

**“ARIZONA STATE”
OPCMIA LOCAL NO. 254 PLASTERERS’
COLLECTIVE BARGAINING
AGREEMENT**

Between

**OPERATIVE PLASTERERS’ & CEMENT
MASONS’
INTERNATIONAL ASSOCIATION
LOCAL NO. 254**

and

**THE ARIZONA PLASTERERS’
CONFERENCE of the WESTERN WALL
AND CEILING CONTRACTORS
ASSOCIATION “WWCCA” AND/OR
UNDERSIGNED CONTRACTOR**

January 1, 2023 to December 31, 2025

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ARTICLE 1:

RECONGNITION

A). The Contractor hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the contractor signatory hereto over whom the Union has jurisdiction.

B). The Union Recognizes the Arizona Plastering Conference of the Western Wall & Ceiling Contractors Association (WWCCA) as the sole bargaining representative of eligible members, present and future, who are or whom become bound by this Agreement and agree that during the term of this agreement, they would not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject mater covered by this agreement. This agreement shall be binding upon each and every eligible member of the Arizona Plasterers' Conference of the Western Wall & Ceiling Contractors Association (WWCCA) with the same force and effect as if this agreement were entered into by each eligible member individually. All eligible members of the Arizona Plasterers' Conference of the Western Wall & Ceiling Contractors Association (WWCCA) shall remain jointly and severally liable under this agreement for the term of the Agreement.

C. Contract Administrative and Industry Fund:

During the term of this agreement and any extensions or renewals thereof, each individual employer covered by this agreement shall contribute the sum of (0.15) fifteen cents per hour for each hour worked by employers under the terms of this agreement to the Western Wall and Ceiling Contractors Association (WWCCA) Industry Fund. For the purpose of administering this fund, the individual employer, by becoming signatory to this agreement, does hereby designate the WWCCA employer committee to act as agent in all matters concerning the fund.

LENGTH OF AGREEMENT

This agreement shall remain in effect for (36) thirty six months (Three (3) Years) from the date of signing. Either Party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than one hundred and twenty days (120) days, not less than sixty (60) days prior to the expiration date. If such notice is not given, the Agreement shall be renewed from year to year thereafter until terminated at the end of a yearly period of the current negotiated CBA expiration date, by notice in writing by either Party given to the other not more than one hundred and twenty (120) days, not less than sixty (60) days before the end of such yearly period.

TERMS & CONDITIONS OF THE DURATION OF THE AGREEMENT

It is mutually agreed by the parties' signature hereby, that this document represents a three (3) year agreement. Additionally, in an effort to help the industry under extenuating economic circumstances; the Union and WWCCA, when in mutual agreement, may re-open negotiations on the subsequent two years (2) with the sole purpose to renegotiate the Wages & Dues Check off conditions.

ARTICLE 2:

SCOPE OF WORK

The scope of work covered by this Agreement shall include but not limited to work traditionally and historically recognized as being performed by Plasterers', including Fiberboard by prior Local Union written agreements, applicable Regional Agreements, written International Agreements, Greenbook Decisions, or Agreements of Record to which the Local Union's International is bound. In addition; all plastering work such as Stucco, EIFS, Synthetics, Interior

and Exterior Finishing Systems, Rock Carving, Chemical Stain and Venetian Plaster, the operation of any and all, new and old machinery and /or equipment technology utilized in the plastering and fireproofing industry with out limitations. Including but not limited to all fireproofing systems, all sprayed and or hand applied Fire Resistive Materials (SFRMs), both dry and wet types, sprayed and or hand applied Intumescent Fire Resistive Materials (ISFRMs), Insulation systems, and water-proofing systems and the application of all said materials within the plastering industry, all lathing and helper's applications. The said provisions for the scope of work only applies to cementitious composition materials for water proofing.

ARTICLE 3:

MANAGEMENT RIGHTS

- A.** The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.
- B.** The Employer will be the judge in determining the competency of Applicants and Employees with the right to hire, reject, or terminate accordingly and will be responsible for determining a fair day's work for Employees covered by this Agreement.
- C.** The Employer shall be the judge as to the number of employees, Superintendent, General Foremen, Foremen, and other supervisors required to perform the work, and the number of employees to be assigned to any crew. Employees may be shifted from one (1) piece of equipment or operation to another, as job conditions require at the company's discretion.
- D.** The Selection of Master Mechanics, Superintendent, General Foremen and Foremen shall be entirely the responsibility of the Employer at his discretion.

