

TRADE AGREEMENT

Between the

**OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, LOCAL NO. 262**

And the

**Independent
Contractors**

EFFECTIVE ON OR AFTER AUGUST 1, 2017 TO JULY 31, 2020

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. 262 (hereinafter "Union")

ARTICLE I: PARTIES

Section 1

The Employer (hereinafter "Employer") means a party to and bound by this Agreement, obligate themselves and their agents and others controlled by them, 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 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 the Employer's unequivocal recognition is based on the fact that the Union has shown the Employer evidentiary basis of its majority support of employees in the bargaining unit as described by this Agreement.

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 262 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 journey person 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 262 Fringe Benefits 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, an 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 262 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 262 Fringe Benefit Funds and to the Union to the extent that such withheld sums are satisfactory. The Employer shall contact the Local 262 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.

(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 this 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 on the date of execution of this Trade Agreement shall be required, as a condition of continued employment, to become and remain members on good standing in the Union after thirty-one (31) days following the execution of this Agreement or its effective date, or their date of employment, whichever is later.

(b) The Employer shall provide twenty-four (24) hour notice to 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 employees, the Union, at its own expense, agrees to maintain an out of work list 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 list 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 aspect or obligation of union membership, policies or requirements.

(e) 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.

(f) Registration of jobs

Every employer must register with the Union prior to the commencement of any job within the Jurisdiction of the Union, on a written Job Registration Form that shall be required by the Union. The completed Job Registration Form shall state the exact location and nature of job or operations.

The Job Registration form must be faxed to 718-357-2057 or mailed by overnight mail to 15050 14th Road #4, Whitestone, NY 11357, prior to commencement of any job in the jurisdiction of the Union.

Failure to register a job on a timely basis will result in a fine established by a Joint Trade Board Committee as set forth in Article XII in the Agreement. The fines for failure to register a job are as follows:

First Offense: up to \$2,500

Second Offense: up to \$5,000

Third Offense: up to \$10,000

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, gender, gender identity, age, disability, marital or partnership status, citizenship status, religion, 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, each 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, cover coat, 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 wallboard, and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same.

All 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 processes shall be performed by plasterers. All sealing of all fireproofing regardless of material and application procedures shall be the work of the Plasterers.

Application of epoxy, cementitious 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 shall be the work of the Plasterer.

All work encompassing the application of polyurethane and application of sealer on top of a finished product.

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 is 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, rubbing, polishing and cleaning, whether done by hand, machine, or any other method, is recognized as the work of the Plasterer, except a base six inches or less 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 and above six (6) inch cove base.

(d) Plasterers shall perform all waterproofing of work their jurisdiction, 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 mouldings run in place and all staff work, the making of templets 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 they do not exceed two (2) feet in width and four (4) feet in length.

3. Mouldings 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 mouldings 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 templets 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, 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 re-carved 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 of outlines of same shall 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., the scrolls on sides of brackets, Greek frets, key blocks, guilloches, etc.

(p) The pressing of clay in moulds, the running of clay mouldings, 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 Caster, Compo Improver, Spray-on Applicators, Acoustic Tile Applicators and Modelers is within their jurisdiction.

(r) All applications of K-Dex Compound or Covercoat Compound over concrete ceilings, columns, and walls shall be the work of the Plasterer. Application of any plaster-base or other material to the seams or imperfections in the surfaces of concrete ceilings and columns resulting from the concrete forms or the pouring of the concrete, such application being preparation of K-Dex Compound or Covercoat Compound over the ceilings and columns. This work includes all such applications whether performed from the floor, stilts, scaffolding or by any other means.

(s) 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.

(t) All spray fireproofing pumps and any and all supporting equipment. In addition, an apprentice shall be assigned to each journeyman performing work with the exception of fireproof patching.

(u) Spraying through a 2" hose.

