

AGREEMENT

between

LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS
OF MASSACHUSETTS, INC.

BUILDING TRADES EMPLOYERS' ASSOCIATION OF
BOSTON AND EASTERN MASSACHUSETTS, INC.

MASTER PLASTERERS ASSOCIATION
OF BOSTON AND VICINITY

BOSTON PLASTERERS, CEMENT MASONS AND ASPHALT LAYERS
UNION LOCAL NO. 534

OF THE

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION

EFFECTIVE - JULY 1, 20 16
EXPIRES - JUNE 30, 20 20

Agreement made this 1st day of July 2016 between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Master Plasterers Association of Boston and Vicinity on behalf of such members as may from time to time authorize the same to be done, and such other Employers who assent to its provisions by signature thereto, herein known as the Employer and Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534 of the Operative Plasterers and Cement Masons International Association covering Maine, Massachusetts, New Hampshire, and Vermont, known as the Union. A current list of members of the Associations who have so authorized will be furnished the Union upon signing of the Agreement. Said list shall contain the business name, address and telephone number of members. The Associations shall provide the Union with additions to the lists during the term of this Agreement. Each Employer when requested by the Union shall furnish to the Union its Federal Identification Number, Massachusetts Unemployment Compensation Number and a copy of its Workmen Compensation Insurance Certificate.

ARTICLE I

Union Security

Section 1. Union Shop - Newly hired and existing employees performing Cement Masons and Plastering work covered by this Agreement shall become members of this Local Union after the seventh (7th) day following the beginning of their employment, or the effective date of this agreement, whichever is later and maintain their membership in good standing.

Section 2. It is agreed that the Employer shall deduct the amount shown in Article II, Section 1 representing working dues deduction from net wages after taxes for each and every hour worked by all employees covered by this Agreement; provided, such employee has executed voluntary written authorization for such deductions.

Section 3. It shall be the sole responsibility of the Union to secure appropriate signed individual authorization for payroll deduction of union working dues in accordance with applicable provisions of law. The union shall indemnify and hold harmless each Employer from any claim arising under this Article, including the furnishing of Counsel to defend against any such actions.

ARTICLE II

Wages, Overtime, Foreman

Section 1. Zone 1 is defined as the Commonwealth of Massachusetts counties of Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester.

It is agreed that the 2012 settlement meets all of the funding obligations of the employer as defined by the Segal Company to fulfill the funding needs of the Plasterers and Cement Masons Local 534 Pension Fund and the requirements of the Pension Reform Act of 2006.

Wages and benefits for Plasterers and Cement Masons in Zone 1 will be as follows:

7/1/16 Total \$73.46 = w \$39.00 12.20H/W + 12.33P + 1.00ATF + 7.00AF + .10 MCAP + .50LMCF + 1.30SUB + .03BTEAPCM
1/1/17 \$74.54 = w \$40.00 12.20H/W + 12.41P + 1.00ATF + 7.00AF + .10MCAP + .50LMCF + 1.30SUB + .03BTEAPCM
7/1/17 \$75.61 \$1.07 (to be allocated)
1/1/18 \$76.69 \$1.08 (to be allocated)
7/1/18 \$77.76 \$1.07 (to be allocated)
1/1/19 \$78.84 \$1.08 (to be allocated)
7/1/19 \$79.91 \$1.07 (to be allocated)
1/1/20 \$80.99 \$1.08 (to be allocated)

D = Working Dues Deduction from net wages after taxes - See Article I
H/W = Health and Welfare Fund - See Article IV
P = Pension Fund - See Article V
AF = Annuity Fund - See Article VI
ATF = Apprentice Training Fund - See Article XV
MCAP = Massachusetts Construction Advancement Program - See Article XVI
LMCF = Labor Management Cooperation Fund - See Article VII
VAC = Vacation Deduction from Net Wages After Taxes to H/W
BTEAPCM = Building Trades Employers Association Cement Masons and Plasterers Industry Fund - See Article VII (B)
SUB = Supplemental Unemployment Benefit Plan - See Article VII (A)

The Union shall have the option to divert money from wages to any of the funds or from one fund to another provided for in this Agreement upon sixty (60) days prior written notification to the Associations signatory hereto.

It is mutually agreed to form a committee of Union and Employer representatives to work out ways to mutually explore lower rates and/or special conditions to compete on certain work.

Section 1a. Zone 2 is defined as Maine, New Hampshire and Vermont and includes the following counties in Western Massachusetts: Berkshire, Franklin, Hampden and Hampshire.

The following wage and benefit rates apply to work in Zone 2 as defined above:

7/1/16	Total \$63.36 = 34.57 wage + 12.15H/W + 12.33P + 2.23AF + 1.30SUB + .03 BTEAPCM + .25LMCF + .50ATF
1/1/17	\$64.50 \$1.14(to be allocated)
7/1/17	\$65.64 \$1.14(to be allocated)
1/1/18	\$66.77 \$1.13(to be allocate)
7/1/18	\$67.91 \$1.14(to be allocated)
1/1/19	\$69.05 \$1.14(to be allocated)
7/1/19	\$70.19 \$1.14(to be allocated)
1/1/20	\$71.32 \$1.13(to be allocated)

Section 2. Work performed outside the agreed upon regular workday Monday through Friday shall be paid at the appropriate overtime rate: the first three hours (3) worked shall be paid at the time and one-half (1 1/2) rate, any work beyond three (3) hours shall be paid at twice the regular rate. However, Cement Masons working on a concrete pour shall be paid at twice(2x)the regular rate for any work beyond two (2) hours after the end of the regular work day. The first eight (8) hours worked on a Saturday are at the time and one-half (1 1/2) rate and any work beyond eight (8) hours shall be paid at twice the regular rate. All work performed on Sundays and holidays shall be paid for at twice the regular rate. These overtime rates apply to Zones 1 & 2.

On a continuous concrete pour that requires work during the normal lunch period, Cement Masons shall be allowed to take a one-half (1/2) hour non-paid lunch period, which shall start no later than four (4) hours after the beginning of the shift. Cement Masons obliged to complete flatwork during the regular lunch period shall be paid at the rate of double time(2x) rate, however, they shall not work longer than five (5) consecutive hours without taking one-half (1/2) hour to eat.

Plasterers obliged to work during the regular lunch period shall be paid at the rate of time and one half (1 ½) rate, unless they have already worked three (3) hours overtime, in which case they will be paid double time, however, they shall not work longer than five (5) consecutive hours without taking one-half (1/2) hour to eat.

Plasterers and Cement Masons who utilize sick time earned pursuant to, Massachusetts G.L. c. 149, §148C. shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

Section 3. When working overtime, a paid one-half ($\frac{1}{2}$) hour shall be allowed for a meal period to begin no later than six (6) hours after the lunch break and every six (6) hours thereafter.

Section 4. Plasterers and Cement Masons working on a suspended staging, not supported from the ground, and over twenty (20) feet above the ground, shall receive thirty-five cents (35¢) per hour above the journeyman's rate.

Section 5. The selection and appointment of all Foremen shall be the responsibility of the Employer. The Union wishes the opportunity to refer Foremen, but the Employer has no obligation to hire them. The Foreman will be the only representative of the Employer who shall issue instructions to the Cement Masons crew. He shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other members. When only one (1) or two (2) Cement Masons are employed they shall receive instructions from any official of the company designated as being in charge of the job. When an official has been designated in accordance with this provision, he shall be the only representative of the Employer to issue instructions to the Plasterers and Cement Masons.

Section 6. When three (3) or more Plasterers and/or Cement Masons are on the job, one (1) shall be designated Foreman by the Employer. The Foreman shall be paid at least \$2.50 above the journeyman's rate. When his crew of Plasterers or Cement Masons is six (6) or more, the Foreman shall not work with the tools.

Section 7. When a total of fifteen (15) or more Plasterers or Cement Masons are performing work in different locations on a job site, the contractor shall appoint a second Foreman.

Section 8. A Foreman shall not change his category from "non-working Foreman" to "working Foreman" during any normal workday, including overtime periods worked that day.

Section 9. Any person in charge of work for a subcontractor performing specialty work including, but not limited to, gunite work, asphalt, bituminous concrete surfacing, seamless floors, waterproofing and ornamental plastering, regardless of the number of masons or plasterers, shall be classified as a Foreman.

