

**AGREEMENT
FOR
NORTHWEST WALL & CEILING
INDUSTRY AND
OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL
ASSOCIATION LOCAL UNION NO. 528**

ARTICLE 1 Preamble and Purposes

THIS AGREEMENT is made and entered into on the execution date appearing below, by and between Northwest Wall & Ceiling Contractors Association Inc., on behalf of its member firms, each of which is individually referred to herein as the Employer, and Operative Plasterers' and Cement Masons' International Association, Local No. 528 herein referred to as the Union. This Agreement shall be binding upon all persons, firms and corporations who have (1) signed this Agreement or (2) expressly authorized some other person to sign on their behalf, or (3) who have made any trust fund contributions to any of the Trust Funds referred to in Articles 15, 16, and 17 of this Agreement.

Every Employer, bound by this Agreement, is required to notify the Union in writing within 30 days after change in ownership. If such notice is given, the employer shall be liable for compliance with the terms of this Agreement for sixty (60) calendar days following such change in ownership. In the event the Employer fails to give such notice, the Employer shall remain liable for compliance with the terms of this Agreement, if the subsequent owners fail to comply with the terms of this Agreement.

NOW, THEREFORE, it is agreed as follows:

- 1.01 The purposes of this Agreement are to establish harmonious relations and uniform conditions of employment, a Pension Plan, an Apprenticeship Plan, a Health & Welfare Fund, and a Promotion Fund, between the parties hereto, to promote the settlement of labor disagreements by consultation and arbitration, to prevent where possible strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of all work covered by this Agreement, generally to promote the plastering industry, and encourage a spirit of helpful cooperation between the Employer and the employee groups to their mutual advantage and the protection of the investing public.

ARTICLE 2 Scope of Agreement

- 2.01 This Agreement applies to Plasterers' work to be done at the site of the construction, alteration, painting, or repair of a building, maintenance, or other work. These terms are to be interpreted and applied in accordance with the National Labor Relations Act,

as amended.

2.02 The term Plasterers work refers to persons performing certain functions. It also refers to craft classification. It does not refer to union membership or affiliation. Plasterers work includes: (See Article 7 - Work Jurisdiction)

2.03 The geographical area covered by this Agreement is as follows:

This Agreement is effective in all of the territorial jurisdiction of the Union. The territorial jurisdiction of Local No. 528 at the present time includes: Chelan, Clallam, Douglas, West half of Ferry, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom and Yakima. In the event the territorial jurisdiction of the Union is enlarged during the life of this Agreement, such new territory will automatically be included under the terms of this Agreement. The Union shall notify all Employers of any change of territorial jurisdiction and present Agreement in force in any annexed territories shall prevail until expiration of these Agreements and such notification to Employers shall be in writing.

ARTICLE 3 Definitions

3.01 The term Union refers to O.P. & C.M.I.A. Local No. 528.

3.02 The term Employer refers to any person who has agreed in writing to comply with the terms of this Agreement and includes any person acting as an agent of the Employer.

ARTICLE 4 Recognition

4.01 The Employer, as a result of a National Labor Relations Board election resulting in certification of the Union as the exclusive representative of its employees, recognizes the Union under Section 9(a) of the National Labor Relations Act as the sole and exclusive bargaining representative of all plasterer foremen, journeymen plasterers, and apprentice plasterers and plastering shop hands in the employ of the Employer with respect to wages, hours, and all other terms and conditions of employment on any and all work described herein. All Superintendents for whom contributions have been paid into the fringe benefit trust funds in this Agreement shall continue to be members of the bargaining unit.

ARTICLE 5 Union Security

5.01 All employees of any Employer covered by this Agreement who are members of the Union on the date of execution of this agreement shall maintain their membership as a condition of employment. All employees who are not members of the Union on the date of the execution of this Agreement and all employees employed after the execution of this Agreement on their initial date of employment, whichever is later, shall, on and after the eighth (8th) day become and remain members of the Union as a condition of employment. In computing the eight-day grace period provided in this paragraph, all employment with any Employer or Employers who are members of the bargaining unit shall be totaled and only one such grace period shall be allowed during the term of this Agreement.

502 In the event the Employer fails to comply with this Article after being notified by certified mail, the Employer shall be liable for all losses of initiation fees and dues sustained by the Union.

503 The Employer, upon presentation of an authorization for deduction of dues and assessments signed by the employee, agrees to withhold from employee wages and remit monthly to the Union care of the Trust Administrator such amount of dues and assessments as is certified by the Union. The Union shall indemnify and hold the Employer harmless from all claims regarding funds deducted and transmitted to the Union as required by this section.

ARTICLE 6 Hiring

601 The Employer may select any registered journeyman or apprentice plasterer from the out-of-work list prepared by the Union. No individual shall be employed or re-employed (after layoff or more than two weeks) without a dispatch. If contacted directly by a Union member or other plasterer, the Employer shall direct the individual to contact the Union and, upon registration, may request the individual's dispatch. The Union shall make every reasonable effort to refer an employee as soon as possible, but in no event no later than 24 hours (Saturday, Sunday, and Holidays excepted) after being contacted by the Employer. In the event the Union has no plasterers available for referral and the Employer hires from a source other than the Union, the Employer shall notify the Union within 24 hours (Saturday, Sunday, and Holidays excepted) following such hiring.

