

TRADE AGREEMENT

Between the

**OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, LOCAL NO. 530**

and the

INDEPENDENT CONTRACTORS

Effective on and after July 1, 2005 to January 31, 2009.

**2005-2009
TRADE AGREEMENT**

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This Trade Agreement is entered into by and between the INDEPENDENT CONTRACTOR (hereinafter “Employer”) and OPERATIVE PLASTERERS’ AND CEMENT MASONS’ INTERNATIONAL ASSOCIATION, LOCAL NO. 530 (hereinafter “Union”)

ARTICLE I: PARTIES

Section 1.

The Employer (hereinafter “Employer”) means a party bound by this Agreement) obligates itself and its agents and others controlled by it, directly or indirectly, to perform in good faith all the provisions of this Trade Agreement; the Union obligates itself to live up to all the provisions of this Trade Agreement in good faith.

ARTICLE II: REGION

Section 1.

This Trade Agreement is effective on all jobs within the geographic territory of the following counties in New York: Brooklyn; Queens; Staten Island; Bronx; Manhattan; Nassau; Suffolk; Westchester; Putnam; Rockland; Orange; Dutchess; Columbia; Ulster; Greene; Delaware; Albany; Sullivan and Rensselaer. This Trade Agreement shall also cover all jobs performed on Rikers Island; Ellis Island; Liberty Island; Ward Island; and Roosevelt Island.

This Trade Agreement is effective on all jobs within the geographic territory of the following counties in Connecticut: Fairfield, Litchfield, and New Haven.

Section 2.

The undersigned Employer hereby recognizes the Union as the exclusive majority representative of all employees covered by this Agreement pursuant to Section 9(a) of the National Labor Relations Act. This majority status has been established by the fact that the Union has made an unequivocal request for recognition as the majority representative, the Employer has unequivocally recognized the Union as the majority representative and that the Employer’s unequivocal recognition is based on the fact that the Union has shown its evidence of majority support among the employees in the bargaining unit described by this Agreement to the Employer.

Section 3.

This Agreement shall be binding upon any local union affiliated with the Operative Plasterers’ & Cement Masons International Association (“International”) that is appointed as a successor union to Plasterers’ Local 530 by the International. The Employer agrees to recognize such successor local union as the collective bargaining representative of the employees covered by this Agreement and agrees to be bound by this collective bargaining agreement.

ARTICLE III: OTHER CONTRACTS

Section 1.

No journeyman or apprentice performing work as described in Article V of this Trade Agreement (hereinafter "Plasterer") shall work for any Employer or individual who has failed to sign a Trade Agreement or is not bound by a Trade Agreement with the Union and does not comply with the terms and conditions of employment in said Trade Agreement.

Notwithstanding any provision in this Agreement, any signatory Employer employing any employee(s) who is performing bargaining unit work within the geographic jurisdiction of New York State shall be responsible for paying fringe benefit contributions to the Local 530 Fringe Benefit Funds on behalf of said employee(s), unless the Employer contributes to the applicable Operative Plasterers' and Cement Masons' International Union Fringe Benefit Funds having jurisdiction over the area where the subject work is performed.

Section 2.

If an Employer covered by this Trade Agreement or any such owner or principal forms or acquires by purchase, merger or otherwise, interest, whether by ownership, stock, equitable or managerial, in another company performing bargaining unit work within this jurisdiction, this Trade Agreement shall cover such other operation and such other bargaining unit Plasterers shall be considered a part of the bargaining unit.

Section 3.

(a) No Employer shall enter into a contract with any other person, partnership, firm, corporation or joint venture to perform bargaining unit work on the same construction site, unless such other person, partnership, firm, corporation or joint venture has signed a Trade Agreement with the Union or is a member of an Association which has signed a Trade Agreement with the Union.

(b) The Employer shall not subcontract "on site" construction bargaining unit work unless the Employer receiving the subcontract has a Trade Agreement with the Union. In the event the Employer subcontracts work covered by this Trade Agreement to an employer that is not bound by this Trade Agreement, the Employer that improperly subcontracted the work covered by this Trade Agreement shall be liable for the payment of fringe benefit contributions due on the job site for work performed by the improper subcontractor and shall be liable to the Union for an amount equal to the working dues assessment. In the event any subcontractor is delinquent in the payment of Fringe benefits, or fails to remit working dues check-off to the Union, then the Local 530 Fringe Benefit Funds shall give written notice thereof to the Employer, who shall then be required to withhold any sums due to the subcontractor. The subcontractor, by this Trade Agreement, authorizes the withholding of said sums and in addition authorizes the Employer to pay such delinquencies directly to the Local 530 Fringe Benefit Funds and to the Union to the extent that such withheld sums are satisfactory. The Employer shall contact the Local 530 Fringe Benefit Funds and the Union to ascertain whether the

subcontractor has contributed all required monies to the Funds before the Employer makes final payment to the subcontractor.

(1) Local 530 Fringe Benefits Funds will act as the collection agent for the Local 60 Pension Fund. All language in section B will apply to the Local 60 Pension Fund. All audits performed by the Local 530 Fringe Benefit Fund will include that of the Local 60 Pension Fund. In addition the Local 60 Pension Fund may also conduct an audit.

(c) The Employer agrees that it will not subcontract any work covered by this Trade Agreement in order to circumvent the payment of wages and fringe benefits and the working conditions provided for in this Trade Agreement.

ARTICLE IV: UNION SECURITY

Section 1.

(a) It shall be a condition of employment that all Plasterers of the Employer covered by the Trade Agreement who are members of the Union in good standing on the date of execution of this Trade Agreement shall remain members in good standing and those who are not members of the Union on the date of execution of this Trade Agreement shall be required, as a condition of continued employment, to become and remain members in good standing in the Union after eight (8) days following the execution of this Agreement or its effective date, or their date of employment, whichever is later.

(b) The Employer shall on forty-eight (48) hours notice, advise the Union when it needs Plasterers, giving all of the pertinent data to the Union with respect to the type of work so as to afford the Union equal opportunity to recommend competent, qualified applicants for such vacancies, it being understood that the Employer shall hire whomsoever it sees fit, and that the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by the employees is or is not satisfactory. This is not to preclude the enforcement of the Grievance Procedure in Article XII – Disputes.

(c) In the event that any applicable statute is enacted or any decision rendered by a court or administrative agency having jurisdiction thereof which statute or decision permits union security or hiring provisions more favorable to the Union than those contained herein, then the parties hereto shall meet and amend this Trade Agreement so as to give the Union the maximum benefits permitted by such statute or decision.

(d) In order to assist the Employer in readily procuring men, the Union, at its own expense, agrees to maintain a central employment office where employees may register, and in consideration of same, the Employer agrees to permit the Union to send him fifty (50%) percent of the total number of plasterers he employs as selected by the Union. Such central employment office shall be established and maintained on a nondiscriminatory basis, and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any aspects or obligation of union membership, policies or requirements. Non-

Union members can be permitted to register at the central employment office and shall be afforded the same privileges of employment as are available to union members.

(e) The Employer shall advise the Union between the hours of 9:00 AM and 2:30 PM each workday as to the number of plasterers' required for the following workday.