Section 10. All Foremen or workers starting a new job within the jurisdiction signed hereto, requiring work to be performed by a Plasterer shall notify the Business Agent twenty-four (24) hours before the job is to commence.

Section 11. There shall only be one (1) hourly rate of wage paid to Journeymen Plasterers on the same job.

Section 12. Plasterers who have worked on one job during the day will not be permitted to transfer to another job for the purpose of working overtime when there are workers available for employment on the overtime job. Overtime shall be equally distributed among unemployed workers.

Section 13. If on a particular project an Employer is not required to make contributions to the Massachusetts Construction Advancement Program, the Boston Plasterers and Cement Masons Labor Management Cooperation Fund, and/or the Building Trades Employers Association Plasterers and Cement Masons Industry Fund as required by Section 1 of this Article, and if the Employer decides not to make contributions in the amounts set forth in Section 1 of this Article to the Massachusetts Construction Advancement Program the Boston Plasterers and Cement Masons Labor Management Cooperation Fund, and/or the Building Trades Employers Association Plasterers and Cement Masons Industry Fund the Employer shall be required to make contributions in those same amounts as additional payments to the Boston Plasterers and Cement Masons Local No. 534 Apprenticeship and Training Fund.

ARTICLE III

Stewards

Section 1. The steward for each job shall be appointed by the Business Manager of the Union.

Section 2. The shop steward in the performance of his duties shall be the last person on the job, other than the foreman or key worker as the case may be. It is compulsory that the shop steward work while there is work to be done on the job which he is capable of performing.

Section 3. The Employer shall notify the steward twenty-four (24) hours in advance of when he is to be laid off on jobs longer than two (2) days.

Section 4. The steward shall be allowed sufficient time to perform his duties as a steward on the job.

ARTICLE IV

Health and Welfare

Section 1. The parties hereto jointly agree to continue the Health and Welfare Fund for the benefit of Plasterers, Cement

Masons, Asphalt Layers and their apprentices represented by Local 534, Boston Plasterers, Cement Masons and Asphalt Layers Union known as the Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534, Health and Welfare Fund.

Section 2. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement, including after tax vacation contributions.

Section 3. Failure to contribute to the Fund shall be a violation of the Agreement.

Section 4. Employer Associations and Local No. 534, parties to this Agreement, have appointed an equal number of Trustees to administer the Fund.

Section 5. No employees represented by the Union shall work for an Employer who has not signed an agreement to contribute or who fails to contribute to the Health and Welfare Fund, as required by this Article.

Section 6. The parties to this Agreement have agreed to set up this Health and Welfare Plan by a written Agreement dated July 22, 1952, and the Trustees shall purchase benefits for the employees covered by the terms of the Health and Welfare Plan, as amended.

Section 7. Delinquent payments to this Fund will be governed under the provisions of Article XX.

ARTICLE V

Pensions

Section 1. Parties hereto jointly agree to continue the Pension Fund for the benefit of Plasterers, Cement Masons, Asphalt Layers and their apprentices represented by Local Union No. 534, Boston Plasterers, Cement Masons and Asphalt Layers Union known as the Boston Plasterers, Cement Masons and Asphalt Layers Local Union No. 534 Pension Fund.

Section 2. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement.

Section 3. Failure to contribute to the Fund shall be a violation of the Agreement.

Section 4. Employer Associations and Local No. 534, parties to this Agreement, have appointed an equal number of Trustees to administer the Fund.

Section 5. No employees represented by the Union shall work for an Employer who has not signed an agreement to contribute or who fails to contribute to the Pension Fund, as required by this Article.

Section 6. The parties to this Agreement have agreed to set up this Pension Plan by a written Agreement dated September 27, 1961, and the Trustees shall purchase benefits for the employees covered by the terms of the Pension Plan, as amended.

Section 7. Delinquent payments to this Fund will be governed under the provisions of Article XX.

ARTICLE VI

Annuity Fund

Section 1. There shall be established, by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended, the Boston Plasterers, Cement Masons and Asphalt Layers Annuity Fund.

Section 2. Each Employer agrees to pay the amount set forth in Article II - Wages, to the Boston Plasterers and Cement Masons Annuity Fund for each hour worked by each of his employees covered by this Agreement.

Section 3. The "Fund" shall be administered by the Annuity Fund Trustees and used to provide benefits as determined by the Trustees in accordance with the terms of the Annuity Fund Trust.

Section 4. Failure to contribute to the Fund shall be a violation of the Agreement.

Section 5. No employees represented by the Union shall work for an employer who has not signed an agreement to contribute or who fails to contribute to the Annuity Fund, as required by this Article.

Section 6. The parties to this Agreement have agreed to set up this Annuity Plan by a written Agreement dated November 7, 1986, and the Trustees shall purchase benefits for the employees covered by the terms of the Annuity Plan, as amended.

Section 7. Delinquent payments to this fund will be governed under the provisions of Article XX.

ARTICLE VII

Labor Management Cooperation Fund

Section 1 - Purpose. The Boston Plasterers and Cement Masons Local 534 Labor Management Cooperation Fund is established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(C) of the National Labor Relations Act, as amended. The purpose of the Fund is to provide labor-management assistance and services to any participating employer or labor organization; promote the general welfare of employers and their union employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organization in the methods and means to obtain the goals established by the Fund; and engage in problem solving efforts in the mutual interest of labor and management in the construction industry.

Section 2. This Fund shall be administered by an equal number of Trustees appointed by and representing the Union and the Associations - Labor Relations Division of the Associated General Contractors of Massachusetts, Building Trades Employers Association of Boston and Eastern Massachusetts, Master Plasterers Association of Boston & Vicinity.

Section 3. Failure to contribute to the Fund shall be a violation of the Agreement.

Section 4. Contributions Each Employer agrees to pay to the fund the amount set forth in Article II - Wages, Overtime, Foremen for each hour worked by each employee covered by this Agreement.

Section 5. Delinquent payment to this Fund will be governed under the provisions of Article XX.

ARTICLE VII (A)

Supplemental Unemployment Benefits Fund

Section 1. The parties hereto jointly agree to establish and continue the Supplemental Unemployment Benefits Fund for the benefit of Plasterers, Cement Masons, and Asphalt Layers and their apprentices represented by Local 534, Boston Plasterers, Cement Masons and Asphalt Layers Union known as the Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534, Supplemental Unemployment Benefits Fund.

Section 2. Each Employer agrees to pay to the Fund, the amount set forth in Article II-Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement. However, whenever a participant has \$20,000 or more in his Supplemental Unemployment Benefits account, the Employer shall contribute the contractual amount to the Local 534 Annuity Fund.

Section 3. Failure to contribute to the Fund shall be a violation of the Agreement.

Section 4. Employer Associations and Local No. 534, parties to this Agreement, have appointed an equal number of Trustees to administer the Fund.

Section 5. No employees represented by the Union shall work for an Employer who has not signed an agreement to contribute or who fails to contribute to the Supplemental Unemployment Benefits Fund, as required by this Article.

Section 6. The parties to this Agreement have agreed to set up this Supplemental Unemployment Benefits Plan by a written Agreement dated September 2002 and the Trustees shall provide benefits for the employees covered by the terms of the Supplemental Unemployment Benefits Plan, as amended.

Section 7. Delinquent payments to this Fund will be governed under the provisions of Article XX.

ARTICLE VII (B)

Building Trades Employers' Association Plasterers and Cement Masons Industry Fund

Section 1. Both parties to this agreement do hereby agree to establish the Building Trades Employers' Association Plasterers and Cement Masons Industry Fund (BTEAPCM) referred to herein as the Fund. The Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the Trust instrument.

Section 2. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement. Any Employer who does not pay into the Building Trades Employers' Association Plasterers and Cement Masons Industry Fund (BTEAPCM) shall pay these amounts to the Boston Plasterers' and Cement Masons and Asphalt Layers Local 534 Apprenticeship and Training Fund.

Section 3. The Fund will be used by its Trustees for the purposes of protecting and promoting the general welfare of the building construction industry for the mutual benefit of Employers and their employees.