602 Subject to the provisions of this Agreement, the Employer shall have entire freedom of selectivity in hiring and may discharge any employee for any cause which the employer may deem sufficient, provided there shall be no discrimination against any employee, nor shall any employee be discharged by reason of any Union activities not interfering with the proper performance of the employee's work.

603 The Union and the Employers express their mutual intention that the Union's members will work only for Employers signatory to a labor agreement with the Union.

604 **Certified Wall Systems Applicators:**

This section to be developed by the Union and Association as set out in the letters between the Union's Attorney and Contractor Representative and shall be attached hereto.

ARTICLE 7 Work Jurisdiction

7.01 The following described work shall be performed by the workers who are employed under the terms and conditions outlined in this Agreement, and the Employer agrees to assign any and all such described work to plasterer employees:

The application and finishing of all interior and exterior plastering with Gypsum, Portland Cement, kindred material and products. The casting and finishing of artificial chips and broken glass where imbedded in plaster or plastic materials. Applying and finishing of composition or mastic materials. Application of acoustical plaster. When acoustical or imitation acoustical finish is specified, including the application to same

of textures of plates, acoustical tile and polystyrene board, including the temporary nailing, cutting and fitting in connection with the setting of same. The placing, by any method, of plaster or composition caps and ornament. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo or tile. The fireproofing of all building assemblies with plaster materials, Pryocrete, Cafco, Albi-Clad, sprayed fiberglass or similar materials whether applied to lath or applied directly. Grouting and filling of door bucks, runners and similar installations, where the partition is installed by the Employer. Application and finishing by hand or machine methods, on all surfaces, or veneer plastering processes (Rapid Plaster, U.S.G. "Imperial Systems", and "Pabcoat System"). Pointing and taping of drywall regardless of type of material used and all other similar plaster veneer products. Application of insulation board (styro-foam and bead-board) fiberglass reinforcement and finishing products, for "EIFS Systems", and all other similar products. Overcoating and maintenance of interior and exterior plaster surfaces. The application of Venetian plaster and color-integrated Italian/Middle- Eastern line plaster. The operation and control of all types of plastering machines, including power trowels and floats, used by the industry.

ARTICLE 8 Subcontractor Clause

8.01 If an Employer bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration or repair of a building, structure or other work to any person or proprietor or entity who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of this Agreement for the duration of the project and shall be liable for any breach of the subcontractor. In addition such subcontractor shall maintain daily records of such subcontractor's employees' wages, travel, health & security, retirement, vacation, apprenticeship and dues deduction contributions (or differentials) in accordance with this Agreement.

ARTICLE 9 Protection of Bargaining Unit Work

9.01 The Employer shall not directly or indirectly perform, undertake or accomplish or attempt directly or indirectly to perform, undertake or accomplish any Plaster work except in complete compliance with all terms and provisions of this Agreement.

ARTICLE 10 Strikes and Lockouts

10.01 There will be no strikes or lockouts over disputes involving the interpretation or application of the express terms of this Agreement. Such disputes will be resolved through the provisions of Article 11. Upon 48 hours notice the Union shall have the right to strike an Employer who violates the Union security provision of this Agreement, or fails to make trust fund payments as required by this Agreement; or fails to pay wages, travel, or subsistence unless the Employer, within the notice period, identifies a bona fide dispute over the amount of wages, travel or subsistence due. A concerted refusal to work based on a good faith belief that working conditions are unsafe is not a strike.

ARTICLE 11 Settlement of Disputes and Grievances

- 1101 All grievances or disputes between the Union and the Employer shall be settled in accordance with the provisions of this Article. The term "grievance" or "dispute" include but are not limited to differences concerning the interpretation and application of this Agreement. Grievances or disputes which arise after the term of this Agreement shall be subject to this Article if they concern obligations established by this Agreement. Any grievance or dispute shall be presented within ten (10) working days after the employee, Employer, or Union has notice of the event giving rise to the grievance or dispute. Disputes over jurisdiction shall be resolved as provided in the Work Jurisdiction Article of this Agreement.
- 1102 In the event a grievance or dispute arises, representatives of the Union shall attempt to settle the grievance or dispute by contacting the Employer. If a conclusion is not reached within forty-eight (48) hours of such contact, the grievance or dispute shall be referred to the Northwest Wall & Ceiling Industry Joint Labor Management Committee. The Committee shall meet within ten (10) working days of the date the matter is referred to them. If the Committee is unable to resolve the grievance or dispute within forty-eight (48) hours after convening, the grieving party may promptly refer the matter to an impartial arbitrator for final and binding decision by filing a written request within ten (10) working days of the Committee decision.
- 1103 In the event the Union and Employer are unable to agree on the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to supply a list of nine (9) Northwest arbitrators, and the Union and Employer shall alternately strike eight (8) names from the list. The remaining name shall be the arbitrator. The arbitrator shall conduct a hearing. The arbitrator's decision shall be final and binding. The Union and Employer shall share equally the fees and expenses of the arbitrator.

