



OPERATIVE PLASTERERS' & CEMENT MASONS' LOCAL NO. 577

2021-2024
Plastering Contractors Agreement
Between
The Operative Plasterers & Cement Masons Local 577
&
Western Wall & Ceiling Contractors Association



**OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL
ASSOCIATION LOCAL UNION 577**

&

WESTERN WALL & CEILING CONTRACTORS ASSOCIATION

Plastering Agreement

THIS AGREEMENT, entered into on August 1, 2021, by and between Western Wall & Ceiling Contractors Association and its Member Contractors and the Operative Plasterers" & Cement Masons" International Local Union 577 ("Union").

NOW THEREFORE, in consideration of the promises of the parties, it is hereby agreed:

ARTICLE I

COVERAGE/DEFINITIONS

Geographic Scope

1.01 This Agreement shall apply to and cover all employees of the contractor performing Plastering, Stucco, Fireproofing, EFIS Rock Carving, Stone Face Plastering and Associated construction work in the States of Colorado and Wyoming.

Trade Jurisdiction

1.02 The trade jurisdiction of Union is defined by all recognized jurisdiction of the Operative Plasterers" & Cement Masons" Association International Union & Local 577 Constitutions and the assigned work by the above-named Association and its Proxied Contractors to the Union.

ARTICLE 2

UNION RECOGNITION

2.01 Contractor recognizes the Union as the sole and exclusive collective bargaining representative for the employees engaged in work covered by this Agreement, under Section 9A of the National Labor Relations Act (NLRB).

ARTICLE 3

WORK PRESERVATION

3.01 To protect and preserve the work of employees covered by this Agreement performing all Plastering, Stucco, Fireproofing and EFIS and all other work associated with plastering construction in the States of Colorado and Wyoming.

The signatory contractor also agrees that either employees of the contractor shall perform all-on-site construction work covered by this Agreement or, if subcontracted, the work will be subcontracted to a person, firm or corporation signatory to this agreement.

3.02 All off-site work for individual jobsites; (such as panel yards) traditionally performed by employees of the Contractor shall be performed either by the Contractor, or if subcontracted, the equivalent wage and fringe benefits under this Agreement must be paid to the subcontractor's employees performing the work.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The Western Wall & Ceiling Contractor Association and its member contractors are the sole judge of the competency of its employees and applicants for employment. The Western Wall & Ceiling Contractor Association and member Contractors may reject any applicant referred by the Union. All employees must perform their work to the satisfaction of the Contractor. The Contractor retains the right to terminate employees for just cause. In the case of a termination, the Contractor will provide the Union and Western Wall & Ceiling Contractor Association and employee with written notification of the reason for the action and notify the Union if the employee is not eligible for rehire.

4.02 The number of employees required to perform any operation covered by this Agreement shall be determined by the Contractor provided that if the Contractor, in determining the number of employees, lowers the number of employees customarily used to perform the operation, the Union may have the issue of such reduction in employees resolved by the grievance and arbitration procedure provided in Article 7 of this Agreement. In resolving such disputes, consideration shall be given to the necessity for additional employees as well as to other pertinent factors.

4.03 Because the Contractor and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing herein shall be construed to restrict production or increase the time required to do the work and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices; provided, however, that no

employee shall be required to work under conditions that are injurious to his health or safety in conflict with present well-established customs regulating such work.

4.04 No Contractor signatory to this agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors with employees represented by the Union performing similar work as outlined within this Agreement.

ARTICLE 5

STRIKES-LOCKOUTS

5.01 During the term of this Agreement, the Union shall not engage in, or sanction any strike, picketing, or any slow down or stoppage of work of the Contractor covered by this Agreement. The Union will require the employees it represents to perform their services for the Western Wall & Ceiling Contractor Association Contractors when required by the Contractor to do so. During the term of this Agreement, the Contractor will not cause nor permit any lockout of its employees.

5.02 The prohibition on the Union calling or engaging in a strike, slow-down or work stoppage does not apply if a signatory contractor fails to comply with or execute any settlement or decision reached through arbitration under Article 7 or fails to pay its workers their wages or make timely fringe benefit contributions.

ARTICLE 6

JURISDICTIONAL DISPUTES

6:01 The Union guarantees, during the term of this agreement, that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union signatory to the contractor. The contractor may use the NLRB for jobsite jurisdictional disputes at contractor expense.