ARTICLE VI: HOURS

Section 1

Eight (8) hours shall constitute a day's work unless less hours are approved in writing by the Business Manager. The regular hours shall start at 6:30 a.m. and end at 3:00 p.m. or start at 7:00 am and end at 3:30 p.m. or start at 7:30 a.m. and end at 4:00 p.m. or start 8:00 a.m. and end at 4:30 p.m. with one half (1/2) hour for lunch to be taken between the third and fifth hours from each starting time. If all other trades agree in writing there shall be an additional starting time at 6:00 a.m. and ending at 2:30 p.m.

Section 2

a) The following days shall be known as Holidays:

Sundays, New Year' s Day, President's Day, Memorial Day, Independence Day, Labor Day, 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.

- b) All work performed on Sundays and Holidays during the “regular hours” defined in section 1, shall be paid for at twice the rate of the regular work hours.

- c) 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.

When it is not possible to conduct work during regular working hours, as defined in Article IV, Section 1 of this Agreement, said work shall proceed on a shift time basis. In the event the Employer elects to conduct work outside of regular working hours, the shift work shall start at a time set with the mutual consent of the Employer and the Union’s Business Manager. The Shifts shall receive a shift differential of twelve per cent (12%) of regular pay and shall consist of a minimum of eight (8) working hours. Once the starting time for the 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. In addition, Plasterers working on shift work shall be allowed a paid one-half hour to eat. The Employer shall notify the Union five (5) business days in advance of beginning shift work. In the event of the necessity to perform shift work, 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.

When an individual plasterer works over eight (8) hours in any twenty-four (24) hour period, the time after the completion of the 8th hour shall be considered overtime (i.e. the 9th hour and beyond).

Overtime shift work performed on Monday through Friday shall be paid at one and one-half times the rate of the shift differential. All shift work performed on Saturday (except Holidays) shall be paid at one and one half times the rate of the shift differential. All shift work performed on Sundays and Holidays shall be paid at two times the rate of the shift differential.

All work performed outside of 8:00 AM to 12:00 Noon and 12:30 to 3:30 PM 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, or one and one half times the shift differential rate if shift work is performed.

All work performed on Sundays and Holidays shall be paid for at twice the rate of the regular work hours, or twice the shift differential rate if shift work is performed.

Section 3

Notwithstanding the foregoing, when employees are performing work on 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. Such work performed beyond eight (8) hours per day shall be paid at the rate of one and one-half (1½) times the regular straight-time rate for a regular workday. The proper overtime rate shall apply for all EIFS and exterior work performed on Saturdays, Sundays and Holidays.

Section 4

If an Employer requests an Employee; the Employee reports to work, and the Employee is not put to work through no fault of the Employee, the Employee shall receive (2) two hours of show-up pay at the respective Journeyman/Apprentice rate of pay and benefits. If the reason for the Employee not to work is no fault of the Employer than no show up time is warranted.

ARTICLE VII: WAGES AND FRINGE BENEFITS

Section 1

Journeyman Plasterers, Apprentices and Applicators

Wages and Fringe Benefits shall be paid in accordance with the current wage and benefit sheet as produced from the Union and/or Fund Office.

- a) Each overtime hour shall be counted as one regular hour for which contributions are payable. For administrative convenience all fringe benefit contributions, and all dues remittances shall be paid by the Employer, monthly, by check to the order of the "Operative Plasterers' and Cement Masons' International Association, Local 262 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 262". The Employer shall make contributions according to the following schedule:

The Contractors Association Plastering Industry Advancement Program shall indemnify and hold harmless the Local 262 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 262 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. The Association shall remit \$1000 a year to the Local 262 Funds annually on or before July 1. These contributions shall be remitted by the Operative

Plasterers' and Cement Masons' International Association, Local 262 General Benefits Fund to the office of the Plastering Industry Advancement Program within ten (10) business days of receiving the aforementioned contributions from the Employer.