(f) The Employer shall notify the Union 48 hours before starting a job. When a phase of a job is completed it will be necessary to notify the Union upon resumption of work and continue to do so until the final completion of a job.

Section 2.

The Employer and the Union agree there will be no discrimination against any employee, or applicant for employment with respect to race, creed, color, national origin, sex, age, disability, marital status, citizenship status, sexual orientation or affectionate preference in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment except as provided by Law and the terms and conditions of this Trade Agreement.

Section 3.

Subject to the provisions of this Trade Agreement, Employer shall have the right to hire or discharge any employee, but should an Employer discharge an employee for the purpose of demoralizing the membership of the Union, then on that operation where such Employer is employing, or intends to employ members of the O.P.& C.M.I.A Union, he shall accept One Hundred (100%) percent of all such Union members from the Union.

ARTICLE V: WORK INCLUDED

Section 1.

Where any Employer, party to this Trade Agreement, does any of the following work, Plasterers exclusively shall perform the following: all work on projects such as, but not limited to, all new construction, roads, bridges, tunnels, renovations, restoration projects, rehabs, or any dwelling whether residential, commercial or industrial.

(a) All interior or exterior plastering of gypsum, cement, stucco, stone imitation or any patent material when sprayed, trowelled or cast, the setting of same, also corner beads when stuck must be done by Plasterers. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; acoustical plaster or assimilated acoustical plaster; setting of polystyrene or styrofoam, whether mechanically fastened or stuck with a plastic material, installing mesh, basecoats, adhesive cement and finish coats used in imitation stucco Systems such as Dryvit, STO, etc., and any and all EIFS; also the taping and pointing of all joints, nail holes and bruises on wall paper, and/or drywall, regardless of the type of material or tools used ¹ ; also the setting in place of plasterboard, ground blocks, patent dots, cork plates,

¹ "The work jurisdiction of taping and pointing of all joints, nail holes and bruises on wallboard and /or drywall, regardless of the type of materials or tools used applies *only* in the counties of Nassau, Suffolk, Westchester, Putnam, Rockland, Orange, Dutchess, Columbia, Ulster, Greene, Delaware, Albany, Sullivan, Rensselaer and such counties outside the City of New York that are within the jurisdiction of Local 530. This work jurisdiction shall not apply in the City of New York, the boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island. It shall also not apply in Rikers Island, Liberty Island, Ward Island and Roosevelt Island".

brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same.

All acoustic blocks when stuck with any plastic or textured materials, regardless of thickness, shall be the work of the Plasterer only. Also the sticking, nailing, and screwing of all plaster, gypsum or cement reinforced fiberglass, friezes, composition caps, ornaments, etc. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by Plasterers.

The preparation, installation, and repair of all interior and exterior insulation Systems, and the fireproofing of all steel beams, columns, metal decks and vessels shall be the work of the Plasterers. This shall include any other member required fireproofing of any kind.

The application of all fireproofing materials whether hard, soft or intumescent and whether spray or hand applied shall be the work of the plasterer. All respraying, spraying, encapsulation and plastering of lead, asbestos and other abatement process shall be performed by plasterers.

Application of epoxy, cementious material or other base for trowelled on, sprayed on, or hand applied surfacing, whether receiving aggregate chips (regardless of size) or not, is to be performed by Plasterers.

All preparatory work regardless of the method of application or tools used shall be considered the work of plasterers.

All coatings or sealers of any kind regardless of the method of application is the work of the Plasterer.

The application of any simulated brick or stone or thin brick system shall be considered the work of the plasterer.

The work of the plasterer is the recovering of any substrate whether it be wallboard, wood, plaster, or any other surface if it is covered in its entirety top to bottom and side to side regardless of materials used. The application method mentioned above is to be considered plasterers work exclusively. This includes any work of a partial nature such as patching.

(b) All casting must be done by Plasterers. The applying of any plastic or textured material to soffits, ceiling and perpendicular work, and the finishing, 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 if coved. Corner beads that are put on beams, arches or groin ceilings are to be stuck by the Plasterers. This includes window heads and door heads.

(c) All cement plastering shall be supervised and executed by Plasterers on walls, over the above six (6) inches cove base.

(d) Plasterers shall perform all waterproofing work, such as thorseal, ironite, and any similar products, regardless of the tools used, or method of application, color of materials used and regardless of the type of base these materials may be applied to.

All scraping, chipping, or cleaning of any substrate which is to receive a plastered finish is the work of the plasterer.

(e) All casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone shall be the work of the Plasterers.

(f) All moldings run in place and all staff work, the making of templates and horsing of moulds in and on buildings must be made and produced by Plasterers.

(g) Casting shall be permitted as follows:

1. Domes that do not exceed two (2) feet in diameter may be cast.
2. Niches may be cast and stuck in place providing that they do not exceed two (2) feet in width and four (4) feet in length.
3. Moldings clustered with enrichment may be cast.
4. Cornices may be cast where and when it is not practical to run in place with a mould. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from miter to miter.
5. Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
6. On an alteration where the work, which would ordinarily be run, cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.
7. All small spandrels or panels under two (2) feet, small caps and other similar work may be cast.
8. All caps not exceeding two (2) feet in diameter may be cast.
9. Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
10. Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four (24) inches at the ceilings or minor line and fifty-four (54) inches at the bottom or major line may be cast.

(h) Making of all templates for run-work to be used in shops; plaster model-making, setting of enrichments in models, the pointing and finishing of same shall be the work of Plasterers.

(i) Preparing of all models for molding, making molds, preparing and casting from same in any material including plaster, cement, artificial marble, venetian plaster, marmarino, and stone, composition, etc., shall be the work of Plasterers whether done in permanent shop or on location.

(j) Modeling and sculpturing in any plastic material shall be the work of Plasterers. The enlargement of scale models may be done by Plasterers.

(k) All ornamental forms to be recarved shall be done by Plasterers.

(l) Scale models including Diaramas and relief maps shall be done by Plasterers.

(m) Cutting or carving of ornamental surfaces or sharpening be done by Plasterers.

(n) "Scrafito" shall be done by the Plasterers.

(o) Any ornamental design which might be done mechanically shall be done by Plasterers, i.e., die scrolls on side of brackets, Greek frets, key blocks, guilloches, etc.

(p) The pressing of clay in moulds, the running of clay molding, and clay backgrounds shall be done by Plasterers.

(q) All work usually and customarily performed by Plasterers, Ornamental Plasterers, Artificial Marble Workers, Artificial Marble Makers, Artificial Marble Setters, Artificial Marble Rubbers and Polishers, Compo Ornaments, Compo Casters, Compo Improver, Spray-on Applicators, Acoustic Tile Applicators and Modelers is within their jurisdiction.

(r) In addition to work described in this article, the scope of work in the Constitution of the Operative Plasterers' & Cement Masons' International Association will be included as the work of the plastering trade.

ARTICLE VI: HOURS

Section 1.

The regular hours of employment are from 8:00 AM to 12:00 noon and from 12:30PM to 3: 30 p.m., every day other than Saturdays, Sundays and Holidays. Earlier starting times are permissible if approved by the Business Manager.

Section 2.