ARTICLE 4:

LABOR – MANAGEMENT MEETINGS

There shall be meetings between Signatory Contractors and Representatives of the Union at least every six (6) months or as requested by either party with proper written notification.

The purpose of such meetings shall be to improve working relations, productivity, or resolve any outstanding problems that may arise.

ARTICLE 5:

A. HIRING HALL

The individual Employer shall requisition all workmen who are to be employed in the bargaining unit from the local hiring hall of the Union having area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such workmen as have been requisitioned on a non-discriminatory basis in accordance with the dispatching rules. However; it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to, and shall be governed by, the following conditions:

1. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union

membership, policies, or requirements, or on race, color, creed, national origin, sex or age.

2. The Employers retain the right to reject any job applicant referred by the Union.
3. Workmen shall not be referred to an Employer not a party to a Collective Bargaining Agreement with Local 254.
4. In the event a request for manpower cannot be filled from the current out of work list, or the employer rejects employees from the current list, the union will immediately do all things necessary to fulfill its obligation of providing workmen to the contractor. This would include, at the Union's expense, but not limited to, placing advertisements in the newspaper or other media outlets if they so choose, stripping of qualified employees from non-union employers, holding job fairs or other recruiting activities that may apply, providing workmen from the OPCMIA crafts along with on the job training as maybe required to make employee productive.

In addition, the Union will be forthcoming to the contractor of all actions it has taken to satisfy the manpower request. In the event the Union continuously fails to satisfy their obligations as much as providing man power to the Employer, it will be considered a breach of contract and other provisions of the contract will not be enforceable. It is mutually agreed by both parties hereby, that all manpower requested by the Employer; the Union will be given 48 hours advance notice.

B. HIRING HALL VIOLATIONS:

An Employer who violates the provisions of this Section as to proper referral shall not be entitled to protection of provisions of this Agreement. Such cases shall be settled by the Union Business Representative and the highest available top Management of any Employer concerned, and in no case shall such settlement be delayed longer than forty eight (48) hours after said grievance arises, Saturdays, Sundays and other non-working days excluded. During such period, no work stoppage shall occur.

C. DISPATCHING PROCEDURES:

The following procedures shall be forthwith placed in effect at all Union dispatching offices pursuant to the provisions of this Agreement covering construction in the State of Arizona.

1.) The individual Employer shall agree that they will first call the dispatching office for all men. If Union agents are asked to supply men, they shall promptly relay such request to the appropriate dispatch office for servicing the request. Union dispatching offices shall normally remain open from 6:00 am to 4:30 pm Monday through Friday (holidays listed here excluded). However, this provision shall be satisfied where, if such hours are not maintained, an alternate phone number has been made reasonably available to the Employer. The Union shall make available after hours telephone numbers to Employers on request.

2a) A written referral shall be given to each workman dispatched to job. This is not a Union "clearance", but rather written evidence in the workman's possession that he has been dispatched in accordance with the applicable Plasterers' CBA.

2b) Unemployed Journeymen and Apprentices have the right to solicit employment from contractors signed to this agreement.

3a) Each dispatching office shall maintain appropriate registration lists or cards, kept current; referrals will be made in the following order of preference.

D) GROUP ON LIST A:

Workmen who are properly qualified whose names are properly registered, and who have been formerly employed for a period of at least twenty (20) days by a Contractor signatory to any Plasterers' Labor Agreement in a classification covered in the State of Arizona within the immediately preceding one (1) year.

Individual Contractors may requisition a workman specifically by name from Group "A" provided said workman is properly registered and available for such employment.

Registered workmen on list "A" will be dispatched first on a first-registered, first-out basis. However, the Employer may request any registered workman by name on list "A" provided that said workman is properly registered and available for such employment.

