STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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SCOPE OF WORK PROVISIONS

FOR

PLASTERER

IN

SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES

203-X-3
203-188-2
203-224-1
203-295-1
203-337-1
203-429-1

LABOR AGREEMENT

between

California Lathing & Plastering Contractors' Association, Sacramento Chapter, Inc.

and

Operative Plasterers' and Cement Masons' Local Union No. 300

of the

Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO

Effective
July 1, 2005 - June 30, 2009

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Department of Industrial Relations
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Chief's Office

Section 5. During the 1st and 2nd six-month periods, the Employer shall pay contributions for the Apprentice for health and welfare at the full Journeyperson rate, but no other fringe benefits. During the 3rd and 4th six-month periods, the Employer shall pay contributions for the Apprentice for all fringe benefits with the exception of pension and supplemental pension. Beginning with the 3rd six-month period, the Employer shall deduct vacation and dues checkoff at the full Journeyperson rate from the net pay of the Apprentice and pay said monies along with the fringe benefits. Beginning with the 5th six-month period, the Employer shall pay contributions for the Apprentice for all fringe benefits set forth in this Agreement at the full Journeyperson rate.

Section 6. When an Employer employs three (3) or more Journeyperson Plasterers and calls the Union for an employee or employees, the Union has the exclusive right to refer an Apprentice for employment and training should there be an Apprentice registered on the out-of-work list.

ARTICLE VIII - UMBRELLA CLAUSE

All hod carrier work performed by an Employer signatory to this Agreement, or subcontracted by such Employer at the site of the construction, alteration, plastering, or repair of a building or structure, shall be performed under the terms and conditions of the current Hod Carrier/Plaster Tender Collective Bargaining Agreement with the Local Union with jurisdiction over the jobsite that is affiliated with the Northern California District Council of Laborers of the Laborers International Union of North America. This umbrella clause will remain in full force and effect as long as there is reciprocity with the Hod Carrier/Plaster Tender Agreement(s) of the Northern California District Council of Laborers.

ARTICLE IX - WORK JURISDICTION

Section 1. Plasterers covered by this Agreement shall have jurisdiction over the following work, without limitation: All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, and corner beads when stuck, mechanically fastened or attached by any means. This includes the plastering and finishing of hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, skim coating (level 5) and all other methods, nail holes and bruises on wallboard and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

Section 2. All acoustic blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the Plasterers covered by this Agreement. Also the sticking, nailing, and screwing of all composition caps and ornaments shall be the work of the Plasterers. The preparing, scratching and browning of ceilings and walls when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same shall be the work of Plasterers covered by this

Agreement. The work of the Plasterers also includes: All phases of interior and exterior insulating foam systems from the cutting and sticking of the foam board out to a finished product. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, escapsulation and all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels.

Section 3. All casting shall be done by Plasterers covered by this Agreement. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine or any other method, except a base six inches or less, is the work of Plasterers covered by this Agreement.

Section 4. All cement plastering on walls over and above a six-inch base shall be supervised and executed by Plasterers covered by this Agreement.

Section 5. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or method of application, color of materials used and regardless of the type of base these materials may be applied to.

Section 6. All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by Plasterers covered by this Agreement. All plaster castings stuck shall be the work of the plasterer. All mortar boards must be raised at least eighteen inches above the scaffold.

Section 7. The masking and covering of windows and floors with shields or any other method of covering and the removing of said covering to a clean and finished job shall be done by Plasterers covered by this Agreement.

Section 8. The Plasterers will perform all mixing and transportation of all materials from the mixing area to the work area, the setting and moving of scaffold, covering and taping of all areas to which plaster will abut, clean-up work and, in general, the tending of all the Plasterers' needs to insure a true and finished product.

Section 9. Plasterers covered by this Agreement have jurisdiction over all casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone.

Section 10. Plasterers shall perform casting as follows:

(a) Domes that do not exceed two (2) feet in diameter may be cast.

(b) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.

(c) Moldings clustered with enrichment may be cast.

(d) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.

(e) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.

(f) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.

(g) All small spandrels or panels under two feet, small caps and other similar work may be cast.

(h) All caps not exceeding two feet in diameter may be cast.

(i) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.

(j) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

Section 11. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

Section 12. The Employers and the Union agree to be bound by all of the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the "Plan").

ARTICLE X - WORK PRESERVATION

Section 1.

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and all work covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type 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, or any of its officers, directors, owners, partners or stockholders, exercises either directly or indirectly, such as through family members, any significant degree of ownership, management or control, that other business entity will be bound to this Agreement and will pay its employees wages and fringes in an aggregate amount equal to that required under this Agreement.