The following days shall be known as Holidays:

Sundays, New Year' s Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day in years of President Election, Thanksgiving Day, and Christmas Day. No work shall be performed on Independence Day, Labor Day or Christmas Day, except in the event of an emergency involving danger to life or property.

Section 3.

No work shall be performed on any of the days listed in Article VI, Section 2 unless in each instance permission is first obtained from the Union. Permission for Holiday overtime work must be requested by 2:00 P.M. the day prior to a Holiday. Permission for weekend overtime work must be requested by 2:00 P .M. Friday. It is understood by the Employer and Union overtime work will not become a pattern of the trade.

Section 4.

When it is not possible to conduct alteration work during regular working hours, in a building occupied by tenants, said work shall proceed on a shift time basis; however, when an individual plasterer works over seven (7) hours in any twenty-four (24) hour period, the time after seven (7) hours shall be considered overtime. In the event of the existence of any such condition, proper notice shall be given to the Union of the facts and circumstances and permission shall be obtained from the Union for the performance of the work outside of regular working hours.

Section 5.

Notwithstanding the foregoing, when employees are performing work of EIFS and exterior stucco or cement work, it is permissible for employees to be paid on a straight-time basis for the first eight (8) hours of work per day. For work performed beyond eight (8) hours on a regular workday and for all EIFS and exterior work performed on Saturdays, Sundays, and Holidays, the proper overtime rate shall apply. When a full day of exterior work is interrupted by weather, a Saturday make-up day shall be permitted at the regular straight time rate.

ARTICLE VII: WAGES AND FRINGE BENEFITS

The Union will secure mutual agreement from the Employer Association as it pertains to the allocation and reallocation of wages and benefits.

Journeyman Plasterers, Apprentices and Applicators

Effective July 1,2005, the wages of Employees shall be as follows for work performed during the regular hours of work:

Section 1.

(a) Wages: Effective from July 6, 2005, the scale of wages for Journeyman shall be \$33.24 per hour. On August 3, 2005, there will be an increase of \$3.79 per hour in the scale of wages for Journeymen Plasterers, which shall be \$37.03 through January 31, 2006. New rates will be in effect as of February 1, 2006, when a final determination is made concerning the Local 60 Pension Fund.

(b) Fringe Benefits: Effective August 3, 2005 through January 31, 2006, the Employer shall pay as specified below, a total of \$18.55 (for work done in Brooklyn, Queens, Nassau, Suffolk, and all other counties and islands, as set forth in Article II of this Agreement) and \$21.94 (for work done in Manhattan, Bronx and Staten Island) in contributions to the Local 530 General Benefit Fund for each hour worked by employees covered by this Trade Agreement and working dues as provided in Section I (c). Each overtime hour shall be counted as one regular hour for which contributions are payable. For administrative convenience all fringe benefit contributions, shall be paid by the Employer, monthly, by check to the order of "Operative Plasterers' and Cement Masons' International Association, Local 530 General Benefit Fund" which shall serve as a collection agent only for the Association and the Union. For check-off dues, a check must be made payable to "Local 530". The Employer shall make contributions according to the following schedule:

(i) \$4.60 per hour to the Operative Plasterers' and Cement Masons' International Association, Local 530 Welfare for death, accident, health, medical, surgical care, hospitalization and other such forms of group benefits for Plasterers and their eligible beneficiaries as the Trustees, may in their sole and absolute discretion, determine.

(ii)(a) \$8.58 per hour to the Operative Plasterer' and Cement Masons' International Association, Local 530 Annuity Fund to provide fixed Annuity and other benefits to eligible Plasterers the Trustees may determine for all hours worked in Brooklyn, Queens, Nassau, Suffolk, and all other counties and islands, as set forth in Article II of this Agreement, and in accordance with the Local 530 Trust Funds and Local 60 Pension Trust Document.

(ii)(b) \$7.73 per hour to the Operative Plasterers' and Cement Masons' International Association, Local 530 Annuity Fund and \$4.24 per hour to the Local 60 Pension Fund to provide for Annuity and Pension and other benefits to eligible Plasterers as the Trustees may determine for all hours worked in the Manhattan, Staten Island and the Bronx, and all of the islands of the greater New York area, and in accordance with the Local 530 Trust Funds and Local 60 Pension Trust Documents. The \$4.24 per hour contribution must be remitted by separate check, which shall be made payable to the Local 60 Pension Fund.

(iii) \$4.72 per hour to the Operative Plasterers' and Cement Masons' International Association, Local 530 General Benefit Fund to provide for vacation benefits. Payments by the Employer for purposes of providing vacation benefits are

treated by the Employer, for tax purposes, as additional wages and all taxes are to be deducted by the Employer before the agreed amount is paid to the Welfare Fund

(iv) \$0.40 per hour to the Local 530 Apprenticeship Fund to provide for apprenticeship.

(v) \$0.25 per hour to the Plastering & Spray Fireproofing Industry Advancement Program for the purpose of promoting, encouraging and increasing the use of plaster by owners and general contractors and the building industry in general and fostering the common interest and general welfare of those engaged in the plastering trade.

The Contractors Association Plastering Industry Advancement Program shall indemnify and hold harmless the Local 530 Funds from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, contracts, controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever, in law or equity relating to the collection of the aforesaid contributions. Additionally, the Contractors Association shall reimburse the Local 530 Funds for all proper administrative expenses in connection with the receipt and transmittal of these contributions, including but not limited to expenses incurred in receiving, recording, and auditing. These contributions shall be remitted by the Operative Plasterers' and Cement Masons' International Association, Local 530 General Benefit Fund to the office the Plastering Industry Advancement Program within ten (10) business days of receiving the aforementioned contributions from the Employer.

Contributions set forth in this section 1(b) shall be paid on a monthly basis starting with the Employee's first day of employment in a job classification covered by this Trade Agreement. The obligation to contribute shall continue through the duration of this Trade Agreement and during any negotiations for a successor to this Trade Agreement.

The Employer agrees to be bound by all terms and conditions of the Agreements and Declarations of Trust, bylaws, and rules and regulations of the Funds referenced in this Section 1(b) and the terms of the Trusts, bylaws, and rules and regulations incorporated into this Trade Agreement by reference. The Employer ratifies, accepts, and designates as its representative the Employer Trustees serving under the terms of the Trusts as well as such future Employer-Trustees who may be appointed pursuant to the terms of the Trust.

It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all employees covered by the Trade Agreement. It is understood the Local 60 Pension Trust Fund has the right to audit all books of any employer pursuant to all articles of this Trade Agreement.

If an Employer fails to make contributions set forth in this Section 1(b) the Union, upon reasonable notice, shall have the right to take whatever steps are necessary to secure compliance any provision of this Trade Agreement notwithstanding. The Employer's liability for payment

hereunder shall not be subject to the grievance arbitration procedure or the "no strike", clause provided under the Trade Agreement.

(c) Check-off: For each employee who has authorized, in writing, the deduction of Union dues, the Employer shall deduct the following wages:

(i) five percent (5%) working dues from the weekly gross wages (excluding fringe benefits) for apprentices;

(ii) five percent (5%) working dues for Journeypersons and forepersons; and

(iii) one percent (1%) of wages and fringe benefits for International working dues shall be deducted from the employees' gross pay and a separate check should be issued to the Plasterers' Local 530 General Fund.