Section 4. No employees represented by the Union shall work for an Employer who has not signed an agreement to contribute or who fails to contribute to the Fund, as required by this Article.

Section 5. Delinquent payments to this Fund will be governed under the provisions of Article XX.

ARTICLE VIII

Employment

Section 1 (a). The Employer agrees to recognize the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all Plasterers and Cement Masons performing work as hereinafter defined in Articles XIII and XIV in the geographical locations hereinafter defined in Article XVI.

(b). With respect to each of the Employers identified in Exhibit A, the Union has been certified by the National Labor Relations Board as the Section 9(a) exclusive bargaining representative of that Employer's plasterers or cement masons (as indicated in Exhibit A). With respect to each of the Employer's identified in Exhibit B. (1) the Union has requested recognition as the majority Section 9(a) representative of that Employer's plasterers or cement masons (as indicated in Exhibit B); (2) the Employer recognizes the Union as the Section 9(a) bargaining representative; and (3) the Employer's recognition is based on the Union having shown evidence of its majority support to the Employer.

With respect to the multi-employer bargaining unit represented by the Building Trades Employers Association of Boston and Eastern Massachusetts, Inc. the Master Plasterers Association of Boston and Vicinity and the Labor Relations Division of the Associated General Contractors of Massachusetts Inc. (the "Associations"): (1) the Union has requested recognition as the majority Section 9(a) representative of that Associations' plasterers and cement masons; (2) the Associations recognize the Union as the Section 9(a) bargaining representative; and (3) the Associations' recognition is based on the Union having shown evidence of its majority support to the Association.

(c). The Employer agrees to convene a pre-job conference with the Union as soon as possible prior to the commencement of the job or work involved. The purpose of said conference is to

discuss working conditions and this Agreement so as to avoid potential disputes and promote harmonious labor relations. In the event the Employer determines to use a subcontractor for his plastering or cement work, then the Employer agrees to commence said pre-job conference with the subcontractor prior to the commencement of any plastering or cement mason work. This provision for a mandatory pre-job conference shall also apply when the employer is working for any state, federal, county, public municipality or agency.

Section 2(a). The Employer agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. No worker shall be refused admittance and the right to maintain membership in the Union provided he qualifies and complies with the Constitution and By-laws of the Union.

(b). All workers employed by the Employer for a period of seven (7) days continuously or accumulatively within the unit covered by this Agreement shall, as a condition of employment, tender the full and uniform admission fees in effect in the Union. All workers accepted into membership shall thereafter maintain their membership in good standing in the Union as a condition of employment.

(c). In the event that a worker fails to tender the admission fee or that a member of the Union fails to maintain his membership in accordance with the provisions of this Article, the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to terminate said individual within forty-eight (48) hours for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph and the Employer shall terminate such workers at the end of such period.

(d). In the event that the Union does not accept into membership any worker tendering the admission fee and the regular monthly Union fees, the foregoing paragraph shall not be applicable, provided however, that the Union may at any time thereafter, decide to take such worker into membership, in which case said worker shall be required to tender full and uniform admission fees in effect in the Union not later than seven (7) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph. In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such worker within forty-eight (48) hours.

(e). The provisions of this Section 2 shall be applied in accordance with the provisions of Section 4.

Section 3. The Employer agrees to notify the Union of all opportunities for employment, including opportunities on a time and material basis, prior to the filling of job vacancies in order that the Union may refer qualified applicants as hereinafter defined, for such employment. All calls for Plasterers and Cement Masons must be made at least forty-eight (48) hours in advance.

Section 4. The parties agree to recognize the necessity of maintaining an apprentice program in order to train qualified Plasterers and Cement Masons for the Industry. To this end, the parties agree that when a crew on a job is six (6) or less, a majority of said Plasterers and Cement Masons shall have a minimum training which includes receipt of a certificate indicating completion of an apprentice program such as that conducted by the Massachusetts Department of Labor and Industries. The parties also recognize the need of some Employers to employ certain key men; so accordingly, at the option of the Employer, this provision shall not be applicable to the first man hired in said crew, provided said key man has at least three (3) years' experience as a Plasterer or Cement Mason in the industry.

When the crew size is seven (7) or more, the parties agree that a majority plus one (1) of said Plasterers or Cement Masons shall have received a certificate of completion of such an apprentice program. The remaining Plasterers or Cement Masons shall have at least three (3) years' experience as a Plasterers or Cement Mason in the industry.

When Plasterers or Cement Masons have equal qualifications, as stated herein, preference shall be given to the applicant with the longest length of service as a Plasterer or Cement Mason in the geographical area as defined in Article XVI.

Nothing herein shall be construed to conflict with the Apprentice Program as provided in Article XVII.

Section 5. The Union agrees to supply the Employer, upon request, all information they may desire, providing the same is available, pertaining to the qualifications of its members, their ability to perform certain types of work that the Employer may be concerned with, their Social Security number, their address and telephone number.

Boston Plasterers, Cement Masons and Asphalt Layers Local Union No. 534 will exercise its best efforts to cooperate with the Employer so as to insure that each employee is in compliance with the Immigration Reform and Control Act of 1986.

Section 6. Preference shall be given in the supplying of workers to Employers, party to this Agreement, and subscribing to its contents.

Section 7. When five (5) or more Plasterers or Cement Masons are working on a job at least one (1) super-annuated mason shall be hired, if available. A super-annuated person shall mean a journeyman who is not qualified to perform the normal work that is required by a journeyman and shall be willing to accept a lesser wage than that which is prescribed in the agreement as a condition of his preferential employment.

Section 8(a). Before the commencement of Plasterers or Cement Masons operations, the Employer shall provide on the job site a suitable locker for the exclusive use of Plasterers and Cement Masons. This locker shall be adequately lighted, adequately heated from October 15th to April 15th; said locker to be equipped with lock and key. The steward will be responsible for the distribution and return of the keys and for keeping the lockers locked at all times. The employer shall be responsible for loss of tools or work clothing because of fire or in case of theft after working hours or forcible entry anytime.

(b). All buildings under construction must be closed in from October 15th to April 15th for plastering. No plasterer will be allowed to work in any building that is not properly heated, and whenever temporary heating equipment is used, all smoke and exhaust gases shall be piped to the outside of the building.

Section 9. Each Plasterer and Cement Mason shall be allowed ten (10) minutes time before quitting time to store his tools, wash up and otherwise prepare to leave the job. All tools shall be cleaned before 4:30. All work shall be finished and left in a workmanlike manner by 4:20 p.m.

Section 10(a). When a Cement Mason reports to work, having been previously told to do so the day before, or is hired and told to report to a job, and then is not put to work for any reason other than inclement weather, he shall receive two (2) hours' pay at his regular rate.

If the Cement Mason starts work, but inclement weather stops the work before lunch, he shall receive four (4) hours' pay. If work is stopped for any other reason, or he works after the regular lunch period, he shall receive eight (8) hours' pay provided he remains at the job site until the regular quitting time.

It is nevertheless provided that a Plasterer and Cement Mason shall be eligible for two (2) hours' show up pay in cases of inclement weather only if he has called a designated employer

representative between 6 a.m. and 6:30 a.m. and instructed to report to work.

(b). When a Plasterer is hired and told to bring his tools to a job and is not put to work for any reason other than weather, he shall receive four (4) hours' pay. If the employee commences work and if for any reason there is less than four (4) hours' work available for the employee, he shall be paid a minimum of four (4) hours and if for any reason there is more than four (4) hours, but less than eight (8) hours' work available for the employee, he shall be paid a minimum of eight (8) hours' pay.

(c). In the event of a breakdown of the Plastering Machine, the Plasterers will be guaranteed two (2) hours' pay for show-up time, four (4) hours' pay if the machine breaks down before 12 noon, and eight (8) hours' pay if the machine breaks down after 12:30 p.m.

(d). Shut down of a job due to evacuation of the entire project less than 2 hours after work starts will entitle the employee to 2 hours pay, less than 4 hours after work starts will entitle the employee to 4 hours pay, less than 6 hours after work starts will entitle the employee to 6 hours pay, less than 8 hours after work starts will entitle the employee to 8 hours pay.