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

(i) \$2.60 working dues from the weekly gross wages (excluding fringe benefits) for journeypersons, forepersons except for 1st year apprentices. (See Wage & Benefit sheets for working dues for each classification). A separate check should be issued to the Northeast District Council of Plasterers & Cement Masons at 15050 14th Road #4, Whitestone, NY 11357

(ii) one percent (1%) of wages and fringe benefits for International Working Dues shall be deducted from the Employee's gross pay and a separate check should be issued to the Northeast District Council of Plasterers & Cement Masons at 15050 14th Road #4, Whitestone, NY 11357

Tier Rates

Employees hired prior to August 1, 2017 shall receive Tier 1 wages. Employee hired August 1, 2017 and thereafter shall receive Tier II wages.

Tier 1 employees shall be given preference on commercial work.

On residential work only, the first employee must be Tier I. Thereafter, an equal number of Tier I and Tier II workers must be employed unless the Union is unable to provide sufficient Tier I workers to match the number of Tier II workers on the job.

After 10,000 hours a Tier II Employee may rise to a Tier I Employee.

See the attached wage sheet for the applicable wages and benefits.

Section 2

The Union shall indemnify and hold harmless the Local 262 Funds from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, contracts, controversies, agreements, promises, damages, judgements, 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 262 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 262

General Benefits Fund to the office of the Union within a reasonable time from receiving the aforementioned working dues from the Employer.

(a) Forepersons: the scale of wages for a foreperson shall be no less than \$3.00 per hour over the regular wage rate for a journeyman Plasterer. (See page 24-Section 3).

Spray Rate Wage: the scale of wages for a sprayer of a big gun with a 2 inch hose shall be no less than \$1.00 per hour over the regular wage rate for journeyman Plasterer.

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

- (i) \$0.32 to the welfare fund
- (ii) \$0.25 to the annuity fund
- (iii) \$0.30 to wage
- (iv) \$0.01 to the international assessment
- (v) \$0.10 to dues
- (vi) \$0.02 to the Industry advancement fund

The wage and benefit fund increases total is \$1.00. 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 3

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 to 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 262. These Standards are incorporated as part of the Agreement.

Section 4- Wages

- a) Employers shall make payment of all wages due in lawful currency, including by check and/or direct deposit 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 locations 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.
- d) If for any reason, the contractor terminated the services of plasterers, the accrued wages of such plasterer shall be paid to him at the time of the termination of his employment; otherwise, if he is directed to report at the contractor's office for payment or if the employee's check is returned for insufficient funds he shall be entitled to receive payment at time and one-half for every hour consumed in traveling to and waiting at such office for payment, deducting from such time as may be the regular part of such day's work. If payment is not received at the office, as directed, such plasterer shall report on the next working day at such office, unless specifically directed to report on the job and shall continue to do this each day until he has been paid, and during such waiting time, he shall be entitled to a full day's pay for each day he reports at the office or job. If any plasterer shall, of his volition, leave the services of his contractor, then the contractor may retain the wages until the next pay day.
- e) 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 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.
- f) 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.
- g) Notwithstanding anything herein contained, Employers shall have the right to make weekly payments of wages by check provided:
 - i. All legal requirements are complied with;
 - ii. Written notice by registered mail shall first have been given to the union;

iii. Delivery of checks to Plasterers shall be at least one day preceding a banking day; and

- h) 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.
- i) 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 the Trustees to pay for late payments of contributions, whichever amount is greater. All contractors doing work-in the jurisdiction of Local 262 must be bonded (or Post a mutual party Certificate of Deposit) in the following manner:

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

Section 6

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 addition 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.

Section 7

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.

Section 8

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 all 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.

Section 9

Apprentice Wages and Fringe Benefits

See the attached Wage & Benefit Rates sheet for the applicable wages and benefits.

To qualify for advancement to the next term, an apprentice must work as a Plasterer Apprentice at least 800 hours for an Employer bound by an Agreement with the Union.