ARTICLE 12 Joint Apprenticeship Committee

- 1201 The Washington Plasterers Joint Apprenticeship Committee shall be established. The Committee shall be composed of three (3) employer members, one of whom need not be a member of the Northwest Wall & Ceiling Contractors Association, and three (3) Union members. There will be one (1) alternate employer member and one (1) alternate union member. The rules governing apprentice training and apprenticeship indenture and approved by and registered with the Washington State Apprenticeship Council shall be incorporated as a part of this Agreement.
- 1202 The Committee shall determine the ability and qualification of each Employer to employ apprentices. The selection, placing and training of apprentice plasterers shall be vested in the Committee. It will be a violation of this Agreement for the Employer not to hire and work an apprentice as directed by the Committee or its delegated representative. It will also be a violation of this Agreement for the Employer to affirmatively direct an apprentice, without good cause, to make a unilateral job reclassification of a plasterer apprentice into another Northwest Wall & Ceiling Contractors' Association trade craft.
- 1203 The number of apprentices to be employed shall be determined by the Committee, based on meeting the minimum requirements of the Washington State Apprenticeship Council Standards for establishing an apprenticeship training school. All apprentices shall be selected in accordance with the Washington Plasterers Joint Apprenticeship Committee

Standards.

- 12.04 The Parties will request that the JATC notify the Union, the last employer and the NWCCA whenever the JATC suspends or terminates an apprentice from the program.

ARTICLE 13 Zones – Travel Pay – Subsistence

- 13.01 Employees sent or called on any job that is located in any one of the following listed zones, shall be paid for each day or portion of a day worked, the amount listed below for the applicable zone in which the job is located, in addition to the regular rate of pay as established by this Agreement. If an employee is required to travel to a higher listed zone to reach any particular zone, then the employee shall be paid travel pay as specified for the higher listed zone.
- 13.02 Travel zones shall be determined by the radius in miles from the following designated central points in the respective city in which the local union is located and from which the employee is dispatched or called to work:

Seattle, Washington - Intersection of 4th Ave. and Pike Street

The Employers place of business

Tacoma, Washington-Labor Temple-11th & Pacific

Designated points shall be chosen only once during the life of the contract. All contractors choosing to designate their office as a dispatch point will supply the Union with a marked map with radiuses showing different zones within 60 days or dispatch point will automatically revert to 4th and Pike Street in Seattle or 11th & Pacific in Tacoma.

A. Rates:

Free zone	From designated point to not more than forty-five (45) miles.
\$25.00 zone	from 45 to 65 miles.
\$35.00 zone	from 65 to 80 miles.

B. Within the travel zones listed in this Section 2(A), if the job cannot be reached without the use of ferry and/or Narrows toll bridge travel or if any alternate route not using ferry and/or Narrows toll bridge travel requires a road distance from the central point more than 50% greater than the route using ferry and/or toll bridge travel the employee will be paid the equivalent of ferry and/or toll bridge charges or will be paid \$5.00 per day additional compensation.

- 13.03 Where the project location is of a distance from Seattle that does not warrant daily travel to and from the job, the following provision shall apply.

Traveling time at the regular established hourly rate and transportation one way from Seattle to the project shall be paid at the end of the first weekly pay period that the employee is employed on the job, or at the completion if the work is less than one (1) week's duration. Return travel time and transportation shall be paid from the job to Seattle when the work is completed or the employee is discharged or laid off. Travel time shall be paid for at the straight time rate for actual number of hours spent traveling or a maximum of eight (8) hours in each twenty-four (24) hour period on regular work

days, Saturday, Sunday and all holidays. Unless housing or lodging is provided, subsistence shall be paid at the rate of actual expenses or \$150.00, full or partial day worked, or for non-worked days, when required to stay over for non-worked days due to project circumstances or the project is over 200 miles from Seattle or the Employer's office.

13.04 Travel Zone pay under Articles 13.01 and 13.02 shall be suspended only through May 31, 2025.

13.05 Downtown Seattle Zone Pay (Effective June 1, 2023):

A. The Downtown Seattle Zone is defined as the area West of I-5, East of Elliott Bay, South of Mercer Street and North of Royal Brougham. It also includes the area North of Yesler Way, West of Broadway, South of Pike St and East Pike St, and the section of I-5 North of Yesler Way and South of Pike St. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersect Elliott bay.

B. When parking is not reimbursed or provided, a fixed rate of \$1.50 per hour shall be paid for each hour worked on projects within this zone.

C. Prior to June 1, 2023, the Downtown Seattle Zone Pay shall be defined and paid consistent with the 2019-22 collective bargaining agreement.

13.06 Bellevue Zone Pay (Effective June 1, 2023)

A. The Bellevue Zone is defined as the area West I-405, East of 100th Avenue NE, North of Main Street, South of NE 12th Street which includes a straight line extension to a point that intersects with 100th Avenue NE.

B. When parking is not reimbursed or provided, a fixed rate of \$1.00 per hour shall be paid for each hour worked on projects within this zone.

ARTICLE 14 Hours of Work and Recognized Holidays

14.01 A single shift operation shall be established for a minimum of three (3) days as follows:

14.01.1 A single shift operation shall be restricted to the hours between 4:00 a.m. and 6:00 p.m. and eight (8) hours of continuous employment (except for meal periods) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions or other conditions beyond control of the Employer, Monday through Friday, then Saturday may, at the option of the Employer be worked as a voluntary make-up day at the straight time rate.