Section 11. There shall be no lost time on the day of injury, for time required for medical treatment, or on the day or days during the term of his employment, for the time required, when a Cement Mason or Plasterer is requested by the attending doctor of the Employer's insurance company to return for treatment for an injury received on the Employer's job. No such employee will be laid off for the sole reason of avoiding payment under this Section. Any Cement Mason or Plasterer who is out on Workers' Compensation may return to his job providing work is available.

Section 12. (a) When work on any stage stops for any reason and then resumes, workers who are laid off on this account shall have the preference to return to work on that job, if they so desire, and are available.

(b). When less than all the Plasterers or Cement Masons on a job are to be laid off, the provisions of Section 4 herein shall be maintained at all times.

(c). The Union Business Manager or Business Agents shall be notified as soon as possible as to any disciplinary action taken against any employee.

Section 13. If it is impossible to finish a floor due to conditions beyond the employees' or Employer's control, such as rain or snow, and the employer directs the Cement Masons to finish the same floor the following day, all time required shall

be paid at the overtime rate. This section shall not apply when "topping" of slabs is called for unless "topping" was started and then stopped due to the above set forth conditions.

Section 14. Once Cement Masons are assigned to finish a slab, they shall remain at their work place until directed to leave by the Employer. No Employer shall send workers home and request their return later to complete the job.

Section 15. The Employer agrees that in the event he shall subcontract any item of work contained in his prime contract which is within the craft jurisdiction of the Local Union, and which is to be performed at the job site proper, he shall provide in the subcontract that the subcontractor shall assume all the terms and conditions of this agreement. Furthermore, the Employer agrees that he shall not subcontract any work covered by this agreement, which is performed on the job site except to contractors who are party to a collective bargaining agreement with the Union. This paragraph shall be interpreted and enforced consistent with Section 8 (e) of the Labor Management Relations Act, as amended. This provision shall not apply to filed sub-bids.

Upon written notification from a Union representative that a subcontractor is delinquent in its payments to the Funds provided in this Agreement, the Employer shall assist the Union in collecting these funds for that specific job to the extent that subcontractor funds are legally available and in hand.

Section 16. The Union agrees to use any method and/or device for the application of products falling under their jurisdiction provided such methods and/or devices are acceptable by the manufacturer of the Cement or concrete products and the Operative Plasterers and Cement Masons International Association consistent with Article XIII.

Section 17. Within the jurisdiction as defined in Article XVI, the Employer may with the approval of the Business Manager, transfer Plasterers or Cement Masons from one (1) job site to another. A job site is herein defined as the location on the premises where the work is to be performed under the contract between the Employer Contractor and the Owner.

Section 18. Any employee may be denied access to and/or removed from the job site and terminated if such employee is under the influence of, using, possession, buying, selling or otherwise exchanging controlled substances, drug paraphernalia, or alcoholic beverages.

Section 19(a) Plasterers and Cement Masons, when sent to work on any of the islands in Boston Harbor where the only means of transportation is by boat shall be paid for traveling the

equivalent of two (2) hours pay each day at the regular rate, except where the Employer elects to transport the men to and from the mainland during the regular working hours of the day or shift.

(b). All Plasterers Cement Masons receive an additional one (1) hour's pay per day at the Boston wage rate as expense on any job outside of the Commonwealth of Massachusetts.

(c). All Plasterers shall receive one hundred dollars (\$100) per day for Room and Board plus one (1) fare each way when going over the thirty-five (35) mile limit.

(d). In connection with Plasterers and Cement Masons work performed in Local 534's jurisdiction within the State of Maine, Massachusetts, New Hampshire and Vermont expenses shall be payable as predetermined by the Employer and the Union prior to the start of each separate job.

ARTICLE IX

Hours of Labor

Section 1. Eight (8) hours shall constitute a regular workday between 8 a.m. and 12 noon and between 12:30 p.m. and 4:30 p.m. The working week shall be Monday, Tuesday, Wednesday, Thursday and Friday, making a total of five (5) regular working days of forty (40) regular working hours. The Business Manager will allow an operation to work anytime between 7 a.m. and 5 p.m. upon request, but once the workday is established it will remain the same for the balance of the job unless changed by mutual agreement.

Section 2. No Cement Mason or Plasterer covered by this Agreement shall work during his lunch hour except with the approval of the Business Manager.

Section 3. When work cannot be performed during the regular working day, the Employer will notify the Union in writing by fax at least 24 hours prior to commencement of work and special shift conditions shall apply with the consent of the Business Manager. Employees working under these conditions shall receive eight (8) hours pay for seven (7) hours work, including a one-half (1/2) hour lunch.

Section 4. For Plasterers, a coffee period not to exceed ten (10) minutes in length shall be allowed every morning and every afternoon with the understanding that an apprentice or a tender shall be allowed to get refreshments, and the men shall not leave their place of work. The break shall start when the refreshments are brought to the place of work.

ARTICLE X

Special Conditions

Customs and conditions that existed prior to the consummation of this Agreement shall be continued with additions noted herein.

It shall be the unqualified right of the Representative of the Union to enter any place where Plasterers or Cement Masons may be employed on any job or operation.

The employer may work four consecutive 10-hour days on exterior EIFS work between Monday and Friday at the regular rate with approval from a representative of the Union. All overtime hours will be paid according to Article II, Section 2.

ARTICLE XI

Holidays

Section 1. The following are the holidays observed by this Agreement: New Year's Day, Presidents' Day, where observed by the Local Union having jurisdiction over the work; Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. Any holiday falling on a Sunday, the day observed as such shall be considered a holiday.

Section 3. The above are the only holidays recognized under this Agreement. Should any Employer observe any other holiday(s) by shutting down the job on such a day or days, each Cement Mason and Plasterer employed on such job, who lost work as a result thereof, shall be provided an opportunity to make-up the lost work during the payroll period during, before or following the day or days said holiday(s) fall.

ARTICLE XII

Payment of Wages

Section 1. Workers are to be paid weekly in cash on the job during working hours; payment may be made by check or direct deposit, provided the worker has a bank account, not later than Thursday upon permit issued by the Union, which permit shall be withheld only for doubt of ability to pay wages, and in no case shall more than three (3) days' pay be held back in any one (1) week. The Employer shall provide a separate or detachable

itemized statement with each pay, showing the date, number of hours at straight time and overtime and total deductions from the amount earned. This statement must also be provided to workers receiving direct deposit. Plasterer and Cement Mason employers who issue checks that are not honored must pay waiting time and will not be allowed to pay by check again.

Section 2. Workers not paid on the job during working hours shall report at the shop or office for collection of pay during regular working hours.

Section 3. A representative of the Employer or the employees shall notify the office of Local No. 534 at least one (1) hour before an impending layoff of Plasterers, Cement Masons and Asphalt Workers.

Section 4. When Plasterers or Cement Masons are laid off, they shall receive their straight time pay in full one (1) hour before quitting time. If the Employer is unable to comply with the above due to overtime worked by the Cement Mason, the overtime portion will be mailed on the following day or the employee may pick it up, whichever is previously agreed upon.

ARTICLE XIII

Classification of Work and Working Conditions

Section 1. The claim of jurisdiction for the work to be performed under the terms of this Agreement by Cement Masons shall include but not be limited to the classifications under the OPCMIA and the following:

The screeding, straightening, floating, tamping, troweling, rubbing, sacking, patching, brushing, chipping, bush-hammering and grinding by hand or machine on buildings, bridges, silos, elevators, smoke stacks, sills, copings, steps, stairs, risers, landings, platforms, curbs and gutters, walls, footing, sidewalks, culverts, piers, streets, roads, alleys, roofs, tunnels, dams, viaducts, railroads, airports, water supply, irrigation, flood control drainage systems, sewer and sanitation projects, power houses, refineries, canals, aqueducts, river and harbor projects, wharves, docks, breakwaters, jetties, mass or reinforced concrete slabs, and all flat surfaces of concrete during their erection, alterations, repair, modification, demolition, addition or improvement in whole or in part.

The finishing and washing of all concrete, seamless composition, exposed aggregate, stamped concrete and plastic materials, including the use of color pigment where specified, whether done by stain, brush, broom, trowel, float or any other process.