6:02 All other jurisdictional disputes shall be referred to the International Presidents of the Unions affected, for determination. Such determination shall be reduced to writing, signed by the International Presidents or their authorized representatives. Upon receipt of evidence of an Agreement, the determination shall be accepted by and become binding upon the employer and the Union. In the event the employer becomes signatory to the impartial jurisdictional disputes board or its successor plan or board, disputes as to jurisdiction of work claimed by disputes other unions than those affiliated with the Operative Plasterers and Cement Masons International Association, Local Union No. 577 shall be referred to, and settled in accordance with, the procedural rules and regulations of the impartial jurisdictional disputes board or its successor. A decision rendered by said impartial jurisdictional dispute board or its successor in any given jurisdictional determination shall be implemented immediately by the employer involved. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the grievance and arbitration procedure provided in this agreement.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.01 All disputes or grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted to Western Wall & Ceiling Contractor Association for determination on behalf of their Member Contractors and be resolved by the procedures set forth in this Article, except for Trust Fund matters. The Trust Funds may file a grievance relating to fringe benefit contributions. However, the Trust Funds reserve the right to utilize any other means consistent with their rules and policies on collection.

7.02 No grievance, dispute, or complaint shall be recognized or have any validity unless called to the attention of the Contractor or Union, in writing, by an authorized representative of the Union or Contractor within fifteen (15) working days of the time the circumstances giving rise to the grievance first occurred or within fifteen (15) working days of the time the Contractor or Union reasonably should have known of the occurrence.

7.03 With regard to employee-initiated grievances, the steward is to receive grievances or disputes from the employee and shall immediately report it to the Business Agent or Special Representative who shall immediately attempt to adjust said grievance or dispute with the Western Wall & Ceiling Contractor Association and its Member Contractor or its representative.

7.04 If a settlement is not reached within five (5) days, the matter shall be submitted to an impartial arbitrator for a final and binding decision. In the event the parties cannot agree upon the selection of an arbitrator, the arbitrator shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service. The parties shall determine by lot who shall strike first and then each side shall alternately strike a name until one name is left.

7.05 The arbitrator's fee and all incidental expenses shall be paid equally by the parties. The arbitrator shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement.

7.06 Any of the time limits established in this Article may be waived or extended by the parties. Any such waiver or extension shall be confirmed in writing.

ARTICLE 8

DISPATCH PROCEDURES

8.01 The Union shall establish and maintain open and non-discriminatory lists for applicants desiring employment on work covered by this Agreement. The dispatch procedures are listed in the signed Addendum attached to this Agreement.

8.02 In the event the Union is unable to fill a dispatch request within forty-eight (48) hours, the Contractor may hire employees from any other source. However, the Contractor must immediately report to the Union's dispatch officer each such employee by name, address, social security number and classification. The contractor shall not have the right to hire from outside sources where the union has pulled the workers for failure to make trust fund contributions and/or pay wages.

8.03 Notwithstanding the dispatch procedures in the attached Addendum, of a list all current employees, all employees currently employed at the time this Agreement is activated, the workers shall be dispatched from the Union to the Contractor. Said employees shall be entitled to become a member in the Union on the same basis membership is offered to all other applicants for membership.

ARTICLE 9

BUSINESS REPRESENTATIVE AND JOB STEWARD

9.01 The Union's Business Agent, or Special Representative, shall have access to projects during working hours. He shall make every reasonable effort to advise the Contractor, or Contractor's representative, of his presence on the job site and shall not stop nor unreasonably interfere with the work of any employee.

9.02 A steward shall be a working employee appointed by the Union, who shall, in addition to his work as an employee, be permitted to perform, during working hours, such Union duties as cannot be performed at other times. The Union agrees that such duties shall be

performed as expeditiously as possible, and the Contractor agrees to allow stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each steward. The Contractor, before laying off or discharging a steward for just cause, shall give the Union forty-eight (48) hours advance notice of the Contractor's intention to do so. It is recognized by the Contractor that it is desirable that the person appointed steward remain on the job as long as there is available work. In no event shall a Contractor take action against the steward either by layoff, discharge or discrimination for the proper performance of the steward's Union duties.