14.01.2 Four (4), ten (10) hour shifts at the straight time may be established Monday through Thursday or Tuesday through Friday. In the event the job is down due to weather conditions or other conditions beyond control of the Employer, then Friday (when working Monday through Thursday) or Saturday (when working Tuesday through Friday) may, at the option of the Employer, be worked as a voluntary make up day at the straight time rate. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

- 14.02 Shift work will be allowed under the following condition:
- 14.02.1 On a two shift operation (which may be worked for not less than three (3) consecutive days with the first shift starting prior to 8:00 A.M. (but not earlier than 4:00 A.M.) ten (10) hours of continuous employment (exclusive of lunch period at mid-shift) shall constitute a full shift.
- 14.02.2 On a two-shift shift operation (which may be worked for not less than three (3) consecutive days) other than two daylight shifts as in 14.02.1 above, the first shift shall be eight (8) hours of continuous employment (exclusive of lunch period at mid-shift), between the hours of 7:00 A.M. and 5:00 P.M. unless the starting time shall be changed by mutual written agreement between the Employer and the Union. The pay for such full shift shall be eight (8) hours of pay at the straight time hourly rate. On the second shift eight (8) hours of continuous employment (exclusive of lunch period at mid-shift) shall constitute a full shift and shall be paid for at eight (8) hours of pay at the straight time hourly rate.
- 14.02.3 On a three-shift operation (which may be worked for not less than three (3) consecutive days) other than two (2) daylight shifts as in 14.02 above, the first shift shall be eight (8) hours of continuous employment (exclusive of meal periods at mid-shift), between the hours of 4:00 a.m. and 6:00 p.m. The second shift shall be seven-and-one-half (7 – ½) hours of continuous employment (exclusive of meal periods at mid-shift), and shall be paid for at eight (8) hours of pay at the straight time pay rate. The third shift shall be seven (7) hours of continuous employment (exclusive of meal periods at mid-shift), and shall be paid for at eight (8) hours of pay at the straight time pay rate.
- 14.02.4 The 24 hour period for all shift operations shall commence at the starting time of the first shift worked. On all shift operations only those groups of workers who relieve prior shift groups (of substantially the same size) of workers shall be considered as working multiple shifts. Further provided, however, that no worker shall work in excess of ten (10) hours at straight time rate in any twenty-four (24) hour period without at least eight (8) hours off, and further provided, that there shall be no overlap of the regular working hours of the various shifts nor shall any interval between any shift exceed the reasonable time necessary to change shifts, and in no event shall the interval between shifts exceed one (1) hour. When an employee is called out to work without at least eight (8) hours time off since the employee's previous shift, all such call-out time shall be paid at the overtime rate until such time as the employee would have had the eight (8) hour rest period.
- 14.02.5 Starting time and hours of work of shift other than those contained in this Agreement be established by mutual written agreement between the Union and the Employer prior to the starting of such special shifts.
- 14.02.6 By mutual agreement between the Union and Employer, the Employer for substantial business reason specific to the specific job may engage in shift work without penalty for work performed within an eight or ten hour shift (provided that an eight hour rest period before the next shift is provided). The Union shall not unreasonably withhold its agreement.
- 14.03 Overtime after forty (40) hours per week or after eight (8) hours per day on an eight (8) hour shift or after ten (10) hours per day on a ten (10) hour shift shall be paid for at time and one half the straight time rate, Saturday may be used as a voluntary make-up day. All work over twelve hours per day (exclusive of meal periods) shall be paid two (2)

times the straight time rate. All work performed on Sunday and recognized holidays shall be paid for at double the straight time rate. Work performed on the following listed holidays shall only be with prior consent of the Business Representative of the Union who shall not unreasonably withhold consent. The payment of overtime hours pay shall not be compounded or pyramided, i.e., shall not be paid twice for the same hours worked.

14.04 Recognized holidays shall be: NEW YEAR'S DAY, MARTIN LUTHER KING JR DAY, MEMORIAL DAY, JULY 4th, LABOR DAY, THANKSGIVING DAY and the FRIDAY FOLLOWING THANKSGIVING DAY, CHRISTMAS EVE DAY and CHRISTMAS DAY.

14.04.1 No work shall be performed on LABOR DAY under any circumstance. When any holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be a regular work day. Preference for overtime work will be given to those employees who have been employed on-the-job at least two days prior to the overtime period.

ARTICLE 15 Health and Welfare Fund

15.01 This fund shall be used to provide health and security benefits for eligible employees and their dependents, in accordance with the provisions of the Trust Agreement of the Fund. Contributions to the Fund shall be due and payable on or before the fifteenth (15th) day of the month immediately following the month in which the hours were worked. Payments for contributions shall become delinquent on the twentieth (20th) day of the month immediately following the month in which hours were worked. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the individual Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form and manner prescribed and approved by the Board of Trustees of the Fund. The Employer shall pay the agreed upon rate per compensable hour on all employees to the Cement Masons and Plasterers Health and Welfare Trust. The Union may designate that some of remaining two year's increase shall be diverted to benefits.

ARTICLE 16 Pension Fund

16.01 Pension contributions will be paid on all bargaining unit employees, except for first 6 months of apprenticeship. No pension contribution shall be paid on shop hands. The Employer shall pay the agreed upon rate per compensable hour to the Cement Masons and Plasterers Pension Trust. The Union may designate that some of remaining two year's increase shall be diverted to benefits.

16.02 This Fund shall be used to provide retirement benefits for eligible employees in accordance with the provisions of the Pension Trust Agreement. Contributions to the Fund shall be due and payable on or before the fifteenth (15th) day of the month immediately following the month in which hours were worked. Payments for contributions shall become delinquent on the twentieth (20th) day of the month immediately following the month in which hours were worked. Each monthly

contribution shall include all payments which have accrued in the interim for work performed up to the close of the individual Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form prescribed and approved by the Board of Trustees for the Fund.