The wages of Apprentices shall be increased in an amount proportional to the increases in the wages of Journeyman Plasterers hourly rate for work performed during regular hours and premium time of work. The Union shall notify the Employer of the Apprentice wage rates at least 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.

- a) For Work Performed in the Geographic Jurisdiction of Local 262
- b) All of the above-referenced Contributions must be remitted in a single check made payable to the “Local 262 General Benefits Fund”.
- c) 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.

ARTICLE VIII: COLLECTION OF DELINQUENT CONTRIBUTIONS

Section 1

- a) Contributions are due the first full week following the month work was performed. Remittance Reports shall be forwarded monthly to the Fund office, together with checks

covering the contribution amounts owed. Employer remittance reports shall identify all job sites where the Employer is performing bargaining unit work.

- b) Contributions become vested plan assets when they become due from the Employer, whether or not they have been paid to the Funds, and title to all money paid to or due and owing the Funds vests and exclusively remains in the Trustees of the Funds.
- c) Contributions set forth in Article VII 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.
- d) Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust creating the Local 262 Funds and by all the Plans and resolutions adopted to regulate the Local 262 Funds as well as the Collection Policy and rules and regulations of the Funds referenced herein and 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.
- e) In the event that contributions and remittance reports as set forth herein, the Fund Administrator shall send the Employer a first written notice of delinquency, on Fund letterhead, advising the Employer that the contributions must be received immediately and notifying the Employer of the penalties for failure to make timely payments. The notice shall also advise that if payment is not received by the Fund office within ten (10) days, the delinquency shall be referred to legal counsel.
- f) In the event an Employer still fails to pay the delinquent contributions, the Fund Administrator shall refer a list of all delinquencies to legal counsel for collection. Legal counsel shall send the delinquent employer a second written notice, advising the Employer that the contributions and remittance reports must be received immediately and that in addition, the Employer may now be liable for interest, liquidated damages, attorney's fees and court costs and disbursements incurred in collecting the delinquency. Additionally, the Employer will be liable for any and all health claims incurred by the employees of the Employer during the period of the delinquency.
- g) In addition to all other remedies under this Agreement, the Trustees, at their discretion, may pursue other remedies including, but not limited to, arbitration and the filing of a lawsuit in federal court. 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.

- h) In the event legal proceedings are instituted, in addition to the delinquency, the following are collectible:
- INTEREST IN ACCORDANCE WITH THE FUND POLICY
 - LIQUIDATED DAMAGES AT THE RATE OF 20%
 - COSTS AND DISBURSEMENTS INCLUDING AUDIT FEES IF APPLICABLE
 - ATTORNEY’S FEES
- i) If the remittance reports indicate an over-payment, the Employer shall receive a credit for same upon the submission of appropriate documentation in support thereof along with a written request. The Trustees have discretion to deny a request for return of an overpayment that is later than one-year from an over-payment.
- j) Whenever the Employer is in default of the payments to the Local 262 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 2- Bonding

All Employers doing work in the jurisdiction of Local 262, except for PLA (Project Labor Agreement) work, must be bonded in the following manner:

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

The Union and/or Fund Trustees reserve the right to impose a higher bonding requirement based on the projected work on a particular job or the projected work of the employer generally. Employers shall be bonded in sufficient amounts to guarantee all Fringe Benefits, if found to be delinquent. If an employer is unable to secure bonding, monies equivalent to the amount of the bonding originally required, shall be deposited with the Benefit Funds.

If an Employer is a member in the P.S.F.C. N.Y. or Plastering & Spray Fireproofing Contractors of Greater New York Associations that Employer shall not be required to post a bond provided: i) they are a member in good standing, ii) Employer has designated the Association to act as its collective bargaining representative for the contract term, iii) Employer’s payroll records have been audited by the Fund’s auditor when requested, iv) Employer’s most recent audit does not show a material discrepancy. (If a material discrepancy is found and not resolved within 60 days or otherwise agreed by Trustees, the Association Employer may be required to post a bond.)