The Union shall indemnify and hold harmless the Local 530 Funds from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, contracts, controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever, in law or equity relating to the collection of the aforesaid working dues. Additionally, the Union shall reimburse the Local 530 Funds for all proper administrative expenses in connection with the receipt and transmittal of these contributions, including but not limited to expenses incurred in receiving, recording, and auditing. These contributions shall be remitted by the Operative Plasterers' and Cement Masons' International Association, Local 530 General Benefits Fund to the office of the Union within the (10) business days of receiving the aforementioned working dues from the Employer.

(d) Forepersons: the scale of wages for a foreperson shall be no less than \$1.00 per hour over the regular wage rate for a journeyperson Plasterer.

(e) The following increases are to be distributed among wages and fringe benefit funds by the Union with the approval of the Employer:

- | | | | |
|-------|------------------------------------|---|---------------------------------|
| (i) | August 3, 2005 to January 31, 2006 | - | \$3.79 per hour in wages |
| (ii) | February 1, 2006 to June 30, 2006 | - | \$2.00 per hour total increase |
| (iii) | July 1, 2006 to January 31, 2007 | - | \$1.50 per hour total increase |
| (iv) | February 1, 2007 to June 30, 2007 | - | \$1.00 per hour total increase |
| (v) | July 1, 2007 to January 31, 2008 | - | \$1.25 per hour total increase |
| (vi) | February 1, 2008 to June 30, 2008 | - | \$1.25 per hour total increase |
| (vii) | July 1, 2008 to January 31, 2009 | - | \$1.25 per hour total increase. |

The wage and benefit fund increases total \$12.04 per hour. The Union with the Employer Association's agreement, reserves the right to allocate and/or reallocate any portion of the foregoing wages and /or fringe benefit contributions, at any time during the term of this Agreement.

Section 2.

In order to maintain a sufficient number of skilled mechanics in the plastering industry, the employment and proper training of as many apprentices as is reasonable and practical shall be encouraged by the parties in this agreement. Qualifications for admission to the apprenticeship program and the successful completion thereof shall be determined by the Joint Apprenticeship Committee and the Apprenticeship Standards of Local 530. These Standards are incorporated as part of the Agreement.

Section 3.

To qualify for each six month increment, an apprentice must attend six (6) months of classes and work as a Plaster Apprentice at least three hundred and fifty (350) hours during the six month period for an Employers bound by an Agreement with the Union.

Section 4.

Apprentice Wages and Fringe Benefits

The wages of Apprentices shall be increased in an amount proportional to the increased wages of Plasterers. The Union shall notify the Employer of the Apprentice wage rates at ten (10) days in advance of the change in the Apprentice wage rates. The Trust Funds shall inform the Employer of the Plasterer Apprentice fringe benefit contributions periodically or upon the request of the Employer.

Effective August 3, 2005, the wages and fringe benefit contributions of Apprentices shall be at the same percentage as the wages and based on the \$37.03 per hour rate for work performed during the regular hours of work.

FOR WORK PERFORMED IN MANHATTAN, STATEN ISLAND AND THE BRONX

<u>First Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (40%)	\$14.81	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	2.59
		Annuity	1.64
		<u>Pension</u>	<u>.20</u>
		Total	\$9.80

<u>First Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (45%)	\$16.66	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	3.38
		Annuity	1.85
		Pension	.23
		<hr/>	
		Total	\$10.83

<u>Second Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (55%)	\$20.37	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		Annuity	2.24
		Pension	.62
		<hr/>	
		Total	\$12.83

<u>Second Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (60%)	\$22.22	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		Annuity	2.44
		Pension	1.43
		<hr/>	
		Total	\$13.84

<u>Third Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (70%)	\$25.92	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		Annuity	2.85
		Pension	3.04
		<hr/>	
		Total	\$15.86

<u>Third Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (75%)	\$27.77	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		Annuity	3.06
		Pension	3.86
		<u>Total</u>	\$16.89

**FOR WORK PERFORMED IN NASSAU, SUFFOLK BROOKLYN, QUEENS AND ALL
OTHER COUNTIES AND ISLANDS COVERED BY THIS AGREEMENT**

<u>First Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (40%)	\$14.81	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	2.59
		<u>Annuity</u>	.64
		<u>Total</u>	\$8.60

<u>First Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (45%)	\$16.66	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	3.38
		<u>Annuity</u>	.72
		<u>Total</u>	\$9.47

<u>Second Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (55%)	\$20.22	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		<u>Annuity</u>	1.20
		<u>Total</u>	\$11.17

<u>Second Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (60%)	\$22.22	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		<u>Annuity</u>	<u>2.07</u>
		Total	\$12.04

<u>Third Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
First six (6) months (70%)	\$25.92	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		<u>Annuity</u>	<u>3.79</u>
		Total	\$13.76

<u>Third Year Apprentice</u>	<u>Hourly Wage</u>	<u>Fringe Benefits</u>	<u>Amount</u>
Second six (6) months (75%)	\$27.77	Industry Advancement	.25
		Apprentice	.40
		Vacation	4.72
		Welfare	4.60
		<u>Annuity</u>	<u>4.66</u>
		Total	\$14.63

All of the above-referenced Contributions to the Industry Advancement; Apprentice; Vacation; Annuity and Welfare must be remitted in a single check made payable to the "Local 530 General Benefits Fund". All Contributions to the Pension Fund must be remitted in single check made payable to the "Local 60 Pension Fund"

To qualify for each six month increment, an apprentice must attend six (6) months of classes and work as a Plasterer Apprentice at least three hundred and fifty (350) hours during the six month period for an Employer bound by an Agreement with the Union.

The Union, with the Employer Association Agreement, reserves the right to allocate and/or reallocate any portion of the foregoing fringe benefit contributions to any of the fringe benefit funds.

Section 5.

Every Employer shall pay all required benefits on a monthly basis. Summaries shall be forwarded monthly to the Funds Office, together with checks covering any additional payments. In the event the Employer fails to remit timely contribution payments, the Trustees and Union will require weekly fringe benefit payments. If summaries indicate an over-payment, the

Employer shall receive a credit for the same upon the submission of appropriate documentation in support thereof. Fringe benefit contributions shall be accompanied by such Employer remittance reports and in such forms as may be required by the Trustees of each of the said Funds. Employer remittance reports shall identify all job sites where the Employer is performing bargaining unit work. The Employer's books and payroll records shall be made available upon demand of the Trustees or their duly authorized representatives at all reasonable business hours.

Section 6.

When Auditors are sent to audit the books of any General Contractor, Prime Contractor, Builder, or Subcontractor and a definite appointment is scheduled, or when the Auditor or Auditors cannot start at the appointed time and date and must return, or when valid payroll records are not finished, then the said General Contractor, Prime Contractor, Builder or Subcontractor shall be penalized and shall pay the sum of \$1,000.00 per appointment, to cover the expense of the Auditor or Auditors.

Section 7.