ARTICLE 17 Industry Funds (Apprenticeship & Promotion Funds)

- 17.01 It is recognized that the Maintenance of a strong plastering industry with broadened usage of plastering and with the maintenance of an adequate work force of fully trained plasterers will be to the mutual benefit of both parties. To carry out these mutually beneficial aims certain funds have been established as follows:
- a). Cement Masons' and Plasterers' Training Trust of Washington
 - b). Northwest Wall & Ceiling Industry Fund
- 17.02 For the maintenance of these funds and for the support of the programs supported by each of these funds, each Employer under this Agreement will pay the negotiated amount to each fund for each compensable hour worked by an employee.
- 17.03 Payments to the Industry Funds shall be reported on the same form and paid in the same manner as the Health and Welfare Fund, Pension Fund and Vacation payments. The collecting agency for the various funds will make payments to the funds as directed by the trustees of the various funds. Each fund will bear any costs of collection and handling in proportion to the amount paid to each fund. The trustees of each fund may, upon determining that the requirements of the fund will be met by the collection of a lesser amount and upon the giving of proper notice, reduce the amount to be collected for their particular fund during any calendar year.
- 17.04 Trustees for the Cement Masons' and Plasterers' Training Trust of Washington will be the Washington Plasterers J.A.C., as provided in Article 12.

ARTICLE 18 Liability of Employers Under Funds

- 18.01 By entering into this Agreement each Employer and the Union shall be bound by the terms and provisions of the Trust Agreements, and any modifications thereof, creating the Health and Welfare Fund, Pension Fund and Apprenticeship Fund. Each Employer and the Union accepts as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees, and their duly elected or appointed successors.
- 18.02 The parties recognize and acknowledge that the regular and prompt payments of Employer contributions to the funds is essential to the effective maintenance of the Vacation and Union Dues Deduction Plan, Health and Welfare Fund, Pension Fund, Northwest Wall & Ceiling Industry Fund and the Apprenticeship Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to these funds and to the administration of these funds which would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided by this Agreement. Such delinquent Employers shall become liable for a surcharge to reasonably compensate the funds for damages due to such delinquency, in an amount of two points above the prime rate as published in the Wall Street Journal on the first

business day of each calendar year, and in addition, overdue contributions shall bear interest at the rate of eighteen percent (18%) per annum from the time they become delinquent.

18.03 Legal action may be taken to collect delinquent contributions, together with the surcharge and interest thereon, and it is agreed that in any such action the Employer shall be liable to any of the Fund (or Funds) a reasonable sum for an attorney's fee, together with an amount equal to all costs incurred and expenses incurred by the Fund (or Funds) in bringing such legal action. Failure by an individual Employer to make the required payments shall be deemed a breach of the Collective Bargaining Agreement by the individual Employer and may subject the individual Employer to strike action, in addition to the other remedies provided herein to compel performance of this Article.

18.04 The Trustees of each of the Joint Labor Management Trusts shall have the power to require each Employer to furnish such information and reports as they may require in the performance of their duties as Trustees. The Trustees or any authorized agent of the trusts shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such of the books, records, papers and reports of the Employer relating to the hours and wages of employees as may be required to permit the Trustees to determine whether the Employer is making full payments to the trusts. Such records include by way of example:

- a) Time cards.
- b) Payroll records and related worksheets and recap sheets.
- c) Checkbooks or registers and cancelled checks pertaining to payroll items.
- d) Copies of Pension Fund, Health and Welfare Fund and Apprenticeship Fund.
- e) Payroll tax records, including:
 1. Federal Tax Form W-3, reconciliation of Income Tax Withheld from wages and the related W- 2 Forms
 2. Washington State Employment Department Reports Form SF 5200, Employer Registration Form (Status Report): Form SF 5208, Employer's Tax Report; Form 5208 (2), Employer's Quarterly Report of Employees' Wages; Form 5208 (a), Employer's Quarterly Wage Detail Report.
 3. Washington State Department of Labor and Industries Reports - Form SF 7442, Employer's application to open or reopen and Industrial Insurance Account; Form SF 7442, Employer's application to open or re-open an Industrial Insurance Account; Form SF 7578 (rev.) State of Washington Employer's Quarterly Report of Payroll.
 4. Any delinquency or penalty statement related to the above forms.

18.05 The Parties hereby encourage the Trustees to take whatever action is needed to eliminate all unfunded liability under any benefit plan.

ARTICLE 19 Wage and Benefit Amounts

19.01 The basic wage rate for the term of this Agreement shall be as follows:

EFFECTIVE DATE		
June 1, <u>2022</u>	June 1, <u>2023</u>	June 1, <u>2024</u>
TOTAL PACKAGE		
<u>\$67.49</u>	<u>\$70.91</u>	<u>\$73.54</u>
WAGES		
<u>\$47.98</u>	<u>TBD</u>	<u>TBD</u>

PAYROLL DEDUCTION	EFFECTIVE DATE		
	June 1, <u>2022</u>	June 1, <u>2021</u>	June 1, <u>2022</u>
Vacation	\$1.75	TBD	TBD
Union Program	<u>\$1.25</u>	TBD	TBD
Working Dues	<u>\$2.02</u>	TBD	TBD
Building Fund	\$0.35	TBD	TBD
Compliance	\$0.05	TBD	TBD
Internat'l Training	\$0.07	TBD	TBD
<u>Internal Organizing Fund</u>	<u>\$0.10</u>	TBD	TBD
Scholarship Fund	<u>\$0.01</u>	TBD	TBD