ARTICLE 10

FOREMEN, GENERAL FOREMEN

10.01 The selection of the worker assigned as Foreman or General Foreman is at the sole discretion of the Contractor. The Foreman or General Foreman shall be an employee working within the jurisdiction of the Union. When three (3) or more workers are employed by a Contractor, one (1) shall be designated as a working Foreman and shall receive Foreman's pay. A Foreman shall supervise no more than ten (10) employees. If a Contractor has more than three (3) Foremen, a General Foreman shall be designated and receive General Foreman's pay. A General Foreman shall supervise no more than eight (8) Foremen.

10.02 The Foreman may work with the tools of the trade. Only a Foreman who normally works with the tools during regular hours, in addition to the performance of supervisory duties, may work with the tools of the trade during overtime periods.

10.03 Only in cases of emergency may Superintendents and Assistant Superintendents act in the capacity of a Foreman or work with the tools of the craft.

10.04 All current Journeyman Members that are dispatched to employers shall receive the Journeyman's rate of pay within this agreement regardless of the ratio. All apprentices must be at the appropriated percentages as per the State Standards.

10.05 Any General Foreman, Foreman or Lead worker designated by individual contractor for a project may travel into Local 577 from another OP&CMIA Local Union, and all proper union paperwork is to be filled out at Local 577. A dispatch will be given to this Member for this employer for each jobsite, and that the Health & Welfare and Pension shall be paid directly to that workers Home Local Union Trust Fund and all Training and Working Dues will be paid into the Local 577 Trust Funds for these workers. Local 577 is to receive all documentation of this transaction no later than 15 days after the Members Home Trust Fund Receives Contributions from the Contractor. No Travel Cards will be required for these workers. Any member that would like to transfer their Union Cards to Local 577 for WWCCA contractors can transfer. All dues and assessments must be paid in full before Local 577 can accept traveling Members. All Members must be paid up with all Dues and Assessments to the Local Union they are from and must stay in good Standing with their Home Local Union during their Employment in Local 577 Geographic Jurisdiction. At any time, a worker does not stay in good standing they will be removed from the project and replaced by a Local 577 Member, provided that this clause doesn't conflict with any State or Federal Law which prohibits this action. Members and Contractors recognizes the International Code of Conduct as a recognize addendum to this agreement. Failure to stay in compliance can bring charges against member or grievances against contractor.

ARTICLE 11

WORK WEEK

11.01 Ten (10) consecutive hours, exclusive of lunch period, between 6:00 am and 4:30 p.m. shall constitute a day's work. Forty (40) hours, Monday, 6:00 a.m. through Friday, 4:30 p.m., shall constitute a week's work. All hours after the 10th hour shall be paid at a rate of one & half (1-1/2) the regular rate of pay.

11.02 The Contractor may, after first notifying the Union, deviate from the established starting time, as stated in Section 11.01, for a minimum of five (5) consecutive days, Monday through Friday, for the same employees, at the same starting time, and on the same job site.

11.03 The Contractor may, after first notifying the Union, establish a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 6:00 a.m. and 6:30 p.m. Monday through Friday. All work performed on a Saturday, unless it is being worked within the same week to complete a 40-hour work week, shall be paid at one & half (1-1/2) the regular rate. All work performed on Sunday shall be paid at the double time (2X) regular rate of pay.

All workers may perform all other work assigned by the Contractor.

ARTICLE 12

PAYMENT OF WAGES

Wages Rates

12.01 The hourly wage rates and classifications on all work covered by the terms of this Agreement shall be in accordance with the Wage Appendix incorporated herein as part of this Agreement.

12.02 The Union reserves the right to reallocate the wages and fringe benefit contributions on the first day of August of each year during the term of the Agreement and will

give the Contractor not less than sixty (60) days prior written notice of such allocation. However, the reallocation does not increase the total package unless there is a scheduled increase.

Show Up Pay

12.03 Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive two (2) hours pay at the appropriate rate for so reporting, unless he has been notified by the Contractor before leaving his home not to report.

12.04 Any employee who reports for work and for whom some work is provided shall receive not less than four (4) hours' pay; and, if more than four (4) hours are worked in any one day, the employee shall receive not less than eight (8) hours' pay, unless prevented from working for reasons beyond the control of the Contractor, including, but not limited to such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Contractor or his agent.