Section 3

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 262 Funds incur additional cost and expense. The Employer hereby agrees that in the event any payment to the Local 262 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 of the fees charged by the bank to cover such additional costs, charges and expenses. Thereafter, the employer will be required to pay all contributions by certified, bank check or cash. Nothing herein is intended, nor shall it be interpreted, to mean that the Local 262 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.

Section4- Audit Procedure

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 Trustees 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. Nothing 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.

When Auditors are sent to audit the books of any Signatory 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 furnished, then the said Signatory shall be penalized and shall pay the sum of \$1,000.00 per appointment, to cover the expense of the Auditor or Auditors.

If an audit deficiency is less than 5% of the signatory's contributions for last year prior to the audit deficiency the audit and attorney's fees will be waived.

It shall be a violation of this Agreement for any Signatory 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 Signatory upon twenty-four (24) hour 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 of pay.

ARTICLE VIII: 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 gang box, for tools and clothing. 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 representatives shall not be permitted to give any advance in wages to Plasterers, nor shall they be permitted to lend money to Plasterers.

Section 3

(a) Each Employer shall make reasonable provision for the safety and health of his employees and no employee or employees 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 may be 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 unless temporary heat is available whenever the weather is cold.

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 whenever 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 moldings 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 by Plasterers. All GFRI, FRG, GRG or any substitutes for ornamental plaster shall be installed and pointed by plasterers.

(c) All coves and bullnoses 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, pilasters 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 ceilings 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 to any corner beads that are put on beams, arches or groined ceilings.

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

(p) The casting or rining 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 Board 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 or epoxy, cementitious 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 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 hand 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 stone work 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 person on the job with the exception of fireproofing jobs wherein the first person can be used as a shop steward. The Shop Steward 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 Agents shall have the right to visit and go upon the Employer's jobs 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 four (4) 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 hired, laid off and/or discharged.

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.

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 Contracting Plasterers' Association of Greater New York and the Operative Plasterers & Cement Masons International Association, Local 262 is hereby made a part of this Agreement.

Section 2

(a) On each job-site where more than two (2) Plasterers are working, the Employer shall be required to hire one (1) Apprentice when available.

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

(d) Contributions for Apprentices shall be allocated in accordance with the current percentage breakdown of the various funds.

ARTICLE XI: STRIKES & LOCKOUTS

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.

Section 2

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.

Section 3

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.

Section 4

The failures 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.

The Union may withdraw Plasterers from any job to enforce payment of contributions 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 wages of Plasterers or to enforce payment to the Union of dues check-offs already deducted from the wages of Plasterers.

Subject to the arbitration provision set forth herein, 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 sixteen (16) 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 5

Subject to the arbitration provision set forth in herein, the Union shall not 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.

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. 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 four (4) members: two (2) members appointed by the Association, and two (2) 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 may include 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 the 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 clause or clauses shall be stricken out and the remaining portion of this Trade Agreement shall be considered binding between the parties hereto. Nothing contained in this Trade Agreement shall be construed to deprive any one or more 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 re-negotiate 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 Plastering and Spray Fireproofing Contractors of New York shall at any time prior to the termination of this agreement execute an agreement at an hourly rate of wage and/or benefits higher than that provided for in this agreement than the hourly rate of wage and/or benefits for this agreement shall be increased to the hourly rate established by the agreement between the Plastering and Spray Fireproofing Contractors of New York and the Union.

ARTICLE XIV: PERIOD OF AGREEMENT

This Agreement is effective for the period starting on the first day of _____ and until the _____. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing term that it does not wish to renew the term of this Agreement.

ARTICLE XV-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.

Signed by both parties as of this first day of _____, New York.

Independent Contractor

Print Firm Name: _____

Signature: _____

Print Name & Title: _____

Firm's Address: _____

City, State & Zip.: _____

Phone Number: _____

Employer Tax ID#: _____

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL
ASSOCIATION, LOCAL No. 262**

Local Union Representative