FRINGE BENEFITS	EFFECTIVE DATE		
	June 1, <u>2022</u>	June 1, <u>2023</u>	June 1, <u>2024</u>
Health & Welfare	<u>\$8.09</u>	TBD	TBD
Pension	<u>\$ \$10.10</u>	TBD	TBD
Apprenticeship	<u>\$0.95</u>	TBD	TBD
Industry Fund	<u>\$0.37</u>	TBD	TBD

*Any part of the Total Employer Cost Package may be changed at the Employer’s sole discretion if a Signatory-Contractor receives more favorable wages, benefits, or terms as defined in Section 22.03.

Union Program deductions begin at Step 5 (80%) and do not apply to Shop Hands. Increases will be effective the first pay period each year after the increase is due.

The Union may designate yearly that wages shall be diverted to benefits and/or dues/assessments.

Foreman pay:

At least Four (4) and not more than Six (6) unit employees..... 8% of the Journeyman wage rate per hour .

Seven (7) or more unit employees... ..10% of the Journeyman wage rate per hour

Only journeyman plasterers, or apprentice plasterers working under the supervision of a journeyman plasterer, shall operate the nozzle on any mechanical pump or machine used to apply plaster materials. For such services the employee shall receive the following per hour addition to the regular rate of pay:

EFFECTIVE DATE		
June 1, 2022	June 1, 2023	June 1, 2024
NOZZLE PAY		
\$4.00	\$4.00	\$4.00

- 19.02 The Union shall provide at least thirty (30) days written notice to all signatory Employers of any diversion made pursuant to Section 19.01.
- 19.03 Deductions for Vacation Pay and Union Dues shall be stipulated in Section 19.01 and shall be deducted for each hour the employee received remuneration. All legal payroll withholding for income tax, social security, etc., must be made from these deductions.
- 19.03.1 For the purposes of determining apprentice wages, the vacation funds shall not be considered as part of wages.
- 19.03.2 Monthly payments for the deductions shall be due and payable on or before the fifteenth (15th) day of the calendar month immediately following the month in which the hours were worked. Payments shall become delinquent on the twentieth (20th) day of the month following the month in which the hours were worked. Each monthly payment shall include all deductions which have accrued in the interim for work performed up to the close of the individual Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly payment shall be sent to the designated depository in Seattle, Washington, with a report form, listing the individual employee's name, social security number, number of hours worked and amount of vacation pay to be credited to the employee's account.
- INDEMNITY AGREEMENT: Whereas, Local No. 528 Operative Plasterers' and Cement Mason International Association and Northwest Wall & Ceiling Contractors Association entered into an agreement on June 1, 1990 whereby QualStar Credit Union, was designated as a depository for vacation funds. No Employer shall have any liability for funds once deposited as required by this Agreement.
- 19.04 Every employee shall receive their pay on-the-job or by direct deposit prior to 4:00 P.M. on Friday of each week. The EMPLOYER shall not hold back more than five (5) days pay and all EMPLOYERS must pay by cash or negotiable payroll check with ATTACHED WITHHOLDING STATEMENT. In case of NSF checks, the Employer shall be liable for any losses sustained by the employee. Employees shall be entitled to and receive an additional two (2) hours pay for each day thereafter the employee is required to wait for their pay. The weekly payday and/or weekly pay period may be modified by mutual written agreement between the Union and the Employer. Effective upon signing of this Agreement Employers may, at their option, without penalty if postmarked by the Thursday preceding payday may mail paychecks to the employees last known address and if returned mailed to the Union office.
- 19.05 Employees who are dispatched to or called to work by the Employer shall receive a minimum of two (2) hours pay, except when the job is stopped due to weather or conditions beyond the control of the Employer, in which case the employee shall be paid for actual hours and thirty minutes for any fraction of a half-hour worked thereafter. Employees who are dispatched to or called to work by the Employer to start work and are terminated, due to completion of the job, prior to having worked two (2) hours shall be paid a minimum of two (2) hours pay.

- 19.06 Upon payment of wages the Employer shall supply to the employee a check stub or statement which clearly shows the following items: Employer's firm name, employee's name and classification, ending date of the payroll period, number of compensable hours worked, hourly rate of pay and the gross and net amount of pay, also each legal payroll deduction, amount of Vacation Pay and Union Dues deducted and the net amount of the pay check or cash paid.
- 19.07 When an employee is laid-off the employee shall be paid in full. If the pay period is on Friday, the employer may mail the check to the employee if the pay envelope is postmarked by Thursday of the next week. If the employer elects to hand deliver the payroll check, it must be delivered by Friday of the next week. The employee may elect to pick up the payroll check at the employers office providing the employee makes arrangements prior to Wednesday of the next week. If an employee is not paid in full at lay-off or pay period, the employee shall receive two (2) hours per day until check is received. At time of lay- off the employee shall be given 30 minutes to clean and pack their tools. When an employee quits, the Employer shall have the next regular pay period to pay wages due in full.
- 19.08 Any employee transferred from one job to another during working hours, for the same Employer, shall be transferred on the Employer's time and at the Employer's expense. Parking costs for a second move during a shift shall be reimbursed by the Employer.
- 19.09 Journeyman plasterers who are unable to command the wages of a journeyman plasterer may, by their request, or that of the Employer, be re-classified by the Union. Such employee shall be paid a wage rate to be determined by agreement between the employee, the Union and the employee's respective Employer.
- 19.10 When an Employer performing work outside of the geographic scope of this Agreement with a bargaining unit member (i.e. employee) covered by this Agreement, the employee shall receive the more beneficial wage and benefits. All fringe benefits shall be paid to the benefits covered under this Agreement (i.e. "home" fund). Any difference in the total cost package shall be paid directly to the employee.