It shall be a violation of this Agreement for any General Contractor, Prime Contractor, Owner-Builder, or Subcontractor, bound by this Agreement to fail to furnish proper records when requested, for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending General Contractor, Prime Contractor, Owner-Builder, or Subcontractor upon twenty-four (24) hours notice. If such men who are removed remain on the job site during regular working hours, they shall be paid for lost time not to exceed two (2) days pay.

Section 8.

In the event the Employer does not make the payments within thirty (30) days. It is agreed that the Employer shall be liable for the following liquidated damages; An additional payment of ten-percent (10%) of the amount owing, and, if the Employer is a corporation, interest at the per annum rate of (10%) of the amount owing or at the maximum legal rate, whichever is greater. If the Employer is not a Corporation, interest shall be at the maximum legal rate. Furthermore, if an audit is required of the Employer's books and records and a deficiency in contribution is determined, which is not paid within thirty (30) days after reasonable notice, the Employer agrees to pay an additional liquidated damages of ten percent (10%) of the amount owing. If thereafter, in the sole discretion of the Trustees, the Employer's account is referred to legal counsel for collection, the Employer agrees to pay as additional liquidated damages of ten percent (10%) of the amount owing. If litigation is instituted by service of a summons and complaint, or participation in any insolvency proceeding of the Employer is required, the Employer agrees to pay an additional liquidated damages \$500.00 to each fund, or ten percent (10%) of the amount owing, whichever amount shall be greater. The Employer acknowledges and understands that the above-liquidated damages are cumulative and are required to protect the fiscal integrity of the Fringe Benefit Funds. Where collection of payment is made pursuant to a judgment against the Employer, the Employer recognizes the Trustees, right to receive liquidated

damages, interest, costs and attorneys' fees provided for pursuant to the civil enforcement provisions of the Employee Retirement Income Security Act, as amended.

Section 9.

The Employer recognizes that when payment of fringe benefit contributions pursuant to this Agreement is made by check or other negotiable instrument, which is returned uncollected, the Local 530 Funds incur additional cost and expense. The Employer hereby agrees that in the event any payment to the Local 530 Funds by check or other negotiable instrument results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of \$50.00 to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall it be interpreted, to mean that the Local 530 Funds or Union waive any other liquidated damages required to be paid pursuant to this Agreement in the event Employer contributions are not paid in full and at the time required.

Section 10.

The Employer shall retain, for a minimum period of six (6) years, payroll and related records necessary for the conduct of a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid-in full. In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours for any month during the twelve preceding months audited, or during the last twelve (12) months for which reports were filed, whichever monthly number of hours is greater. If the hours reported by employees as unpaid vacation claims exceed such amount, the vacation claims shall be used as the criterion of delinquency. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustee shall mail a final ten (10) day written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit noting herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

Section 11.

Each Employer shall be bound by all of the terms and conditions of the Agreements and Declaration of Trust creating the Local 530 Funds and by all the Plans and resolutions adopted to regulate the Local 530 Funds. The Trustees of the Local 530 Funds shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code and shall amend the same, if necessary to secure such approval, so as to qualify the Employer contribution as deductions for Federal Income Tax purposes. All Fringe Benefit Funds provided for in this Agreement shall be of the type described in 29 U.S.C. 186(c). All amendments necessary to effectuate the foregoing shall be made in the trust documents.

Section 12.

Whenever the Employer is in default of the payments to the Local 530 Funds referred to in this Article and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer if the payments are not made. If such members who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed two (2) days' pay.

Section 13

(a) Any Employer who is delinquent in paying its fringe benefit contributions to the Fund Office later than the thirtieth (30th) day of the following month shall pay six percent (6%) on all late payments or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may require Trustees of the Local 530 Funds to pay for late payments of contributions, whichever amount is greater.

(b) It is understood that the Local 60 Pension Trustees reserve the right to enforce all audit or collection procedures applicable within this trade agreement in its entirety.

Section 14.

(a) The Employer may elect to establish a second shift on a job site where the Employer employs Plasterers performing work during regular hours of employment as defined in Article VI, Section 1 of the Agreement. In the event the Employer elects to establish a second shift, the second shift shall start at a time between 3:30 P.M and 7:00 P.M. to be set with the mutual consent of the Employer and the Union Business Manager. The second shift shall consist of seven (7) working hours. Once the starting time for the second shift is scheduled it shall not be changed for the duration of the job except by mutual consent of the Employer and the Union's Business Manager. The scheduled quitting time for the second shift shall be seven (7) working hours after the scheduled starting time. Plasterers working during the second shift shall receive eight (8) hours compensation (wages and fringe benefits) at the straight time wage for seven (7) hours of work. In addition, Plasterers working on the second shift shall be allowed one-half hour to eat, with this time being included in the seven (7) hours of work. The Employer shall notify the Union five (5) business days in advance of beginning a second shift.

(b) All work performed outside of 8:00 AM to 12:00 Noon and 12:30 P.M. to 3:30 P.M. Monday through Friday and all work performed on Saturday, except on Holidays, shall be paid for at one and one-half times the rate of the regular work hours.

(c) All work performed on Sundays and Holidays shall be paid at twice the rate of the regular work hours.

Section 15.

(a) Employers shall make payment of all wages due in lawful currency, except those employers making payment by check as per Section 11 of this Article. Payments shall be made in sealed envelopes and plainly marked, showing Employers, name and address (printed or stamped), Employee's name, hours worked, the week-ending date, amount earned and deductions required by law, amount of fringe benefits, job location and the net amount due.

(b) Wages shall be due and payable during working hours on the job on Thursday for work done up to the preceding Tuesday. Should Thursday be a bank holiday, wages shall be due and payable not later than Friday, for work done up to quitting time the preceding Tuesday.

(c) When a Plasterer is discharged or laid off, he shall be notified during working hours and must be paid on the job immediately, except when the lay off is temporary and caused by bad weather or any other cause beyond the control of the Employer. A violation of this rule entitles a Plasterer to compensation at the rate provided in Section 1 of this Article for the working time that elapses between the time of discharge and the time of receiving his money, provided the claimant remains on the job or at the office during all working hours until he is paid. It is understood, however, that no waiting time claim in excess of fourteen (14) hours will be considered, nor shall a claimant remain on the job for a longer time.

Plasterers must be given a termination notice of the State of New York Department of Labor, Division of Placement and Unemployment Insurance when discharged. If this notice cannot be given to the employee on the job at the time of discharge, the Employer may mail the notice to the employee on the next full business day and this shall be deemed substantial compliance.

(d) When a Plasterer ceases work of his own accord, all accrued wages shall be due and payable at the next regular payday. Employees when laid off or discharged shall receive one (1) hour in which to pack their tools. Employees shall be employed or laid off or discharged on the half-day basis except that when the layoff is temporary they shall be paid on a quarter day basis. When an employee gets a job and takes his tools to said job, he must receive at least one day's pay. When an employee is shifted from one job to another for the same Employer he shall be notified by 3:00 P.M of that afternoon to start such shift, and if not so notified, he shall not start on the new job until 8:30 AM the next morning.

(e) If Plasterers are not paid at the day and time provided by this Trade Agreement, they shall be entitled to be paid waiting time, not to exceed two (2) days, except conditions beyond the Employer's control.