The spreading, screeding, darbying, troweling and grinding of all types of magnesium oxychloride granolithic or terrazzo composition flooring and base including the preparation of the sub-floor surfaces and the application of the required bonding agents both chemical and mechanical.

The snapping of all ties and removal of cones that remain after stripping that require patching and/or waterproofing.
The plugging and/or waterproofing of tie and cone holes using cement, plastic or any other material.

The cutting of nails, wire, wall ties, etc. on all surfaces that are to be patched, rubbed or finished.

The application of all curing compounds that are to be applied as a part of the finishing operation.

Section 2. The laying, spreading, raking, priming, and finishing of all hot or cold asphalt materials including bituminous concrete and cork asphalt surfaces when laid in buildings and yards adjacent thereto.

Section 3. The rubbing, brushing or brooming, troweling, chipping of concrete surfaces that are to receive an application of waterproofing materials (excepting where the surfaces have got to be chipped by a chipping hammer that requires the use of two (2) hands shall be done by the laborer), and also the patching, bush-hammering, crandelling, washing or any other method that produces a surface or a finish on concrete.

Section 4. The operation of any machine or hand tool that may be used to produce such surface or finish, including sandblasting, water and steam blasting.

Section 5. The setting of all strips and grades in connection with laying of cement, mastic, resilient and other plastic flooring materials and the running of all bases including and setting of temporary grounds for same, the application and sanding of all underlayment materials.

Section 6. The application and finishing of all cement or other plastic materials that may be used for damp or waterproofing purposes that are applied with a trowel, roller, squeegee, brush, spray, etc.

Section 7. The setting of all glass that is laid or set in concrete such as those in skylights or other areas that glass is used to reflect light through a concrete slab and also the sealing of same by asphalt or other mixtures that may be used to waterproof the glass inserts.

Section 8. The interior and exterior patching, dry packing, grouting, caulking and finishing of precast concrete, the setting of all machinery such as engines, pumps, generators, air compressors, tanks, and so forth that are set on concrete foundations also in the setting of all base plates, sole plates, treads, pipes, doorjamb, hinges, etc. that are set in cement or concrete.

Section 9. The pointing and patching or caulking of all steel or metal window frames that touch concrete.

Section 10. All types of Composition flooring including cove or straight base, and including the preparation and application of the required bonding agents both chemical and mechanical.

Section 11. The operation of the nozzle and all necessary screeding, floating and finishing, also the necessary setting of all strips, wires, and templates required in the installation of gunite, solarcrete, etc. materials.

Section 12. The laying and polishing of all mastic including the application of all necessary bases and adhesive materials, in connection with the work.

Section 13. All concrete restoration work, including the preparation of said work as normally performed by Cement Masons in the industry.

Section 14. The Employers, party to this Agreement, may hire Cement Masons in the supervision of the pouring of concrete that is to receive a finish by any of the methods of finishing concrete that is specified in this Agreement and the wages paid men in such supervision may be on a weekly basis.

Section 15. Cement Masons shall set all curb and gutter forms, screeds, stakes, grades, grade nails, wet pads, wet screeds, in construction that may be used for grading or leveling of concrete, gypsum, waylite, zoneolite, elasticell, or any additive comparable to the aforementioned being used for the specific purpose of roof deck or flooring material and shall also do all necessary rodding and striking off, brushing or brooming of all concrete or other products, that may be required to produce a surface or finish, including cutting.

Section 16. The following shall be understood and agreed that it represents the normal accepted practice that the following named machines shall be construed to be the tools of the Cement Mason and it shall be his duty and obligation to operate said machines as such or any machine that is necessary for the performance and completion of the work of the Cement Mason.

- a. Manual or power driven bush-hammers.
- b. Manual or power driven grinding machines.
- c. Power driven scoring or scarifying machines.
- d. Manual or power driven screeding machines.
- e. Manual or power driven cutting machines.
- f. Power concrete sawing machines.
- g. Electrically powered leveling tool.
- h. Power driven floating and troweling machines.
- i. Operation or control of all types of vacuum mats used in drying of cement and concrete floors, in preparing the same for finish.
- j. Operation of the epoxy injection machine and the preparation, placing of entry ports, the sealing and damming of joints and cracks as needed.

Section 17. Jurisdictional Agreement between Crafts

(a) Reference: June 1984, as amended through June 1998, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Green Book), pages 62-63. Agreement between the United Brotherhood of Carpenters and Joiners of America and the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, at the headquarters of the First Named Organization, Carpenters' Building, Indianapolis, Ind., June 13, 1944.

This Agreement entered into by and between the United Brotherhood of Carpenters and Joiners of America, the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, in the matter of jurisdiction to govern the fabrication and setting of screeds and forms used in connection with the placing and finishing of cement or concrete, shall be as follows:

1. The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2" by 4"s, or other plain pieces of material, when held in place by stakes and/or spreaders shall be done by Cement Finishers, members of the O.P. & C.M.I.A. and B.M. & P.I.U. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk.

2. The fabricating of all screeds and stakes, for any purpose, and the construction and setting of all forms shall be done by Carpenters, members of the U.B. of C. & J. of A. A form is a built-up section of wood, metal or composition board used for the purpose of molding concrete to a given line or shape.

3. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by Cement Finishers, providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete. Any bulkhead that must be notched or fitted, or which has a key attached, or which is over one board high, or any bulkhead that is not used as a screed, shall be fabricated and set by Carpenters.

(b) Decisions pursuant to the Memorandum of Understanding between the Operative Plasters and Cement Finishers International Associates, the Bricklayers, Masons and Plasterers International Union and the International Hod Carriers, Building and Common Laborers Union, now known as the Laborers' International Union of North America, dated July 19, 1948. Green Book, pages 78-79.

(c). Any other relevant decision in the Plan for the Settlement of Jurisdictional Disputes, with the exception of any and all decisions involving the International Union of Bricklayers and Allied Craftsmen.

ARTICLE XIV

Classification of Work and Working Conditions

Section 1. The claim of jurisdiction for work to be performed under the terms of this Agreement by Plasterers shall include but not be limited to the classification under the OPCMIA and the following specified work and all work or processes which represent technological change, replacement, modification or substitution for the work described below:

(a) All work shall be executed in a thorough workmanlike manner, all wire and metal lath shall be given a good scratch coat which shall not be browned the same day. Scratch coat shall be thoroughly dry before applying brown coat.

(b) All smooth troweled finishes shall be well mixed and troweled. All angles shall be straightened with bevel edge not less than five (5) feet.

(c) Float Sand Finishes shall be applied evenly over a brown coat, well floated and brought to an even surface.

(d) All texture finishes of Portland Cement, plaster or patent material shall be applied over a brown coat.

(e) All concrete surfaces to be plastered shall be well roughened or backed and free from dirt, grease or oil. It shall be wet down given a coat of bond plaster before gypsum, veneer, brown coat or finish is applied.

(f) All brown coat shall be screeded, rodded, darbied and hand floated.

(g) Plasterers who apply brown coat shall straighten and float it. Plasterers who gauge finish coat shall apply it, trowel it and brush it.

(h) All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the plasterers.

(i) The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of the Plasterers.

(j) The casting, running, sticking, nailing or screwing in place of plaster or composition caps and ornaments is the work of the plasterers.

(k) All cornices that can be run in place shall be run in place on the job.

(l) The making of all molds for plaster model making, finishing plaster models, preparing all models for casting and casting of same, shall be the work of the Plasterers.

(m) Suitable wooden tools shall be furnished by the employer on all jobs.

(n) All materials and sealants used for fireproofing, including application by spraying, shall be the work of Plasterers and Sprayers. Patching by hand or by the use of Hawk and Trowel shall be the exclusive work of Plasterers and Sprayers.

(o) All precast plaster and prefab plastering work done in shops will be performed by the Union.

(p) Where there are more than two (2) bathrooms on a job (to be tiled by a tilelayer) the scratch coat is the work of the plasterer.

(q) All browning with machines must be done between screeds, same as hand applied.

(r) The application and preparation of Veneer and Acoustic Plaster and special finish materials may be machine mixed and must be done in accordance with the Manufacturer's specifications.