12.05 Zone and Travel Pay from hub cities Denver and Cheyenne

All projects located 50 miles from the Local 577 Union Hall in Denver or 50 miles from Building Trades Building in Cheyenne, Wyoming each worker will be compensated an additional \$10.00 per day for each day of work in this area.

Projects located over 51 miles from dispatch hub each worker will be paid \$10.00 per day each day worked in this area.

12.06 **General Requirements** All wages must be paid weekly and shall be paid at least one hour before the end of the shift. Contractors shall show on the paycheck stubs the individual employee's name, employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions, and net pay, as well as each contribution made with

respect to that payroll period. An employee who is laid off or terminated will be paid all wages due at the time of termination or layoff in accordance with State and/or Federal Regulations. Employees that quit shall be paid in accordance with state law. There shall not be more than three (3) working days holdback time.

12.07 In cases where an employee is forced to leave a job prior to the end of a scheduled shift because of an industrial injury, the employee shall suffer no reduction in wages for the balance of that day because of the injury.

12.08 **Tools, Work-clothes & Identification** Employees shall report to work with the necessary hand tools and in a fit condition to work. All Plasterers', Apprentices and Pre-apprentices must have clean Plasterers' White Pants and White Long Sleeve Shirts-Whites (Dress Whites) in order to work for the contractor at worker's expense.

12.09 The Contractor agrees to provide the Union with full payroll data monthly, showing the hours worked and wages paid to each employee of the bargaining unit. Said report shall be delivered within ten (10) working days from end of the preceding month.

ARTICLE 13

WORKING RULES

13.01 **Transportation of Employees and Tools;** Employees shall travel to and from the job site on their own time and by means of their own transportation, outside of their regular working hours. Employees that report to the shop and are driving or driven to the job site in company vehicles shall not be entitled to travel time pay. All these hours are to be paid to each worker at their appropriate wage and benefit rate from the shop and back each day on company time. Employees assigned to drive their own vehicle from one job location to another during

working are entitled to travel time pay. All workers carpooling from one job location to another during work hours shall also be entitled to travel time.

13.02 Employees shall be required to furnish and transport tools as outlined in each Addendum attached to this Agreement. (Basic Hand tools).

Lunch

13.03 Employees shall be afforded an uninterrupted lunch period of one-half (1/2) hour. Under all circumstances, and without exception, the employee shall be afforded a one-half (1/2) hour lunch period as job conditions permit no earlier than three (3) hours and no later than five (5) hours from starting time. Meal periods may be staggered to meet job requirements. Should any employee work in excess of ten (10) hours, an additional one-half (1/2) hour meal period on the employer's time shall be afforded at that time and every four (4) hours thereafter.

13.04 If no lunch period is given, employees shall receive one-half (1/2) hour's pay at the applicable overtime rate above pay for the hours worked. If another trade on the project receives a coffee break or afternoon break the same be given to Local 577 Members and may staggered to meet the jobsite requirements.

Health and Safety Issues

13.05 All health and safety standards shall be observed by the Contractor and the employees. No employee shall be required to work under conditions which are in contravention to these Regulations. Potable water, proper drinking cups and salt tablets shall be made available. Access to proper and sanitary toilets shall be provided. Any safety tools as well as specialty tools will be furnished by the Contractor. Employees shall attend company required safety meetings.

13.06 Pre-Job Conferences

1. On all jobs of 1 million dollars or more.
2. Where special conditions warrant a pre-job conference.

All pre-job conferences shall be held at least one week before the commencement at the job.

Miscellaneous

13.07 Fifteen (15) minutes before the end of a shift shall be granted for clean-up time for tools and equipment. No employee is permitted to work on piecework, accept contracts, lump sum service payments, rent or loan equipment, tools or trucks to the Contractor unless said services or payments are approved and or authorized by attached addendum of this Agreement.

13.08 Scaffold pay shall be paid for any scaffold over three stages high or higher at \$5.00 a day, each day worked. Swinging Scaffold, chairs or any other hanging platform shall receive \$ 10.00 a day each day worked. Snorkel lifts or boom lifts shall receive \$ 5.00 a day for each day worked. A days worked on any above listed will be any hours after the one hours work will constitute a full day. Only the higher and one rate of pay will be required per day per worker. The contractor agrees to have safety training for each worker as outlined in State or Federal Law and in compliance with OSHA when working on or near.