ARTICLE 6:

WAGES Beginning 1/1/2023

	Base Wage		Taxable Wage	
1) Foremen Rate:	\$ 33.10		\$ 34.81	
2) Journeyman Rate:	\$ 28.78		\$ 30.49	
3) Plasterer lead: 5% over JW	\$ 30.21		\$ 31.92	
4) Plasterer Shop hand-Level 1 -67% of JW	\$ 19.28		\$ 20.99	
Level 2 -83% of JW	\$ 23.88		\$ 25.59	
Level 3 -93% of JW	\$ 26.76		\$ 28.47	
5) Apprentice Rates:				
	Base Wage	Taxable Wage	Base Wage	Taxable Wage
1 st Period- 60%	\$ 17.26	\$ 18.97	4 th Period- 80%	\$ 23.02 \$ 24.73
2 nd Period- 65%	\$ 18.70	\$ 20.41	5 th Period- 90%	\$ 25.90 \$ 27.61
3 rd Period- 75%	\$ 21.59	\$ 23.30	6 th Period- 95%	\$ 27.34 \$ 29.05

**Dues check off is \$1.71 per hour to be deducted from taxable wages after taxes.
Journeyman Total Package per hour \$ 39.76**

ARTICLE 7:

REASONABLE REIMBURSEMENT FOR EXPENSES

- 1) PHOENIX, FREE ZONE: A “Free Zone” is that area within seventy five (75) miles of the Phoenix City Hall.
- 2) SUBSISTANCE:
 - a. Mileage measured by AAA mileage from City Hall of Phoenix, Arizona.
On public maintained roads.

Zone 1	0-75 miles	Free Zone
Zone 2	75 & Over	per federal guidelines standards
- 3) TUCSON FREE ZONE: A “Free Zone” is that area within fifty (50) miles of the Tucson City Hall.
- 4) SUBSISTANCE:
 - a. Mileage measured by AAA mileage from City Hall of Tucson, Arizona.
On public maintained roads.

Zone 1	0-50 miles	Free Zone
Zone 2	50 & Over	

5) A Subsistence Pay of \$3.25 per hour above the wage rate plus thirty (\$0.30) cents per mile for one round trip on all projects out side the “Free Zone”. The Employee must report to the jobsite on time with all the necessary tools to work. If the employee reports to the jobsite and is not put to work through no fault of his own, he/she shall receive the Sub Pay. When an Employer furnishes transportation to and from the jobsite on the employer’s time no travel, subsistence or zone pay shall be paid.

ARTICLE 8:

FRINGE BENEFITS

1). HEALTH & WELFARE: to be provided by the employer with the option to make contributions to Local No. 254 trust fund.

Effective on the indicated dates, the Contractors shall pay the indicated amounts for each hour worked by employees covered hereunder to the respective Trust Fund:

01/01/2023	\$4.60
01/01/2024	\$4.80
01/01/2025	\$5.00

Southwest Multi-Craft Health & Welfare Trust Fund

* – If additional monetary increases are deemed necessary, they will be designated by the Union as to dates and amounts, and will be taken from negotiated wage settlements. It is agreed that the Union will give the Signatory Contractors and WWCCA 60-days advance notice, in writing, of proposed changes to the contribution rate.

PENSION

- A) Pension Amounts: Effective on the indicated date, the Employer should pay the indicated amount for each hour worked by employees covered hereunder to the Local 254 Trust Fund. Known as Operative Plasterers' and Cement Masons' International Association Local No. 254.
- B) Type of Pension Plan: Defined Contribution Benefit Plan Trust Fund \$4.25 per hour worked.**
- C) Dues Check Off: It is understood by both parties signatory hereto, that the Employer will pay \$ 1.71 (one dollar and seventy one cents) per hours worked, per Shop hands, Plasterer, Journeyman & Apprentices for Dues Check Off for the duration of this agreement.

APPRENTICESHIP AND TRAINING

In recognition of necessity of training skilled craftsmen in the plastering trade; and in recognition of the responsibility of the OP&CMIA, Contractors and skilled journeymen Plasterers' members of the OP&CMIA Local No. 254 for preservation of the status of the individual and the free enterprise system; it is therefore mutually agreed that a Plasterers' Joint Apprenticeship is hereby adopted.