(s) All patching, repairing and finishing of any existing plastered wall surfaces, and all plaster restoration and preservation of ornamental, conventional and veneer patching and repairing.

(t) Application and preparation of Venetian plaster and special finish materials

(u) Application of thin film intumescent fireproofing (decorative fireproofing and sound proofing)

(v) The operation, the handling and control of the nozzle and use of the plastering machine shall be the work of the Plasterers.

(w) The use of Drivit or a similar product with another trade name or other material used in the same fashion as Drivit, including all products used for exterior wall insulation finish systems, (E.I.F.S.), including the use of a power nozzle, shall be under the exclusive control of a Plasterer. The associations recognize the right of the union to claim Level 5, a thin coat of joint compound, and EIFS product work.

(x) Keene Cement Lime, Gauging Plaster and other smooth troweled finishes shall be gauged by Journeyman Plasterer.

(y) All fiber materials which are blown onto wire lath, concrete, steel or any other base for the purpose of insulating or fireproofing shall be done by the Plasterer.

(z) All acoustic blocks, cork blocks, fiberglass board, foam glass styrofoam or any other patent board when stuck with any plastic material shall be the work of the Plasterers only,

(aa) The preparation and scratching of all walls and ceilings when finished with terrazzo shall be the work for the Plasterers, except bathroom, vestibules and small halls in private residences may be plastered by the tile setter.

(bb) All walls over 15 feet long shall be plumbed, lined, dotted, screeded, rodded, darbied and hand floated. All browing with the machine must be done between screeds, same as hand applied.

(cc) All moldings and coves up to eight inches in radius must be run in place and ornament placed and pointed by journeymen. Molds must be made by journeymen.

(dd) The preparation, installation and repair of all interior and exterior insulation systems, including, but not limited to outsulation, ultra-lation, lead abatement, encapsulation, and fire proofing of all steel beams, columns, metal desks, and vessels shall be the work of the Plasterers. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

(ee) USE OF TOOLS: The plasterer shall have the right to the use of any tools necessary for the performance and/or completion of work of the plasterer.

ARTICLE XV

Safety and Sanitary Conditions

Section 1. All work performed by Employers and Employees signatory hereto, and all working conditions shall comply with all local, state and federal laws. The employee shall wear all safety equipment required by local, state and federal laws. Failure of an employee to wear such equipment as instructed by the Employer may result in his discharge.

Section 1(a). All Plasterer and Cement Mason mechanics and apprentices will be certified in the OSHA 10-Hour Construction Safety Course.

Section 2. Plasterers and Cement Masons requested to work in foul weather or where water conditions exist, shall be furnished foul weather clothing, including boots of the pull over type, by the Employer without expense to the cement mason or plasterer. The employee shall sign for such foul weather clothing and for safety equipment on a form provided by the Employer, and shall return clothing and equipment when requested by the Employer. The employee shall also have the right to return clothing and equipment when no longer needed.

Section 3. Plasterers and Cement Masons requested by the Employer to wear special protective devices shall have such devices provided by the Employer at no expense to the employee. Such devices must be hygienic.

Section 4. Any employee engaged in the performance of work where damage to their clothing or shoes could result from their being exposed to chemical action shall be furnished suitable protective clothing by the Employer at no cost.

Section 5. The parties agree to include a provision for a Drug/Alcohol Screening Program, to be implemented in conjunction with the Union's Health and Welfare Program.

Section 6. Drinking water and sanitary toilet facilities shall be provided by the Employer in accordance with INDUSTRIAL BULLETIN NO. 12 of the Massachusetts Department of Labor & Industries.

Section 7. A first aid kit, fully equipped, shall be maintained on every job.

Section 8 No employee shall be allowed to use stilts under any condition.

Section 9. No journeyman shall transport material or equipment in his motor vehicle.

Section 10. No journeyman shall use water pails of more than twelve (12) quart capacity.

Section 11. All floor and roof openings shall be protected by 2 x 4 guardrail and a six (6) inch toe board.

Section 12. On all construction work from the start of operations there shall be provided on the site water closets, chemical toilets or privates and there shall be connected with the water system wherever reasonably possible, and the cleanliness of same shall be supervised daily.

Section 13. Elevator Service shall be provided in connection with work in any building six (6) or more stories in height.

Section 14. All scaffolding used by plasterers shall be erected under the supervision of the Foreman, and all planks used for such scaffolding must meet OSHA requirements.

Section 15. When a fireproofing gun is in operation the Employer is to supply employees with the proper safety masks, goggles, and gloves.

Section 16. Scaffold stands no lower than twenty-four (24) inches shall be used to support mortarboards.

Section 17. No journeyman shall take an unfair advantage of any other journeyman or journeymen.

Section 18. All rooms nine feet in height or over shall be staged with closed scaffolding. In the event work is performed on a suspending staging, which is not supported from the ground,

the journeyman shall receive thirty-five cents (\$.35) per hour above the journeyman' rate.

Section 19. Safety precautions shall be taken for all employees working in elevator shafts.

Section 20. The Employer and Foreman shall assist the Business Manager and Shop Steward in seeing all Local, State and Federal laws pertaining to the Health and Safety of all employees are being complied with at all times.

Section 21. The Employer agrees to carry Workers' Compensation coverage and shall authorize their Insurance Carrier to certify such information to the Union upon request and further agrees to notify the Union not less than ten (10) days prior to any notice of cancellation received from the Insurance Carrier.

Section 22. Detailed and Re-enforcing Mesh shall be done on the work site or in place. If facilities on the work site are not available, the work may be performed at the employer' shop, but must be done exclusively by plasterers.

Section 23. All cement finishers and plasterers, including foremen, working under this Agreement shall be required to obtain and maintain certifications in the following: (1) OSHA 30; (2) scaffold training; (3) First aid/CPR; (4) fall protection; (5) Comprehensive Silica Training.

Completion of the training program, prior to June 30, 2019, is required as a condition of employment for all cement finishing and plasterer employees, including foremen, and the Employers must implement the requirements in a fair and non-discriminatory manner.

ARTICLE XVI

Territory

Section 1. The territorial jurisdiction covered by this Agreement for Plasterer and Cement Mason work shall include Massachusetts, Maine, New Hampshire and Vermont and any other jurisdiction subsequently granted to the Union by the OPCMIA. However, for the Employers identified in Exhibit A for whom the Union has been certified as the Section 9(a) exclusive bargaining representative for all jobs without regard to geographical location, this Agreement shall cover all of the Employer's jobs:

The territorial jurisdiction set forth herein shall be in no way construed as restricting the members of the Union, party to this

Agreement, from seeking to accepting employment in any place or locality that cement masonry or plastering work is to be done.

ARTICLE XVII

Apprentice Program

Section 1. The Employer shall employ a ratio of one (1) apprentice to three (3) journeymen, when available. This practice will be consistent with the progressive policy which will result in an appropriate training for the development of future well-trained mechanics. It shall be the responsibility of the Employer to notify the Union when employment opportunities are available for Plasterer or Cement Mason apprentices.

Section 2. The parties hereto agree to continue the Boston Plasterers and Cement Masons and Asphalt Layers Apprenticeship and Training Fund. The Fund will be operated under an Agreement and Declaration of Trust to be adopted by the parties.

Section 3. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement.

Section 4. The Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Master Plasterers Association of Boston and Vicinity shall each appoint one (1) Trustee and the Union shall appoint three (3) Trustees to administer the Fund.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 6. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen and for the administrative costs of the Joint Apprenticeship Committee.

Section 7. All parties to this Agreement agree that all apprentices in the cement mason and plastering trade shall be indentured to the Joint Apprenticeship Committee.

Section 8. All questions of mutual concern that cannot be resolved by the Joint Apprenticeship Committee shall be referred to the plan of arbitration as provided in Article XXI of this Agreement.

Section 9. The plans of the Joint Apprenticeship Committee are subject to the final approval of all parties to this Agreement.

Section 10. It is further agreed that each Trustee shall also be a member of the Joint Apprenticeship Committee provided for in this Article.

