends and one representative from the District Council. The Joint Committee shall meet within 48 hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party. This Agreement does not obligate the PMCA to participate in the adjustment of grievances involving non-member employers.

(d) If the dispute cannot be settled by this Joint Committee and it involves a question as to the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.

SECTION 2. Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

**ARTICLE XIII  
BLANKET DISCLAIMER**

It is mutually agreed that if any clause, term or provision of this Agreement is, or is hereafter Found to be illegal or in contravention of any Court Ruling National Labor Relations Board ruling or ruling of any Board or Agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without disturbing the other clauses, term or provisions of this Agreement. The remaining part of this agreement shall remain in full force and effect.

**ARTICLE XIV  
PRE-JOB CONFERENCE**

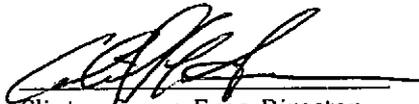
It is mutually agreed that the Contractor working in this jurisdiction will have a pre-job conference with the Parkersburg-Marietta Building Trades on all projects totaling \$100,000.00 or more or as deemed necessary by either party.

**ARTICLE XV  
EXPIRATION DATE**

This Agreement shall be binding on both parties from June 1, 2016 until May 31, 2020 and continue from year to year unless either party hereto notifies the other party sixty days (60) prior to the termination date hereof of its intention to modify and/or terminate.

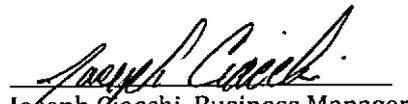
IN WITNESS AND TESTIMONY of the provision and terms mutually agreed upon and specified herein, the duly authorized officers and representatives of both parties hereby affix their signatures and seals this 1st day of June, 2016, at Parkersburg, West Virginia.

PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.

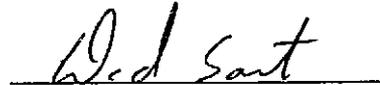


Clinton Suggs, Exec. Director  
Phone: (304) 485-6485

O.P. & C.M.I.A. LOCAL #132



Joseph Giacchi, Business Manager  
Phone (740) 689-9004



Dave Santo, Business Representative  
Phone: (740) 689-9004

## AGREEMENT OF PARTICIPATION

The undersigned desiring to become additional parties to the Collective Bargaining Agreement between the above noted Parkersburg-Marietta Contractors Association, Inc. and the Operative Plasterers Local No. #132 O.P. & C.M.I.A. which is dated June 1, 2016 hereby certify that they have read and said Agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

For the Company:

For the Union:

\_\_\_\_\_  
Company Name

OPCMIA Local No. #132

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email