The Parties agree to make provisions for Journeyman Upgrading Programs, including amending the Trust and/or Standards, as necessary.

Joint Committee. There is hereby established a Joint labor-Management Apprenticeship committee to be composed of two (2) representatives of the Union and two (2) representatives of the Contractors. It is recognized that this Joint committee has complete control and direction of the on-the-job and related training classes of all apprentices in accordance with said Trust Agreement and Apprentice Standards.

Amounts. There has been established a Fund known as the Rocky Mountain Journeyman and Apprenticeship Joint Apprenticeship Training fund, the purpose of which is to pay for the administration of the Apprenticeship Program. Contractors shall make a contribution in the amount of thirty two cents (\$0.32) per hour starting January 1, 2023,; for each hour worked by each employee covered by the terms of this Agreement by said Contractor, to the Joint Apprenticeship fund, which will be received and administered by the Joint Labor-Management Apprenticeship Committee. This contribution shall be made pursuant to the requirements of the Trust Agreement dated August 7, 1965 and revised in April of 2008

Non-Association Contractors. All non-member Contractors signatory hereto agree to the appointment as their representatives on the Joint Apprenticeship Committee, the committee persons designated by the Contractor representatives, and further agree that they shall be bound by all of the terms and conditions of the Apprenticeship Standards dated August 7, 1965 and as amended, and the Agreement and Declaration of Trust dated August 7, 1965, and as amended, said Standards and Trust Agreements and said amendments thereto shall be deemed incorporated herein by reference.

Supervision. Apprentices must be under the direction of a competent journeyman of their craft. There will be on the job training by journeymen craftsmen for the apprentices employed. The foreman of the craft and employer shall pursue and make allowances for such training.

ARTICLE 9:

WORK CONDITIONS

1. HOURS OF WORK:

a. Five (5) consecutive days of eight (8) consecutive hours, exclusive of meal period, Monday through Friday inclusive, shall constitute a week's work at straight time rate.

b. When so elected by the Contractor a 4-10's- work week may be established as follows: (1) a five-day work week shall be established on the project; a 4-10's week should be from Monday to Thursday.

c. Friday shall constitute a make-up day for at straight time wage if for some reason the crew was unable to work due to inclement weather, major breakdown or Holidays (when a majority of the crew is unable to work for that day). The crew must be employed for the regular hours for the make-up day.

2. OVERTIME:

a. All work performed in excess of forty (40) hours per week or as all work performed on Saturday shall be paid at the rate of time and one-half (1 ½), provided forty hours have been worked Monday through Friday.

b. All work performed on Sunday and Holidays, mentioned hereunder shall be paid at the double time rate. Employees shall work as provided the day before and the day after the holiday.

3. HOLIDAYS:

Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. When any of these Holidays other than Sunday fall on Sunday, the following Monday shall be observed as the legal Holiday. No work shall be performed on Labor Day except when life or property is in danger. Appropriate holidays listed above will be celebrated in accordance with the Federal Monday Holiday Act.

4. ARIZONA FAIR WAGES AND HEALTHY FAMILIES ACT:

The parties to this agreement expressly waive the provisions of Prop 206, the Fair Wages and Healthy Families Act, requiring paid sick leave and any other similar ordinances adopted by any other state, city, county or local paid sick leave ordinances that can be waived or opted out of through collective bargaining.

5. LUNCH/REST PERIODS:

There are two lunch break options: A thirty (30) minute unpaid lunch period and one (1) ten (10) minute rest period, shall be given on a daily basis. Or; no lunch period and one (1) fifteen (15) minutes rest paid period.

6. PAYMENT OF WAGES:

a. All Employees shall be paid on the job prior to quitting time on a designated weekly payday, set by the Employers, providing not more than one (1) week can be withheld. When the designated weekly payday falls on any Holiday, Employees shall be paid on the day prior to that Holiday. Payment may be made by direct deposit or by U.S. mail.

b. When an employee is laid off or discharged, he shall be paid all monies due him not later than seventy-two (72) hours after his/her termination.

7. JOB ACCESS BY UNION REPRESENTATIVE:

The Business Representative or special representatives shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project. He shall not stop or interfere with work of any workman without the permission of the Contractor or his representative. However, once permission is granted, the BA/ Union representative should make every effort to make his visit as short as possible to ensure company productivity.