ARTICLE 14

TRUST FUND OBLIGATIONS

14.01 The Contractor agrees to be bound by the Trust Fund Agreements establishing of Local 577 Trust Funds (fringe benefits) listed on the Addendum and further agree to be bound by and comply with all the rules and regulations of the Health & Welfare, Apprenticeship and Collections Funds of the Local 577 Trust Funds, and all reciprocity participants, of Local 577 pledges to work on behalf of the Western Wall & Ceiling Contractors Association to have them placed on the Board of Trustees once the association has two employers with two or more full-

time Plasterer' employees working for each employer and covered under this agreement. The association agrees to withdraw/resign from the board of Trustees if employers do not have this minimum, as stated, of full-time employees working under this agreement. The Pension Fund known as the Cement Masons' and Plasterers Pension Trust has been established in Aurora, Colorado. The Employer agrees to abide by said Trust Agreement and the rules, regulations and policies of the Trust, as may be amended and/or supplemented from time to time. The Employer further agrees to accept the appointed Employer Trustees as their trustees and abide by the actions, directions and decision of the Board of Trustees pertaining to the Employers' obligations to the Trust. The Employer agrees to make payment of contributions according to Appendix A hereto. Such contributions must be mailed to Cement Masons and Plasterers Trust Fund CompSys Inc. located at 2821 South Parker Road, Suite 215 Aurora Colorado 80014, (303)745-0147, or the Third-Party Administrator designated by the Union to be timely received by the Trust in accordance with the Trust Collection Policy of which Employer acknowledges receipt. Participation by the Employers in said Trust shall be for the duration of this agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this agreement.

The Employer hereby consents to the jurisdiction and venue of the Federal and State Courts in the jurisdictional areas of Colorado and Wyoming as the exclusive jurisdiction and venue for disputes regarding the Employer's compliance with this Article and the rules, regulations and policies of the Trust, including the timely payment of contributions and cooperation for audits. The Employer further agrees that, to the extent not pre-empted or governed by federal law, the law of the States of Colorado and Wyoming shall govern this Agreement and the Employers' obligation to the Trust, notwithstanding any choice of law principals.

14.02 The Parties to this Agreement, in recognition of the value in promoting the Plastering construction industry, do hereby agree that Contractors will contribute .40 forty cents per hour worked of the base rates outlined in this agreement to Western Wall & Ceiling Contractors association (WWCCA) Fund. Any State or Federal Tax consequences shall be Western Wall & Ceiling Contractors Association responsibility. The rate per hour contribution for the WWCCA shall be included on the monthly Employer Contribution Form, along with all other fringe benefit contributions, and submitted to the appropriate third part administrator where it will be forwarded to the (WWCCA). All cost associated for running this fund will be paid by this fund for collection, audits or any other associated cost to run this fund. The purpose of this fund is to promote the Plastering Industry in Local 577 areas and to promote the Western Wall & Ceiling Contractors Association in Local 577 areas. It is to also to help cover the cost of the Western Wall & Ceiling Contractors Association the administration cost of this Collective Bargaining agreement in Local 577 area as per the Western Wall & Ceiling Contractors Association Bylaws. If the Western Wall & Ceiling Contractors Association determines that it does not want to continue work in Local 577 area, then the (.40) Forty cents per hour shall be applied back to the base wage of each worker covered in this agreement.

ARTICLE 15

HOLIDAYS

15.01 The following days are to be recognized as Federal holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. If any of the above holidays fall on a Saturday, the preceding Friday

shall be considered the holiday. No work shall be required on Labor Day, except in cases of extreme urgency. All Holidays shall be paid at a double time (2X) the rate of base regular pay.

15:02 Martin Luther King Day and Cinco de Mayo maybe recognized by the individual worker with that day off with no pay and no penalty with a twenty-four hour notice to the foreman. There will be no overtime pay for regular work hours on these days.

ARTICLE 16

MAKE-UP DAY

16.01 With respect to a make-up day, Saturday may be used if the following conditions apply:

1. Must be the result of inclement weather or other conditions beyond the control of the Contractor;
2. Must be job site specific;
3. Will not be mandatory and every employee shall be given the opportunity to work or refuse to work without penalty;
4. The Union, Contractor and the employee each shall sign off on the make-up day prior to make-up day;
5. Overtime rates will be paid to all employees if any craft is paid overtime. Otherwise, in all respects the makeup day shall be treated exactly as the day missed;
6. Applies on to workers who regularly work a minimum of 40 hours per week for Signatory Contractor.