ARTICLE 20 Working Rules and Conditions

- 2001 There shall be no limitation as to the amount *of* work an employee may perform in a day. All work shall be performed in a practical workerlike manner so as to conform to the Standard Specifications as approved by the United States of American Standards Institute, the Northwest Wall & Ceiling Bureau, Inc. and the City and County Building Codes applicable to the location of the job. In the absence of any governing code or specification, work shall be performed in accordance with the recommendations of the Northwest Wall & Ceiling Bureau, Inc.
- 2002 The foreman shall be the agent of his Employer and the union recognizes the right of the Employer to delegate to his foreman the right to employ or discharge any or all employees, subject to the provisions of this Agreement. No plasterer employee shall take orders from anyone except the Employer or his authorized foreman who if assigned shall be a Journeyman plasterer.
- 2003
- (a) Meal Periods. Employee meal periods shall be thirty (30) minutes in length and shall be observed no sooner than two (2) hours prior nor one (1) hour later than midshift

of the work shift, but in no event will employees be required to work more than five (5) hours from the start of the shift without a meal period. Employees required to work without a meal period shall be paid one-half (1/2) hour at the applicable overtime. The parties agree that each employee shall have the right to take their lunch and/or break upon request to the foreman.

(b) Rest Periods. The Employer agrees that a rest period of ten (10) minutes shall be allowed each employee at the end of the third (3rd) hour of any shift. The rest period shall be considered as time worked for the purpose of determining the workday. Should there be overtime work requiring two or more hours, a ten (10) minute rest period shall be allowed between the regular hours and the overtime hours. This time shall be considered as time worked for the purposes of determining the workday. The nature of the work may require intermittent rest periods. Intermittent rest periods are consistent with this provision. It is the responsibility of each employee to take rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

(c) The Parties agree that all claims, individually and collectively, related to wages, overtime, meal and rest periods, or sick leave claims shall use the Settlement of Disputes and Grievances in Article 11 as the sole and exclusive method for resolving violations. This includes claims brought under Fair Labor Standards Act (29 U.S.C. §203), Washington Industrial Welfare laws (RCW 49.12), Washington Minimum Wage laws (RCW 49.46), Washington Wage Deduction laws (RCW 49.52), Washington's Prevailing Wage laws (RCW 39.12), or any other similar laws, rules or regulations. The Employee has the right to bring a grievance pursuant to this Section on his/her own initiative. This clause shall not limit an employee's rights or remedies available under the law.

- 2004 It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for any employee to respect a lawful primary picket line.
- 2005 The Business Representative of the Union shall be allowed to visit jobs at any time that the Business Representative deems necessary. The Employer shall, to the best of its ability assist the Business Representative of the Union in securing admission to jobs that are under military or other security regulations. The Union shall strive to minimize interruption of production.
- 2006 Employees shall stop work ten (10) minutes prior to quitting time to enable them to clean up their tools, or more when required by job conditions.
- 2007 The Employer agrees to furnish a room or suitable place to eat and change clothes in, with heat when weather conditions demand same.
- 2008 All journeyman plasterers and/or apprentices shall carry sufficient hand tools to perform their work properly.
- 2009 Journeyman plasterers and/or apprentices shall not haul in their vehicles any material or equipment belonging to Employers, and the Employer shall not request them to do so.
- 20.10 The Employer agrees to supply all rods, darbies, featheredges, mortar boards and stands, water buckets and proper scaffolding necessary for the, performance of the job. The Employer shall supply proper lighting when conditions require same. The Employer shall supply all special equipment needed for EIFS, EXCLUDING REGULAR HAND TOOLS.

- 20.11 The Employer shall provide proper safety equipment for employees when job conditions warrant, in conformity with all safety regulations as required by the Safety Division of the Department of Labor and Industries of the State of Washington.
- 20.12 The Union shall have authority to appoint a shop steward in any shop or on any job. No steward shall be discharged for the performance of duties pertaining to Union affairs. The Union shall strive to minimize interruption of production. Employers shall notify the Union forty-eight (48) hours prior to layoff or termination of steward.
- 20.13 **SUBSTANCE ABUSE:**
The employee shall agree to cooperate with the contractor in testing for illegal substances and alcohol use if required to meet the contractors policy or to work on a specific job site. Contractor will pay for testing, and up to one (1) hour of time.
- 20.14 Employees employed as of January 1, 2020 as a condition of employment shall be required to possess a current Scaffold User certification, First Aid/CPR card, Plasterers certification, silica awareness, OSHA-10 card, and OSHA-30 card. New employees employed thereafter shall have six months from date of first hire in the jurisdiction obtain necessary certifications and cards; thereafter such employees shall possess the certifications and cards as a condition of employment. Labor and Management agree to maintain a relevant current journey-level training curriculum through the JATC that will be made available to journey-level Plasterers at no cost. Employees who complete the curriculum shall be issued a Plasterers certification. Completion of the JATC apprenticeship program within the last eight years shall be equivalent to a Plasterers certification. Journeymen must meet these requirements to be eligible for any July 1 wage package increase under this Agreement. If they have not fulfilled their requirements they will receive the expiring wage rate until such time as they meet the requirements under this Section.