8. TOOLS:

a. All workmen performing work as a plasterer shall have the tools of the trade when reporting to work. This is a minimum tool list for a plasterer. (Other hand tools may be added to the list due to future technology changes).

Cross cut saw	-	hatchet	-	24" level	-	tin snips
Coping saw	-	aviation snips	-	steel square	-	joint rods 6" 10" 16"
Chalk line	-	brushes		plum bob	-	browning brush
Dividers	-	hawk	-	key whole saw	-	scratchier
Angle float	-	all type of trowels	-	paddle	-	pointing trowel
6 foot rule	-	margin trowel	-	angle trowel	-	25' measuring tape
Angle trowel	-	mitering tools	-	Darby	-	notched trowel float
Cutting knife	-	bucket trowel or		neoprene float	-	detail brushes or
Smoothing brushes		notched trowel 3/8"				
Mitering brush	-	jointing tool	-	hammers	-	5 gallon bucket
Files – square, round, rat tail corner edger		(inside & outside hand rasp)				

The Employer will be required to supply all power tools. The Employer will provide all necessary ladders and scaffolding on the jobsite as needed including safety protective equipment.

ARTICLE 10:

SEPARABILITY

If any provision of this Agreement is declared invalid, or the applicability thereof to any person, circumstances, or thing is held invalid, the validity of the remainder of this Agreement and its applicability thereof to any person, circumstances, or thing, shall not be affected thereby.

ARTICLE 11:

HEALTH & SAFETY

1. Safety and Health shall be governed by all relevant State and Federal provisions.
2. Substance Abuse Policy:
 - a. Labor and Management are committed to providing Employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of Employees and promote a productive workplace and protect the reputation of Labor and Management and the Employees.
 - b. Employees using alcohol and /or drugs illegally or in an abusive manner create an increased risk to the safety of themselves and their fellow employees and are a violation of State safety regulation. Accordingly, all Employees must be fit for duty when reporting to work for the duration of the shift.
 - c. Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution or sale on its employment sites, of drug, drug paraphernalia or alcohol. A program of drug testing, pursuant to the Substance Abuse Program, may be instituted to monitor compliance with this policy. Violation of this policy may result in discharge.
3. The Employer will address mental health as a mandatory topic during jobsite safety meetings on at least a monthly basis.

ARTICLE 12:

EMPLOYEE TERMINATION

1. No discrimination.

The Employer may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any Employee, nor shall any such Employee be discharged by reason of any Union activity not interfering with the proper performance of his work, nor because of race, creed, national origin, age or sex.
2. Reference to Gender:

All reference to Employees in this Agreement designates both male and female Employees if applicable.

ARTICLE 13:

SETTLEMENT OF DISPUTES AND GRIEVANCES

1. All employees' grievances and disputes between the Parties regarding the interpretation or performance of any of the terms or conditions of this Agreement, unless otherwise accepted, shall be submitted to this grievance procedure and arbitration in the following manner.
2. **ESTABLISHMENT OF GRIEVANCE COMMITTEE**
 - 2a. there is hereby established as Plasterers Joint Labor Management Committee (or Board) to be composed of two (2) representatives of the Union and two (2) representatives of the Contractor. At least one alternate shall be appointed by the Contractor and by the Union.

2b. Each of the Parties shall, within fifteen (15) days after execution of this Agreement, appoint its representatives and alternates, and shall immediately notify the other Parties, in writing, of these appointments, giving names, business addresses and telephone numbers of each person so appointed.

2c. The Committee shall thereafter meet within fifteen (15) working days and select its Chairman and Secretary, one of which shall be a representative of the Contractor and the other a representative of the Union.

3. HANDLING OF COMPLAINTS

3a. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union involved within forty-five (45) days after the alleged violation has occurred. All Parties pledge their immediate cooperation to reach a mutually satisfactory settlement of such disputes, complaints, or grievances, in accordance with the following procedure:

3b. If an individual employee has a grievance or complaint with respect to any condition of his employment covered by this Agreement, (except the Recognition and Dispatching Procedure contained herein) and he fails to effect a satisfactory settlement with the Contractor or the Contractor's Representative, it will be referred to the Union Representative.