Revised Schedule of Wages for
4 Year/6,000 Hour Apprentices

Hours	Wage	H&W	Pen	Ann	ATF	LMCF	Vac	SUB	BTEA	MCAP
0-1000	50%	Yes	Yes	No	Yes	No	No	No	No	No
1001-2000	60%	Yes	Yes	Yes	Yes	No	No	Yes	No	No
2001-2500	65%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2501-3000	70%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3001-4000	75%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4001-5000	80%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5001-6000	90%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Apprentices must have the approval of their foreman and the apprentice coordinator as to their eligibility for the step rates set forth herein. The wage rate of an individual apprentice may be adjusted in accordance with his experience and ability to perform the work with the consent and approval of the Joint Apprentice and Training Committee.

All recognized apprentices shall carry with them a card of certification from the Apprentice Committee bearing date of indenture.

Apprentices must have satisfactory school attendance in related training and have the approval of their instructor before they are eligible for a journeyman's card.

Section 11. Delinquent payments to this fund will be governed under the provisions of Article XX.

Section 12. All apprentices indentured to the Joint Apprenticeship Committee after September 1, 2002 will undergo a drug and alcohol-screening test.

ARTICLE XVIII

Massachusetts Construction Advancement Program

Section 1. The Fund - There has been established a Trust known as the Massachusetts Construction Advancement Program referred to herein as "The Fund." The Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the Trust instrument.

Section 2. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement. Any Employer who does not pay into the Massachusetts Construction

Advancement Program (MCAP) shall pay these amounts to the Boston Plasterers' and Cement Masons Local 534 Labor Management Cooperation Trust Fund.

Section 3. Purposes - The Fund will be used by its Trustees only for the following express purposes: (a) Manpower recruitment and training; (b) Education; (c) Safety and Accident Prevention; (d) Public Relations; (e) Equal Employment; (f) Intra-industry relations; (g) Market Development; (h) Market Research; (i) Information services; within the building construction industry for the mutual benefit of Employers and their employees.

Section 4. Prohibited Purposes - The Fund shall not be used for any of the following expressly prohibited purposes: (a) Lobbying in support of anti-union legislation; (b) Supporting litigation before a court or any administrative body against the union or any of its agents; (c) Subsidizing contractors during a period or periods of work stoppages of strikes; (d) Shall not be used to establish any program to conflict with the present Apprenticeship and Training Program, or any section of this Agreement.

Section 5. Annual Audit - As a part of the administration of the Fund, there shall be an annual audit of the Fund by an independent certified public accountant. A copy of the audit shall be made available to all parties signatory hereto.

Section 6. Arbitration - In the event that the Union has reasonable cause to believe that the Fund is being used for any of the purposes prohibited by Section 4, the dispute shall be subject to the arbitration provisions of this Agreement.

Section 7. Delinquent payments to this Fund will be governed under the provisions of Article XX.

ARTICLE XIX

Jurisdictional Disputes

In keeping with the voluntary nature of the new "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry" which went into effect June 1, 1973, the Associations signatory hereto are recommending to their members and to all Employers who sign this Agreement that they execute individual voluntary stipulations that they will be bound by the new plan. The recommended form of such stipulation is as follows:

Recommended Individual Stipulation Form

In authorizing the execution of this stipulation the Employer agrees to be bound by the terms and provisions of the agreement dated June 1, 1973, establishing the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, referred to hereinafter as "The Plan," within the state of Massachusetts.

In particular, the Employer agrees to be bound by those provisions of "The Plan" requiring compliance "with the decisions and awards of the Board, Appeals Board or Hearings Panels." Article VIV, Section 1(a) The Employer shall be bound to the provisions and procedures of "The Plan" only on those jurisdictional disputes in which all disputing unions are also bound. This stipulation shall run for the term of "The Plan," and if "The Plan" is renewed, it shall continue in effect for each year thereafter unless specifically terminated effective upon the anniversary date of "The Plan" in accordance with the ninety day notice provisions contained in "The Plan," except that should the signatory Associations of which said Employer is a member cease participation in "the Plan" this stipulation shall automatically terminate on the date that the Association's participation ceases.

EMPLOYER NAME:

ADDRESS _____
Street or P.O. Box _____
CITY _____ State _____ ZIP _____
TELEPHONE: Area Code _____ Number _____

SIGNED BY _____ for and on
behalf of said Employer who is a member of Signatory National
Association

In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry was not in effect and/or the parties to this Agreement are unable to have a jurisdictional dispute resolved in accordance with the Plan, the Union shall request the other union or unions involved in the jurisdictional dispute to send representatives to the job site and meet with representatives of the Union and the Employer to settle the dispute. If unanimous agreement is not reached at the meeting, the union shall request that its international union assign a representative who shall make arrangements to meet representatives of the other international union or unions involved and representatives of the Employer on the job site to seek settlement of the dispute. The Employer shall also request the international unions involved to assign representatives to seek settlement of the dispute. If those efforts and procedures, or any other mutually agreed upon procedure, fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in tripartite type arbitration with

all the disputing parties. The impartial umpire to hear the dispute can be mutually agreed upon by the parties or appointed by the American Arbitration Association. Decisions rendered by any of the above procedures shall be final, binding and conclusive on the Employer and the Union parties to this agreement.

ARTICLE XX

Delinquent Payments to Funds

Section 1. The parties agree that the payments and contributions to all Fringe Benefit Funds contained herein are to be on an equal status with the payment of wages.

Section 2. The undersigned hereby agrees to be bound by the provisions of the Trust Agreement, including all Amendments thereto establishing the Boston Plasterers, Cement Masons and Asphalt Layers Local No. 534 Health and Welfare Fund; the Boston Plasterers, Cement Masons and Asphalt Layers Local No. 534 Pension Fund; the Boston Plasterers, Cement Masons and Asphalt Layers Local No. 534 Apprenticeship Fund; the Boston Plasterers, Cement Masons and Asphalt Layers Local No. 534 Annuity Fund; and the Boston Plasterers and Cement Masons Local No. 534 Labor Management Cooperation Fund.

The undersigned ratifies the designation of the Employer Trustees of all such Funds and agrees to be bound by actions taken or to be taken by said Trustees within the scope of their authority and the Trust Agreements.

Section 3. Each Employer signatory to this Agreement shall file a Monthly Fringe Benefit Report each month, even if he had no employees during the month.

Section 4. The Trustees acting through a duly authorized certified public accountant may examine the pertinent records applicable to each of the foregoing funds of each Employer at the Employer's place of business during regular business hours whenever such examination is necessary for the proper administration of the trust and/or the policies thereof; such records shall include, but not be limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earning records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the trustees of the Fund in their sole discretion. The trustees shall give such Employer five (5) days notice by registered mail prior to the commencement of such audit.

The Trustees shall notify Local No. 534 and the appropriate associations and the appropriate Employer or Employers in the event any Employer shall be over five (5) days in default of any monthly payment.

Section 5. The Trustees may require any Employer who has been delinquent in the past to any of the Funds, or when there is reasonable cause to question his ability to pay his contributions to the Funds, the Trustees shall notify such Employer to pay his contributions on a weekly basis and such notice shall be by certified mail and specify the reason therefore.

Section 6. The Union may, at its discretion, require any Employer with no prior contribution record, or where there is reasonable cause to question his ability to pay, post a Fringe Benefit Payment Bond in an amount not to exceed \$20,000 prior to furnishing any employees.

Section 7(a). Payments to the funds are to be made at the end of each month, but no later than the twentieth (20th) day of the following month, after which date the payments shall be considered delinquent. Any delinquent Employer shall be required to pay to the Funds interest at the annual rate of two (2%) percent over the prime rate from the date when payment was due to the date when payment was made. In the event an Employer becomes delinquent it shall be liable for, in addition to the delinquent payments due and interest, liquidated damages in the amount of twenty (20%) percent, and reasonable attorney's fees and any cost incurred by the Funds in collecting the monies due.

(b). In the event a delinquent Employer fails to bring his payments current within three working days after receipt of proper written notice, the Union shall have the right to strike said delinquent Employer immediately and any employees removed for this reason, shall be paid by said delinquent Employer for their lost wages, up to a maximum of five(5) days.

The Union, on behalf of the Fund Trustees shall also have the right to take legal action against such delinquent Employer and such delinquent Employer shall be liable for, in addition to the delinquent payment due, interest on said delinquent payment at two percent (2%) above the current prime rate, liquidated damages of twenty percent (20%) of the delinquent payment, reasonable attorney's fees and the costs of such legal action.