ARTICLE 21 Registration

- 21.01 Each Employer, who is required by law to be registered as a contractor with the State of Washington, shall be registered and shall provide the Union with a copy of it's registration certificate. It shall also advise the Union in writing of it's Unemployment Insurance account number and his Industrial Insurance account number.

ARTICLE 22 Miscellaneous

- 22.01 One Employer owner/operator with at least 30% ownership interest of each firm work at the trade covered by this Agreement, provided that said Employer has had four (4) years actual plastering experience. Such Employer may do patching by itself. When an Employer works with the tools on the finishing of a job of 300 square yards or more, a second plasterer must be employed on-the-job.
- 22.02 All contractors signing this Agreement agree to carry a sign on their truck or trucks with their name, address and telephone number. This sign is to be on the side of the truck and of sufficient size to be easily read.
- 22.03 Any signatory-contractors performing work scopes covered by this Agreement within the

geographic scope of this Agreement (“Signatory-Contractors”) shall be required by the Union to pay an amount equal to the Total Employer Cost Package (wages, plus benefits which includes the Industry Fund) under this Agreement. The term “Industry Fund” refers solely and exclusively to the Northwest Wall & Ceiling Industry Fund, and it is paid directly to the Northwest Wall & Ceiling Contractors’ Association as part of the Total Employer Cost Package. In the event the Union offers any Signatory-Contractor more favorable Total Employer Cost Package or working conditions, the Union shall immediately notify the Employer(s) in writing, and permit the Employer(s) to adjust its Total Employer Cost Package or working conditions to equal the more favorable terms. It shall not be a violation of this provision if a Signatory-Contractor, rather than paying into the Industry Fund, pays an equal amount into the Washington Plasterers Joint Apprenticeship fund and/or the OPCMIA International Training Fund (“ITF”) ensuring that the Total Employer Cost Package remains the same.

- 22.04 In the event a Public Works Project (Prevailing Wage Job) is determined by either a Federal, State or other Public Agency, to contain a lower wage rate than the negotiated union wage rate in this Agreement, the Employer shall be allowed to use the prevailing wage rate in their bidding process, and in payment of the prevailing wage rate to employees covered by the agreement. Fringe benefit rates shall not be affected by this provision. The Union agrees to dispatch employees at the prevailing wage rate to employers who are in compliance with other provisions of this agreement with prior approval of the Union.
- 22.05 It is agreed that the Employer may return an injured employee to non-bargaining-unit light duty status when allowed by the employee’s doctor, per state law.
- 22.06 SICK LEAVE - The parties to this agreement hereby expressly waive the provisions of the City of Seattle Ordinance 123698, City of Tacoma Ordinance 28275 requiring paid sick and safe leave and any other similar ordinances adopted by a jurisdiction.

ARTICLE 23 Special Projects

- a. Intentionally deleted.

ARTICLE 24 Savings Clause


- 24.01 Should any part of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree or judgment of a court of competent jurisdiction, such invalidation of such part or portions thereof shall not affect the enforceability of the remaining terms of this Agreement; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. In the event the parties are unable to renegotiate the invalid provision, the matter shall be resolved under Article 11.

ARTICLE 25 Duration - Modification – Termination

- 25.01 This Agreement shall be in full force and effect from June 1, 2022 to and including May 31, 2025 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) nor more than ninety (90) days prior to date of expiration.
- 25.02 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice no later than sixty (60) nor more than ninety (90) days prior to May 31, 2025 or May 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.
- 25.03 Revisions agreed upon ordered shall be effective as of June 1, 2022 or June 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands this
15th day of, June, 2022.

For Northwest Wall and
Ceiling Industry Negotiations:

By: 

Rick Miller Executive
Director

Date: June 15, 2022

For the Union:

By: 

Eric Coffelt
Financial Sec./Business Manager

Date: June 15, 2022

INDIVIDUAL EMPLOYER
OR CORPORATION ADOPTION

The undersigned employer had received a copy of the PLASTERERS' LOCAL No. 528 Agreement, dated June 1, 2022, Pursuant to the terms of said Agreement by the undersigned hereby becomes a party thereto and agrees to be governed by the terms and provisions of the aforementioned agreement, together with any amendment, extension, or supplemental schedule which legally may be made a part of the said Agreement, and the AGREEMENT AND DECLARATION OF TRUST which is made a part thereof.

Said employer further agrees to accept as its representatives the employer trustees who are now, or who may hereafter be elected to the Board of Trustees of said Trust in the manner provided in the Agreement and Declaration of Trust.

The undersigned further agrees that this document may be made part of the original or counterpart of the said Agreement, and that signature of the undersigned may be deemed also to have been made to the original of said Agreement.

EMPLOYER:

Name of Company

By (Print Name) Title (Signature)

Address: _____

Phone: _____ Fax: _____

UNION:

Plasterers Local No. 528

By: _____

Date Signed and adopted: _