3c. In the event the matter is not satisfactorily settled between the Contractor (Or his representative) and the Union Representative within two (2) working days from the time referred to the Committee, and settled in the manner set for below.

4 MEETINGS AND NOTICES:

4a. The Committee shall meet monthly, unless there is no case to be heard. Such regular meeting call is held on a specific day of the month, to be established at the first meeting of the Committee, at specific time and place designated by the Chairman. Special meetings may be called upon joint approval of the Chairman and the Secretary at a time and place designated by the Chairman. The Secretary shall notify the Committee members at least ten (10) days prior to each regular meeting of the time and place of such meeting. The Secretary shall notify the Committee members at least five (5) working days prior to each Special meeting. Notification of such Special meeting shall be first by telephone and second by a follow-up written notice including information on the Special Case to be heard.

4b. Complaints, together with five (5) copies thereof are to be filed with the Committee and be in the hands of the Secretary at least ten (10) working days prior to the regular meeting date. If a Special meeting is requested and deemed necessary by the Chairman and Secretary the complaint must be filed with the Secretary at least five (5) working days from the date of the Special meeting. It is agreed by the Parties that Special meeting shall be requested only on incidents of serious or urgent nature.

4c. Complaints shall contain at least the following basic information: name and address of the company involved; name and address of the Union involved; location of the project on which the alleged violation occurred (if appropriate); the name or names of persons involved in the complaint; date of alleged violation; the specific section of the contract of which

violation is charged; and the particulars of the incident or complaint. Complaints not containing the required information may be returned to the sender by the Secretary for further information.

4d. In accordance with the above notification time schedule, the Secretary of the Committee shall then issue; written notice of meetings to each Committee member and designated alternate; copies of each grievance to be heard at the meeting to committee members; A certified letter (return receipt requested) to each party charged with a violation of the contract, together with a copy of the compliant.

4e. The Committee shall then hear and review all grievances submitted to it, and adjudicate the same. Representatives of both parties to a grievance may attend the hearing to present their cases; other witnesses, if desired, shall also be heard. A majority decision of the Board shall be final and binding.

4f. a decision must be rendered by the Board, on matters brought before it, with in three (3) days. Within 48 hours after a decision is reached, the Secretary shall issue; a copy of the Minutes of the meeting to Committee members, alternates, Contractor and Union and other interested parties; a Certified Letter, return receipt requested) and a copy of the Minutes to each party charged with the violation of the contract of which case was heard before that particular meeting of the Board.

4g. Decisions rendered by the Committee by majority vote are final and binding upon the parties. If there is a tie vote, or if no decision is reached, the subject matter may be referred to arbitration by either party.

4h. All grievances and disputes between the Parties, regarding the interpretation or performance of any of the terms or conditions of the Agreement (except as otherwise provided for) shall be submitted to this grievance procedure and arbitration, and no Party to their Agreement shall incite any legal proceedings in any State or Federal Court without first having all remedies set forth in this grievances and arbitration procedure and/or other procedures otherwise contained herein.

4i. Should the Contractor or his agent and an individual workman be found guilty of individual negotiations which should result in the actual employment of said individual workman and to the extent that the standard wage rate and working conditions set forth in this Agreement have been lowered or lessened by any degree, said individual contractor shall be required to pay the workman the difference between proper wages pursuant to this Agreement and wages actually paid and also to contribute a like amount to a worthy charitable organization designated by the Committee, and shall be denied for the first offense, 30 days, and for the second offense, 60 days, the right to call an individual workman specifically by name. The individual workman shall be removed from said employment and will be denied the right to preferential registration in the hiring hall for a period of six (6) months.

5. ARBITRATION:

5a. In the event that the required majority vote of the Committee cannot be secured within three (3) days after hearing a dispute, upon request of any party to the grievance or dispute the committee Chairman and Secretary shall select an additional person who shall act as arbiter and all of the parties hereto agree that the decisions that come from such arbitration shall be final and binding upon them. Any such request from an interested party for selection of arbiter shall be made in writing with in (10) days after notification of the failure of the

Committee to reach such majority decision and the Committee shall comply with such request within five (5) days of the receipt.