(f) Subject to the arbitration provisions set forth in Article XII of this Agreement, when wages due Plasterers are unpaid by any party to this Trade Agreement, Plasterers may refuse to work on the job site until these wages are paid.

(g) Subject to the arbitration provision set forth in Article XII of this Agreement, the Union shall permit Plasterers to work for any Employer or any person who as an individual, partner, or employee of a partnership or as an officer, stockholder or employee of a corporation

owes wages to Plasterers or monies payable to the Union or Fringe Benefit Funds as provided in this Trade Agreement and who thereafter seeks to employ Plasterers or supervises Plasterers directly or as a partner or employee of another partnership or as an officer, stockholder or as an employee of another corporation or as a joint venture.

(h) The Union may withdraw Plasterers from any job to enforce payment of contribution to the Fringe Benefit Funds. The Union may also withdraw Plasterers to enforce the requirement of this Agreement that Union working dues check-off be deducted from the wage of Plasterers or to enforce payment to the Union of dues check-offs already deducted from the wages of Plasterers.

(i) Subject to the arbitration provision set forth in Article XII of this Agreement, if Plasterers are withdrawn from any job to enforce payment of contributions to the Fringe Benefit Funds or to enforce the requirement of the Trade Agreement that Union dues be deducted from the wages of Plasterers or to enforce payment to the Union of Union dues already deducted, the Plasterers who are affected by such stoppage of work shall be paid for lost time not exceeding fourteen (14) hours, provided that three (3) days notice of the intention to remove Plasterers from a job is given to the Employer by the Union by registered or certified mail.

Section 16.

Notwithstanding anything herein contained, Employers shall have the right to weekly payments of wages by check provided:

- (a) All legal requirements are complied with.
- (b) Written notice by registered mail shall first have been given to the Union.
- (c) Delivery of checks to Plasterers shall be at least one day preceding a banking day.

(d) In the event that an Employer's payroll check is not honored for any reason, except for reasons beyond the Employer's control, a satisfactory Surety Bond of not less than \$10,000.00 guaranteeing payment of such wage checks shall have been furnished to the Union, and for the Contractors who employ more than ten (10) Plasterers, a bond up to \$20,000.00 shall be furnished to the Union. In the event that a salary check is not honored by the bank on which drawn for any reason whatsoever, then the Plasterer affected thereby shall be entitled to two (2) days extra pay for waiting time.

(e) Any employer who is delinquent in paying its fringe benefit contribution to the Fund office later than the thirtieth (30th) day of the following month shall pay six percent (6%) on all late payments or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may require the Trustee to pay for late payments of contributions, whichever amount is greater. All contractors doing work in the jurisdiction of Local 530 must be bonded (or Post a mutual party Certificate of Deposit) in the following manner:

Number of Members of Bargaining Unit Employed	Amount of Bond or Cash Equivalent
1 to 10	\$50,000
11 to 20	\$100,000
over 20	\$150,000

Section 17.

(a) As a condition of the right to employ the employees classified in this Agreement working in the jurisdiction of the Union, each Employer agrees to comply with all the terms and conditions of this Agreement and in condition thereto to furnish proof that he is complying with the Unemployment and Disability Insurance Laws of the State of New York, the Social Security Act of the Federal Government, and has made prompt payment of all monies due to the State of New York or the Federal Government for the aforementioned insurance, Old Age Security payments and withholding taxes, and Unemployment and Disability Insurance.

(b) Each Employer agrees to furnish the Union with a record of the Social Security number assigned to him by the United States Social Security Board, the number issued by the Director of Labor of the State of New York under the Unemployment Act, and a yearly blanket certificate of Compensation Insurance, and notice of cancellation of insurance if and when cancelled.

(c) Each Employer shall submit to the Trustees of the Welfare & Pension Trust Fund a confirmation on behalf of the Employer, prepared and signed by a Certified Public Accountant certifying that all monies due for an items set forth in the first paragraph of this Article and for fringe benefits have been paid in full. This report must be submitted yearly no later than February 25th for the preceding year.

ARTICLE VII: WORKING CONDITIONS

Section 1.

The Employers shall provide for the exclusive use of the plasterers on each job on which they are doing work, a suitable locker for tools and clothing, in an area three (3) square feet minimum per man in size, properly heated and lit. Such lockers shall not be located in excess of six (6) stories from the location the Plasterers are performing work. The Plasterers are allowed to have coffee during working hours.

Section 2.

The Employer, Plasterers or the agents of either shall not accept or give directly or indirectly, any rebate on wages, or give or accept gratuities, or give anything of value or extend any favor to any person for the purpose of effecting any change in rate of wages. The Employers or their representative shall not be permitted to give any advance in wages to Plasterers, nor shall they be permitted to lend money to Plasterers.

(a) Each Employer shall make reasonable provision for the safety and health of his employees and no employee shall be permitted to work on any scaffold whether inside or outside unless said scaffold is erected in accordance with the State regulations governing same.

(b) Scaffolds shall not be erected or removed if it is hazardous to the Plasterers working in the immediate area.

(c) When plastering walls eight and one half (8 ½) feet and under, benches maybe used. A step or a plank run shall be provided.

(d) No plastering shall be started on any building over six (6) stories in height unless elevator service is in operation to carry employees to and from work.

(e) No plastering shall be done from November 15th to April 15th, unless temporary heat is available. During this period no plastering shall be done in areas in which the men are working unless the temperature is a minimum of 40 degrees Fahrenheit.

(f) The parties shall designate representatives to a Joint Committee to consider safety requirements by reason of the use of any machinery, tools or appliances.

Section 4.

No provision of this Trade Agreement shall supersede any Municipal, State or Federal law which imposes more stringent requirements as to wages, hours of work, or as to safety, sanitary or general working conditions than are imposed by this Trade Agreement.

Section 5.

On all jobs where Plasterers are working, the following practices are to be followed wherever and wherever practical;

(a) The mortarboard shall be raised at least ten (10) inches from the scaffold. When practical the mortarboards are to be placed on barrels or stands.

(b) All permanent plain molding shall be run in place or on a bench on the job except as defined in subsections g), h), i) and l) of this Section. All staffwork of composition shall be made and installed by Plasterers. Materials known as compo, shall be made and installed and pointed by plasterers. All GFRI, FRG, GRG or any substitutes for ornamental plaster shall be installed and patched by plasterers.

(c) All coves and bull noses shall be run with a mould on strips over screeds. All arises when in plaster must be run with a mould or formed with strips.

(d) When two-coat work is specified, the same shall be known as brown coat and finish coat. The brown coat must be thoroughly set before the finish coat is applied.

(e) When three-coat work is specified, the same shall be known as scratch coat, brown coat and finish coat. The scratch coat shall stand at least six (6) hours and shall be thoroughly set before the brown coat is applied, but this shall not apply on minor alterations. The brown coat must be thoroughly set before the finish coat is applied.

(f) When the brown coat is used as a finish coat it shall be straight and true and floated or otherwise finished according to the texture desired, and shall be left in a workmanlike manner.

(g) All browning shall be done in a thorough workmanlike manner and it is understood and agreed that all browning on walls, columns, pilaster and partitions shall be screeded and rodged to a straight and true surface before the finish coat is applied.