(c). Before the provisions of Section 7, paragraph (b) of this Article can be enforced, the Employer must first be notified by return receipt, certified mail, from the Fund Administrator or Fund Trustees, and the Employer given three (3) days from receipt of said certified letter within which to pay the delinquent contribution and the applicable assessments.

ARTICLE XXI

**Procedure for Adjustment of
Disputes and Arbitration**

Section 1. It is the good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end so that work may be done efficiently and without interruption.

Section 2. No Lockout - No Strikes - The parties agree that during the term of this Agreement there shall be no lockouts by the employer nor any strikes or stoppage of work by the Union except for non-payment of wages, including contributions to the Health & Welfare, Pension, Annuity and Training Fund and any other funds provided for within this Agreement, and for the failure of the Employer to provide worker's compensation coverage, the failure of the Employer to pay unemployment contributions and the refusal of the Employer to comply with an arbitration award pursuant to this Article.

Section 3. If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, other than a work jurisdictional dispute, a complaint will be made by the aggrieved party as soon as possible. In each case, the first attempt at settlement shall be made between the Business Representative and the Employer or his representative.

Section 4. Disputes which cannot be settled within twenty-four (24) hours shall be referred to the Chairmen and Secretaries of the Union and Employer Negotiating Committees for adjustment.

Section 5. If, within forty-eight (48) hours no adjustment or settlement is resolved by the procedures of Section 4 above, either party may submit the issue to the arbitration procedure of Section 6.

Section 6. Arbitration Procedure - Both parties to this Agreement agree to settle all disputes, with the exception of work jurisdictional dispute, or as otherwise provided herein, through an Arbitration Board composed of two (2) members of each side.

The party submitting the issue to arbitration shall notify the other party as soon as possible in writing, and a meeting to consider and act in the matter shall take place within three (3) days. Work is to be continued during the arbitration. If a tie vote exists, then an impartial umpire shall be chosen by them,

to whom the matter in dispute shall be referred, whose decisions shall be final and binding on both sides. If an impartial umpire cannot be agreed upon within five (5) days, the Arbitrator shall be appointed by the American Arbitration Association, and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall not have the power to amend, add to or alter the provisions of this Agreement, and his decision will be final and binding on both sides. The cost of the arbitration shall be borne equally by both parties.

Section 7. The time limitations stated herein may be extended in writing by the mutual agreement of the parties.

Section 8. Only the Employer who violates the terms of this Agreement shall be liable for such violations and neither the Association nor the other members of the Association shall be held liable therefore. Liability of the Association hereunder shall be limited to the case of a violation hereof by the Association. In the event any member of the Association violates the terms of this Agreement, the Union shall not take punitive measure against the Association or any members thereof except the offending member.

ARTICLE XXII

Separability

If any Article, Section or provision of this Agreement is declared to be unlawful, then the balance of said Agreement shall remain in full force and effect. The parties shall meet forthwith to negotiate the effects of said illegality and if no agreement is reached the matter may be submitted to arbitration as provided in Section 6 of Article XXI herein.

ARTICLE XXIII

Successor and Assigns

This Agreement shall be binding upon the Employer and successor and upon each member Employer and the executors, administrators, successors and assigns of each member Employer. If an Employer's business is purchased, assumed and/or continued by another corporation, partnership or sole proprietorship, then this Agreement shall continue in force and effect and be binding upon such successor or assigns with the same effect as if it had been originally signed by the successor or assignee.

ARTICLE XXIV

Recognition of Unique Skills

In a situation in which a Plasterer mechanic on the job is possessed of a special skill which could be best utilized on another job within the jurisdiction of the Union, the Union shall have the right to have the mechanic leave the Employer's job in order to go to work on the other job on which the mechanic's special skill is needed; provided, however, that it is mutually agreeable to both the Employer and the Union. The Union shall give no less than forty-eight (48) hour's prior notice to the Employer of this intended move in order to afford the Employer the opportunity to replace the mechanic being moved. Since the foregoing is for the best interests of the industry and will aid in the promotion of work in our industry, the mechanic who is moved shall not be discriminated against by the Employer as to any future employment.

ARTICLE XXV

Construction Manager

Whenever any signatory contractor performs work as a construction manager, developer, owner/builder or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, provided, however, this provision shall not apply to any affiliated development company of a signatory contractor.

ARTICLE XXVI

Multi-Trade Agreement Participation

The parties hereto agree, commencing September 1, 1992 to participate in negotiations for a Multi-Trade Agreement.

ARTICLE XXVII

Mutual Objective

Section 1. The parties hereto agree to use their mutual efforts to bring about as near as possible at this time uniform conditions which will tend to stabilize and

encourage union construction, alterations and repair of buildings, it is agreed if and when any Employer performs any type of work covered by this Agreement, under its own name, or under the name of another as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly a significant degree of ownership, management or control, the terms of this Agreement shall be applicable to such work.

Section 2. The Union agrees that, in the event it grants more favorable terms and conditions, other than those contained in this Agreement, to any employer or association, the Union will extend those same terms and conditions to the parties of this Agreement. Project labor agreement work is understood to be an exception under this section.

ARTICLE XXVIII

Tenure of Agreement

This Agreement shall be effective July 1, 2016 and will expire June 30, 2020, but if neither party to this Agreement gives notice in writing to the other party on or before April 30, 2020 that it desires a change after June 30, 2020 then this Agreement will continue in effect until June 30, 2021, and so on each year thereafter unless on or before April 30 of each year thereafter a notice is given by either party.

LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS OF
MASSACHUSETTS, INC.

Brian C. O'Donnell

BUILDING TRADES EMPLOYERS'
ASSOCIATION OF BOSTON AND EASTERN
MA, INC.

John Sweeney

BOSTON PLASTERERS, CEMENT MASONS
AND ASPHALT LAYERS LOCAL UNION
NO. 531

W.P. Sharkey

MASTER PLASTERERS ASSOCIATION OF
BOSTON AND VICINITY

EMPLOYERS NEGOTIATING COMMITTEE

Thomas J. Gunning, Chairman
Brian O'Donnell
Rodney Frias
George Bidgood
Michael Curtis
John Ferrante

UNION NEGOTIATING COMMITTEE

Peter Stracuzzi, Chairman
John Sweeney, Business Agent

PRIVATE DEVELOPMENT ENCOURAGEMENT RATE

Addendum to the

2016-2020 BOSTON PLASTERERS AND CEMENT MASONS AGREEMENT

This Addendum is for the purpose of setting out special provisions for specified construction work.

1. Any Employer desiring to use this Addendum shall request the approval of the Business Manager.

2. The provisions of this Addendum shall be available only to those responsible union Employers signatory to the 2009-2012 Boston Plasterers and Cement Masons Agreement, which shall remain in full force and effect, except as modified in accordance with this Addendum.

3. The Business Manager may also initiate implementation of this Addendum by notifying any one of the signatory Employer Associations.

4. The wage rates to be paid for on non-prevailing rate jobs covered by this Addendum shall not be less than eighty percent (80%) of the wage rates provided for by the 2009-2012 Boston Plasterers and Cement Masons Agreement plus full payment of all funds provided therein.

5. Upon approval of the Business Manager in each case, for a particular job, the wage rates to be paid on prevailing rate jobs covered by this Addendum shall be rate specified in the Bid Documents which shall continue for the duration of the job.

6. All Employers will include in any contracts with cement finishing or plasterer subcontractors for jobs covered by this Addendum, language to require them to pay no more than the wage rate provided for by this Addendum for such job. Any added enumeration of any form paid to any cement mason or plasterer on such job shall be paid to all the plasterers or cement masons on said job.

7. The Associations agree to encourage the use of this Addendum to gain more work opportunities for the signatory parties.

8. The Business Manager when considering the use of this Addendum will give due consideration to such factors as the location and nature of the job, the competition and participation by other trades.

9. The Business Manager will have the right to examine the contract price between the owner and contractor to determine the proper rate. Contract price to mean the total general contract price.

10. The essence of this Addendum is to promote and encourage union construction and therefore the parties seek and welcome the participation of other crafts.