5b. if within 24 hours after the Chairman and Secretary Attempt to choose an additional person to act as arbiter, they are unable to agree upon such person, the arbiter shall be chosen in the following manner. The Director of Federal Mediation and Conciliation Service of the United States shall immediately be requested by the Committee to submit the names of five persons qualified to act as arbitrators.

5c. When said list has been presented, the representatives of the Union and representatives of the Contractor shall each have the choice of rejecting the names of two of these five persons; the remaining or fifth one shall be elected as the arbiter within twenty-four (24) hours after submission of said list.

5d. it shall be mandatory for said arbiter to render a decision within 48 hours of hearing the case, unless an extension of time is mutually agreed to by the Parties hereto. The arbitrator's decision shall be final and binding.

ARTICLE 14:

DELINQUENCIES

Any failure of the Employer to pay wages or other remuneration as stipulated under the terms of this Agreement, or any failure to pay Apprenticeship, or Work Assessment deduction as required by this Agreement shall constitute a material breach of this Agreement, and the Union and Employees represented by the Union shall have the right to stop work for the defaulting Employer.

ARTICLE 15:

INSURANCE TAXES AND PAYROLL RECORDS

1. Insurance and Taxes

Contractor shall carry Worker's Compensation Insurance on all employees covered by this Agreement. The Contractor further agrees to pay the State Unemployment Insurance Taxes, Social Security, and Old Age Benefit Taxes, as required by law.

2. Worker's Compensation Insurance

a. Contractor being self insured or using insurance carriers other than the State Compensation Fund agrees that such other insurance carriers must be carrying on business within the State of Arizona and said carriers shall have local representation. The contractor shall make known to the Union, upon request, the names, addresses and phone numbers of said carrier.

3. Payroll Records

The Contractor further agree that each employee shall be given, with each check, a detachable statement from his employer showing the employee's name or identification number, straight time hours worked, overtime hours worked, payroll period covered, gross amount earned, social security tax, withholding tax, and other deduction itemized. The Joint Labor-Management Board shall have the Authority to request to the contractor to produce

payroll records as to any individual employee, upon prima facie showing of evidence of violation of time or wage regulation under this Agreement, including a list of employees covered under this agreement.

ARTICLE 16:

SUBCONTRACTOR CLAUSE

If an Employer bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work of any person or proprietor who is not signatory to this Agreement, the employer shall require such subcontractor to be bound by all provisions of this Agreement for the duration of this project and shall be liable for any breach of the subcontractors clause. This subcontractor clause can be relaxed by written notice from the Contractor to the Union requesting to waive this clause in the event that conditions preclude the self-performing of work for specialty industry fields.

ARTICLE 17:

NO-STRIKE NO~ LOCKOUT

A. There will be no lock-out by the contractor or strike or any cessation of work by employees for any reason whatsoever.

B. The Union and Contractor agrees that there shall be no strikes, lock-outs or interruptions of the disputed or other work on the job.

C. The Signatory Union will not recognize any picket lines established by other crafts for any type of grievance, jurisdictional dispute or contract expiration during the course of Agreement, including those between owners and Unions involving operations personnel.

D. Should "Wildcat" picketing occur, it shall be a violation of this Agreement for any employee to honor such pickets. To honor such a picket would be a violation of this Agreement and the Contractor may discipline or discharge the employees involved.

E. Should any worker participate in a strike, work stoppage, slowdown or work disruption. The Union agrees to immediately replace such workers so as to cause no disruption of work. Should the Union be unable to immediately provide workers so as to prevent any disruption of the work, the Contractor shall not be bound by the Hiring hall provisions hereof.

F. Cessation of work by employees shall not be a violation of this Agreement it is solely to protest any of the following exceptions of this Section.

G. If Contractor or subcontractor fails to abide by the Agreement as determined by the final and binding awards entered pursuant to the grievance and arbitration procedures provided for in this Agreement and up to the time of final and binding award the complaining party or parties have afforded themselves of the remedies of the grievance procedure, proved however, that the Union expressly agrees that it will not engage in any but judicial action to secure the enforcement of any award finding a violations of the Sub-Contracting provision.