(h) Where interior concrete surfaces are required to be plastered, the first or bonding coat shall be especially prepared for this purpose.

(i) All concrete ceiling shall be screeded and browned in a workmanlike manner, except when bonding agent and finish coat only are specified.

(j) When the finish coat is applied it shall be trowelled to a smooth surface free from cat faces, blockheads, blisters, etc., and all angles and surfaces must be left straight and true.

(k) All acoustic plaster shall be applied and finished in a workmanlike manner.

(l) All partitions for terrazzo, mosaic or ceramic tile on walls and ceilings shall be scratched and browned and brought to a straight and true surface.

(m) All cement work shall be done in a proper workmanlike manner.

(n) No Plasterer shall be allowed to work on any corner beads that are put on beams, arches or groined ceilings.

(o) Moldings on walls or ceilings, where seventy five (75) percent and eight (8) inches or less in width, may be cast and stuck.

(p) The casting or riming of coffered ceilings panels, balconettes, geometric designs or modernistic ornamentations shall be governed solely by the practical result desired. There shall be no restrictions as to the method employed if it does not impair the quality of the completed job. If there is a difference in opinion the matter should come before the Joint Trade hereinafter provided for.

(q) On any alteration where the work would ordinarily be run but cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast and apply such work.

(r) Application of epoxy, cementitious material or other base materials trowelled on, sprayed on, or hand applied surfacing, whether receiving aggregate chips (regardless of size) or not, is to be done in a workmanlike manner.

(s) On all plain surfaces or members of panels, cornices, etc., it shall be permissible to make an impression from the natural wood board, from which casts shall be made and applied to models. All models for ornament shall be grained, either by the Plasterer and same applied wherever necessary. Materials used for imitation woodwork should be especially prepared materials, fibrous and hard. Sizes of casts shall conform to the requirements of the job.

(t) All compo and composition other than those poured or pressed in glue or plaster moulds, shall belong to the Plasterers as their exclusive specialty.

(u) Acoustical or imitation stonework or texture antique finish may be cast or applied as required by the architect.

(v) All small spandrel panels under two feet, small caps, and other similar work may be cast and stuck whether plain or enriched.

(w) Diminished fluted pilasters and columns or pilasters and columns with entasis may be cast.

(x) All caps on columns over two feet square shall be run unless fifty per cent enriched.

(y) The Employer shall be permitted to introduce such tools and techniques for performing Plasterers' work as they shall deem fit.

ARTICLE IX: SHOP STEWARDS, FOREPERSON AND BUSINESS AGENTS

Section 1.

All Employers who do the work as set forth in this Trade Agreement shall employ Plasterers exclusively to perform such work and shall employ Plasterer Shop Stewards. Where more than one Employer does Plasterer work on a job site, each Employer shall employ Plasterers exclusively to perform the work and each Employer shall employ Plasterer Shop Stewards.

Where Plasterers are employed on a job, the Union shall designate a Shop Steward who shall be the second man on the job. He shall see to it that the classification of work as defined herein is observed and that the Employers are complying with all the terms of this Trade Agreement. The Shop Steward shall have the right to inspect all dues books and working cards. He shall see that the proper facilities for doing the work in proper workmanlike manner are available, such as moulds, screed rods, darbies, feather edges, cornice rods, beam rods, regulation size mortarboards not to exceed 6 feet by 5 feet, proper scaffolding, lighting and heating facilities. Adequate time shall be allowed by the Employer to the shop steward for the

performance of his duties as herein specified. He shall perform these duties as shop steward with the least possible inconvenience to his Employer. He is to work as a Plasterer, and not use his position as Shop Steward to avoid performance of his duties as a Plasterer. On overtime work the Shop Steward shall always be the second man employed for overtime work. If the Shop Steward be discharged, he shall at once be reinstated until the matter is brought before the Joint Trade Board and the decision of the Union shall control, and if any time has been lost, the Shop Steward shall be paid for all lost time up to five (5) days only. The Shop Steward is to be the next to last man to be discharged

Section 2.

The Business Agent shall have the right to visit and go upon the Employer's job site during working hours and they shall not be interfered with while making such visits.

Section 3.

A Plasterer foreperson shall be required on all jobs where six (6) or more Plasterers are employed. Such foreperson shall be representative of the Employer and shall be in direct charge of the Plasterers on the job, although he may perform such acts incidental to the operation of plastering as the Employer directs. The foreperson shall immediately report to the shop steward all the Plasterers he hires, lays off and/or discharges.

Section 4.

(a) The Union shall have the right to discipline its members. A foreperson may only be removed from a job by the Union with the approval of the Joint Arbitration Board.

(b) No person other than the Employer or foreperson shall have the right to give orders in regard to work or to interfere during working hours with employees.

(c) It shall be considered a violation of this Agreement if more than one (1) Employer of a corporation persists in standing on the job for an excessive length of time for the purpose of intimidating the plasterers.

ARTICLE X: APPRENTICES

Section 1.

In order to maintain a sufficient number of skilled mechanics in the Plastering Industry, the Plastering Apprentice Program, approved by the Plastering & Spray Fireproofing Contractors Association, Inc., and the Operative Plasterer & Cement Masons International Association, Local 530 is hereby made a part of this Agreement.

Section 2.

(a) On each job-site where more than three (3) Plasterers are working, the Employer shall be required to hire one (1) Apprentice. On each job site where more than five (5) Plasterers are working, the Employer shall be required to hire two (2) Apprentices. On each job site where there are more that five (5) Plasterers, the Employer shall be required to hire one (1) additional Apprentice for every three (3) additional Plasterers.

(b) When an Employer has three (3) Plasterers working, regardless of the number of job sites, the fourth Plasterer hired by the Employer shall be an Apprentice. The Employer shall thereafter hire an Apprentice as each fourth Plasterer.

(c) Apprentices are to be enrolled under the auspices of Joint Apprenticeship Committee.

(d) Contributions for Apprentices shall be allocated in accordance with the current percentage breakdown of the various funds. Apprentices shall participate in all Funds as provided in Article VII of this Agreement.

ARTICLE XI: STRIKES & LOCK OUTS

Section 1.

Except as herein otherwise provided for, the Union shall not order a strike against any Employer or Employers, who are parties to this Trade Agreement, nor shall any Employer or Employers, acting jointly or severally, directly or indirectly, lock out any Plasterers represented by the Union, parties to this Trade Agreement. The Union shall not be responsible for any unauthorized strike or its results but will discipline the members causing such strike and disorder.

Where any of the workers engaged on a construction job, including men who load materials in building supply yards within the regions defined in Article II, and who unload at the point of construction, are not represented by unions affiliated with the Building and Construction Trades Council, a non-union condition exists, entitling the Union, in its discretion to withdraw the men from the job. The Union may return its men to the job at any time after the Employer complies with this Trade Agreement. The Union is entitled to construe the meaning of a "non-union condition" which shall be binding upon the Employer and Employers and is not restricted by any sentence or clause herein.

When the Joint Arbitration Board, upon investigation, becomes convinced that the Plasterers on any job are being paid less than the rate of wages prescribed in this Trade Agreement it shall give notice to the Employer, orally or in writing, and shall be entitled, in its discretion, to withdraw the Plasterers from such job.