ARTICLE 17

DRUG POLICY

18.01 The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug/alcohol free work environment. All testing is at the employer's expense. The Union recognizes the employer's drug and safety policies. The employer may do random drug testing for all employees for reasonable suspicion of Drug or alcohol use on the jobsite.

ARTICLE 18

SAVINGS CLAUSE

19.01 It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The Parties agree that in the event any provisions of the Agreement are held or constituted to be void, as being in contravention of any such laws, rulings, or regulations, the Parties agree to enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 19

UNION SECURITY

20.01 The Contractor agrees that employees employed by the Contractor for a period of seven (7) days or an accumulative (7) days within the multi-employer unit shall become members of the Union immediately upon terms and qualifications not more burdensome than those applicable at such times to other applicants of the Union and that, after seven (7) days of employment, as set forth above, the employees shall maintain their membership in the Union as a condition of continued employment.

20.02 Membership in good standing in the Union is defined to mean, for purposes of this Article, the tendering of initiation fees and periodic dues.

20.03 The Contractor hereby agrees to deduct from the wages of any employee doing work covered by this Agreement, with dues check off authorization. The Contractor will deduct the proper amounts in any given payroll period and remit such sums in accordance with the Union's regular reporting procedure.

20.04 Such assignment and authorization shall become effective as of the date it is executed and shall be irrevocable for the period of one (1) year or until the termination of the agreement, whichever occurs earlier, and this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and Union, whichever period shall be shorter, unless written notice is given by Employee to the Contractor and the Union not less than ten (10) days nor more than fifteen (15) days immediately prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement, whichever occurs earlier.

ARTICLE 20

TRAINING

21.01 The Parties acknowledge that the success of this Agreement is largely dependent on continually upgrading the skills of apprentices and journeymen working in the Jurisdiction of this agreement. The Parties pledge to make the necessary commitments to assure that existing training programs are adapted to residential construction and that course will be designed and implemented for this purpose.

21.02 It is the mutual intent of the Parties to provide a term of Journeyman upgrading/apprenticeship pre-apprentices program that will result in turning out a skilled journeyman. To accomplish this purpose, the Union and Contractor will use their best efforts to properly classify incoming sub-journeyman/apprentices, based on knowledge and field experience, at the proper apprenticeship level. It is also the Parties' mutual intent that apprentices only advance when the apprentice demonstrates skills and knowledge in the field and in related classroom instruction that merit advancement in accordance with the OPCMIA International apprenticeship program's standards and policies until they can be incorporated in the States of Colorado and Wyoming.

21.03 During the term of this Agreement, the parties will periodically meet for the purpose of discussing training and exchanging information and proposals on how to improve current training programs.

ARTICLE 21

CLASSIFICATION CARDS

22.01 The Parties acknowledge that the establishment of classification cards is a benefit to the Plastering construction industry. The Parties shall meet and use their best efforts adhere to the International Training Curriculum. Labor and Management will also work in a cooperative for all workers under this agreement.

ARTICLE 22

TERM - TERMINATION - RENEWAL

23.01 The term of this Agreement shall be effective from August 1, 2021, through July 31, 2024, and for additional periods of one year thereafter, unless sixty (60) days prior to August 1, 2024, or the end of any subsequent yearly period Contractor or Union gives written

notice by registered mail of its desire to change, amend, modify or terminate this Agreement.

An Increase of \$ 1.25 per hour on the total package for each classification each August 1 shall be applied to the base wage unless the Union gives a 60-day notice that increase is to be allocated to other funds. The Union and WWCCA may agree 90 days prior of each August 1 to forgo the increase if the Union agrees it may not be in the best interest of both parties for said increase.

Signed By: _____ Date: _____

Western Wall & Ceiling Contractors Association Representative

Signed, By: _____ Date: _____

Signature of Local # 577 Representative

Independent Contractors please complete the following, please type, or print clearly and sign

Contractor Company Name

Contractor Signature _____

Contractor Address; _____

Contractor Phone # _____ Fax # _____

Contractor Email Address _____

Contractor License Number _____

Contractor Bond Company & ID # _____

Plasterers & Cement Masons International Association, Local Union 577

By: _____ Date: _____

Signature of Authorized Union Representative