H. Where an employee or employees covered by the terms of this Agreement are not paid at all or are paid by a check which is returned or is other wise invalid.

I. Where Contractor or Subcontractor is delinquent in the payment of fringe benefits in accordance with the provision of the provisions of the relevant trust documents applicable thereto; provided that no exception from the no-strike provisions of this Agreement shall be available to any Union who seeks to enforce payments of delinquent contributions from fringe benefits by economic action unless the appropriate Union has first given the delinquent Contractor or subcontractor notice of the delinquency. Notice of delinquency may be satisfied

by telephone, or mail, personally or government delivered. Telephone notice shall be followed by mail confirmation.

J. If a Contractor fails to adhere to a decision of the Safety Committee.

K. If a Contractor denies that he is bound by the Party of this Agreement and he is, as a matter of fact, signatory to the Agreement.

L. If a Contractor fails to adhere to provisions of the Hiring hall as provided for in the Recognition and Dispatching Rules contained herein.

M. As to those violations described herein above, the Union and employees involved may strike or picket the offending Contractor, where not statutorily prohibited, or it may, in its discretion or as an alternative, file grievance which shall in all respects be processed and decided in accordance with the established grievance procedure.

N. It shall not be a violation of this contract or an unfair practice, and it shall not be a cause for discharge if any workman or workmen refuses to cross a lawful primary picket line.

ADDENDUM 1

1. In no event shall the Contractors be required to pay higher rates for wages or be subject to more unfavorable working rules than those established by the Union for any other Contractor engaged in similar work in Arizona.
2. For the purpose of further providing the Contractor the flexibility that may be necessary to bid competitively for work that is covered by this Agreement, it is recognized that the wages rates and other cost items set forth in the Agreement, may in some instances, jeopardize the obtaining of work by the Contractor. In this event the Contractor upon encountering such situations, may present the matter to the Union and request pre-bid relief. The Union will give careful consideration to such request, and if such request is granted by the Union, such adjustments will, upon request, be granted to any other employer who is bidding on the same job and with whom the union is also signatory.
3. The Contractor shall not be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Unions performing such similar work in the same jurisdiction, except as provided by this Addendum.
4. Where the International Union, of which this Union is a Local affiliated too, makes an agreement with a National Contractor which is applied on a particular job, the Contractor, when on that job, shall not be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractors; however, the terms and conditions of the National Agreement shall not apply elsewhere in Arizona.

OTHER CONTRACTOR'S RATES

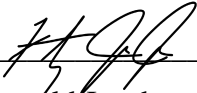
The Union may enter into special agreements which apply lower wages and other economic provisions or more favorable working conditions either for a particular job or for a particular area, as for example an Indian Reservation. Such a special agreement shall be a permissible exception to this Addendum if such wages, economic provisions and conditions are publicized in writing TEN (10) OR MORE WORKING DAYS in advance of receipt of bids or sufficiently in advance of final negotiations of the work covered to permit equal opportunity to the Contractor. This Agreement contemplates that any such special rates or conditions shall be available to all

Contractors bidding or negotiating on the work covered. Such special rates and conditions shall not apply elsewhere or on the jobs not covered in the publicized announcement. Furthermore; this CBA would be bound the applicable terms and conditions of the negotiated TERO Agreement for work performed in Indian Reservations within the Sate of Arizona

**AGREEMENT SIGNATURE SHEET BETWEEN
OPCMIA PLASTERERS' LOCAL 254 COLLECTIVE BARGAINING AND
THE ARIZONA PLASTERERS' CONFERENCE of the WESTERN WALL
& CEILING CONTRACTORS ASSOCIATION "WWCCA"**


FOR THE UNION:

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL
ASSOCIATION**

Signed: 
Name: Fitzgerald Jacobs
Title: Vice President, OPCMIA
Date: April 7, 2023

FOR THE CONTRACTOR OR ASSOCIATION:

WESTERN WALL & CEILING CONTRCTORS ASSOCIATION

Signed: 
Name: Nick Carrillo
Title: Vice President, WWCCA
Date: April 7, 2023