The failure of the Employer to pay wages, fringe benefit contributions and/or remit working dues check-offs or comply with the reporting requirements for payment of fringe benefit

contributions and/or working dues check-off shall constitute a breach of this Agreement and the Union shall be entitled to withdraw all Plasterers from such Employer.

ARTICLE XII: JOINT TRADE BOARD

Section 1.

Any question or dispute between an Employer bound by this Agreement and the Union arising under this Agreement shall be settled by the Joint Trade Board. The Plastering and Spray Fireproofing Contractors of New York, Inc. will jointly administer trade board disputes with the Employer. Where a violation exists, that violation shall cease pending final settlement. If said violation does not cease, the Union can refuse to supply manpower to the job. All matters related to fringe benefit contributions and dues check-off are excluded from the arbitration provisions of this Agreement.

Section 2.

The Joint Trade Board shall consist of six (6) members; three (3) members appointed by the Association, and three (3) members appointed by the Union. Four members shall constitute a quorum and neither side shall cast more ballots than the other. The Joint Trade Board shall meet upon the request of either party to this agreement within twenty-four (24) hours of such request to consider any dispute or disagreement between the parties to this Agreement. Fines and penalties shall be determined by the Joint Trade Board.

Section 3.

The Joint Trade Board is empowered to hear and decide in arbitration, as hereinafter provided, all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement and to make such awards or assess remedies, damages and penalties for violations of this Agreement. The Joint Trade Board shall have the authority to issue awards with respect to all grievances and disputes in any manner which they deem reasonable, and shall have all powers necessary to remedy complaints brought before them, including, but not limited to, awards for 1.5 X the total package (wages and fringe benefits) for every man hour lost resulting from or in violation of this Agreement; awards including liquidated damages, and the assessment, against any party, of interest on monies due, attorney's fees, and the cost and expenses of arbitration. Monetary awards that exceed reimbursement amount for lost wages and fringe benefits will be contributed by the assessed Employer to the General Fund.

Section 4.

The decision of this Board shall be by majority vote of both sides, and shall be rendered within twenty-four (24) hours of the time the dispute is submitted to the Board. The decision of the Board shall be final and binding upon all parties to this Agreement.

Section 5.

In the event that the Board cannot reach a decision within twenty-four (24) hours, the question or dispute shall be submitted to a Joint Tribunal, consisting of one member to be appointed by the Association and one member to be appointed by the Union. The Union and Association representatives shall endeavor to agree upon a third party, who is not a member of the Association or of the Union. This three (3) member Tribunal shall render a decision in writing within twenty-one (21) calendar days of the Joint Trade Board meeting at the request of the parties. The decision of the Tribunal shall be binding upon the parties hereto, and enforceable in court as an arbitration award. In the event the Union and the Association representatives cannot agree on a neutral third party, the matter will be referred to the American Arbitration Association.

ARTICLE XIII: MISCELLANEOUS

Section 1. - Separability

It is further agreed by and between the parties hereto that if any Federal or State Court shall at any time decide that any clause or clauses of this Trade Agreement is or are void or illegal, such decisions shall not invalidate the other portions of this Trade Agreement, but such clauses shall be stricken out and the remaining portion of this Trade Agreement, but such clause or clauses shall be considered binding between the parties hereto. Nothing contained in this Trade Agreement shall be construed to deprive any individual Plasterer from pursuing whatever civil or criminal remedies they may have under the law for the collection of their wages, or any part thereof.

Any provisions of the Trade Agreement hereinabove mentioned which provide for Union security or employment in a manner and to an extent prohibited by any law or the determination of any Governmental Board or Agency, shall be and hereby are of no force or effect during the term of any such prohibition, it is understood and agreed, however, that if any of the provisions of the said Trade Agreement which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the Court of highest recourse to be legal or permissible then any such provision of the said Trade Agreement shall immediately become and remain effective during the remainder of the term of this Trade Agreement. The Union reserves the right to renegotiate any of the provisions of the Trade Agreement, which may be of no force or effect.

Section 2.

The Employer agrees that within forty-eight (48) hours after the execution of this Trade Agreement, it will submit to the Union a schedule setting forth in full the name of each member or officer of the Employer's firm (partnership or corporation), any trade name and all future changes thereof.

Section 3.

The Employer further agrees that it will immediately notify the Union in writing of any change in its membership or officers, setting forth the names of those members or officers which may have dropped out or been suspended from the firm (partnership or corporation) and all the new members or officers, and in case of a new firm doing business under a trade name, the name of the new principal.

Section 4.

This Trade Agreement shall apply to and bind the parties hereto, their successors and assigns, doing work within the trade and geographical jurisdiction of this Agreement.

Section 5.

It is further agreed by and between the parties hereto that if the INDEPENDENT CONTRACTOR shall at any time prior to the termination of this agreement execute an agreement at an hourly rate of wage higher than that provided for in this agreement than the hourly rate of wage for this agreement shall be increased to the hourly rate established by the agreement between the INDEPENDENT CONTRACTOR and the Union.

ARTICLE XIV: RETROACTIVITY

It is mutually agreed that all terms and conditions provided for in this Trade Agreement, including wages and fringe benefit contributions are retroactive to July 1, 2005

ARTICLE XV: DURATION

1. This Agreement shall continue in full force and effect until terminated in accordance with the terms of this Article.
2. This agreement went into full force and effect on July 1, 2005, and shall continue in full force and effect until the close of business on January 31, 2009. Either party may terminate this agreement at midnight on January 31, 2009 by notifying the other party in writing at least sixty (60) calendar days prior to such date. If no notice of termination is given, this agreement shall automatically continue in full force and effect for successive renewal subject to the right of either party to terminate this agreement at the end of the renewal period by notifying the other party in writing no later than sixty (60) calendar days nor more than ninety (90) calendar days prior to the end of such renewal period of its intention to terminate the agreement. The parties may change or alter, upon mutual agreement, this agreement and such changes or alterations shall not affect the continuation of this agreement.

3. If either party desires to terminate this agreement and notifies the other party in writing at least sixty (60) calendar days prior to January 31, 2009, such party will have the opportunity to present proposed changes and amendments to the then current agreement up to and including the first formal negotiating meeting of the parties.

ARTICLE XVI: EFFECTUATING CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year below, and represent to each other that they were duly authorized to enter into this Agreement. The individual signing on behalf of the Employer hereby affixes his signature in a dual capacity both on behalf of themselves and on behalf of the Employer and represents by this signature their authority to bind themselves, the Employer or Firm and the principles and members thereof. The person signing on behalf of the Employer also agrees to be personally bound by and to assume all obligations of the Employer provided for in this Agreement.

Signed by both Parties of this _____ day of _____, 20__ in Bronx, New York.

INDEPENDENT CONTRACTOR (EMPLOYER)

Print Firm Name: _____

Signature: _____

Print Name & Title: _____

Firms Address: _____

City, State & Zip.: _____

Phone Number: _____

Employer Tax ID#: _____

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL
ASSOCIATION, LOCAL NO. 530**

Local Union Representative

