

WORKING AGREEMENT

BETWEEN

INDEPENDENT CONTRACTORS AND CONTRACTOR ASSOCIATIONS

AND

**CEMENT MASONS INTERNATIONAL O.P.& C.M.I.A.
LOCAL UNION #692 - AREA #83**

This Agreement made this 1st day of April 2012, by and between the Independent Contractors and Contractors Associations, acting as negotiating agent for and on behalf of certain firms, hereinafter in this Agreement designated as the “Employer” and Cement Masons International O.P.& C.M.I.A. Local Union #692 - Area #83, Muncie, Indiana. Hereinafter in this Agreement designated as the “Union” being duly constituted, authorized and recognized bargaining representative for and on behalf of the Cement Masons employees of the Employer.

This Agreement shall be in effect within the jurisdiction of Madison, Henry, Tipton, Rush, Hamilton, Wabash, Grant, Blackford, Jay, Delaware, Randolph, Franklin, Fayette, Union, Decatur, Wayne and parts of Hancock Counties.

PURPOSE

The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement, provide for the peaceful and expeditious settlement of all labor disputes without strikes or lockouts, establish and maintain harmonious relations between the parties to this Agreement, and secure optimum productivity from all employees whom this Agreement covers in exchange for the payment to them of a fair and reasonable level of compensation.

RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set forth in this agreement pursuant to Section 9(a) of the Labor- Management Relations Act. This majority status has been established by the unions’ unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the Unions majority 9(a) status based on the Union having shown or having offered to show an evidentiary basis of the Unions majority

support. Section 9(a) status may have also resulted based on a National Relations Board certification that the Union is a majority representative of the bargaining unit covered by this agreement.

DURATION AND AMENDMENT

(1) This Agreement shall become effective on April 1, 2012, and shall remain in full force and effect through March 31, 2017.

(2) Any party has the right to terminate or amend this Agreement by giving notice to the other party at least sixty (60) days but no more than ninety (90) days in advance of the expiration of the Agreement.

(3) Failure to give notice of a desire to terminate or amend this agreement prior to the sixty (60) days but not more than ninety (90) days, shall cause this agreement to be renewed automatically for a period of twelve (12) months and from year to year thereafter until such timely notice is given.

SCOPE OF AGREEMENT

This Agreement shall apply only to work recognized as field construction work, and shall be limited to building, commercial, and industrial projects of all signatory Employers located within the following counties in the State of Indiana; Madison, Henry, Tipton, Rush, Hamilton, Wabash, Grant, Blackford, Jay, Delaware, Randolph, Franklin, Fayette, Union, Decatur, Wayne and Hancock Counties as shown on map. This Agreement represents a complete understanding of the parties. Any amendments to this Agreement shall be reduced to writing and signed by the parties hereto, or it shall be of no force and effect.

ARTICLE I **PRE - JOB CONFERENCE**

There will be a pre-job conference on all projects covering multiple trades prior to the commencement of work, unless waived by all parties involved.

ARTICLE II **DEFINITION OF WORK DAY AND WORK WEEK**

Flexible starting time between 6:00 A.M. and 9:00 A.M. if the whole job starts at the same time, with approval of the Business Agent.

It is understood that after mutual agreement between the Contractor and the Union that a workweek may consist of four, ten (10) hour days. The starting time and quitting time will be

mutually agreed to between the Contractor and the Union. A thirty (30) minute lunch break will be taken at the mid point of the ten (10) hour shift no later than the fifth (5th) hour. Any cement mason working through lunch break will be paid at the appropriate overtime rate.

Forty (40) hours within **five** (5) days Monday through Friday inclusive, shall constitute a work week. Saturday will be a make-up day only because of inclement weather. The Union agrees that the Employer may require Saturday work at straight time only under the following condition:

(1) Employees must have worked for the Employer two (2) days in the current pay period. Saturday work is the sole option of the employee. No discrimination or pressure of any kind will be used to persuade the employee to work on Saturday if it is not the employee's desire.

Nothing in this Article shall be construed as a guarantee that any employee shall receive eight (8) or ten (10) hours of work per day or forty (40) hours of work per week.

ARTICLE III **OVERTIME**

All hours worked in excess of the standard work day and Saturday shall be paid at the rate of time and one half (1 1/2). Sundays and holidays shall be paid at double (2x's) the straight time rate of pay.

ARTICLE IV **HOLIDAYS**

Holidays mentioned in this Agreement shall be New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day except in an emergency where life and property is in danger. There shall be no pyramiding of overtime pay. Fringe benefits shall be paid at the base rate only.

ARTICLE V **MULTIPLE SHIFTS**

The contractor shall have the right to establish multiple shifts for any job, provided, however, three (3) days prior notice of a change to or from multiple shifts must be given by the Contractor to the applicable Unions. When two (2) or three (3) consecutive shifts are scheduled, the first ("day") shift shall consist of eight (8) consecutive hours of work plus a 30 minute non-paid meal period; the second shift shall consist of seven and one-half (7 1/2) consecutive hours of work plus a 30 minute non-paid **meal** period; and the third shift will consist of seven (7) consecutive hours of work plus a 30 minute non-paid meal period. Employees shall receive eight

(8) hours pay at each employee's straight time hourly rate if the entire shift is worked. In the event an employee works less than a full shift, he will only be paid for hours actually worked at the regular straight time rate.

When a ten-hour per day, four-day workweek is being utilized and two shifts are scheduled, the first shift or day shift will consist of ten (10) hours of work and the second shift shall consist of nine and one-half (9 1/2) hours of work. Each shift shall have a 30 minute unpaid meal period and employees shall receive 10 hours of pay at each employee's straight time hourly rate if the entire shift is worked. For the purpose of computing overtime pay, each full shift shall be considered 10 hours of work. In the event an employee decides to work less than a full shift, he shall be paid only for hours actually worked at the regular straight time rate. If a four ten hour per day workweek is requested by the employer, it must be mutually agreed to by the Union and the employer.

ARTICLE VI **REPORTING TIME**

The Employer shall not be obligated to pay any workman appearing for work if failure to work is due to inclement weather, or a work stoppage by another trade. Otherwise, two (2) hours pay shall be allowed for two (2) hours time for reporting to work provided he remains on the job. When a Cement Mason works more than four (4) hours and not to exceed eight (8) hours, he shall be paid for eight (8) hours. The Cement Mason must remain on the job and perform any work under the Cement Masons jurisdiction as per the contractor's orders to receive the eight (8) hours pay.

(1) Premium Pay - There will be no premium pay or travel pay required for any work on the Project under the terms of this Agreement.

(2) Break Period - There shall be no rest period, "breaks", or other non-working time during working hours.

(3) Starting and Quitting Time - Starting time shall commence and quitting time shall end at a location designated by the Contractor. Employees shall be at their place of work at starting time and shall remain at their place of work until the Contractor's established quitting time. The Contractor shall determine the place of work. Cement Masons starting time will be the same as other crafts on the same job.

ARTICLE VII **STEWARDS**

The Union shall select a job steward from among the employees on all jobs covered by the collective bargaining agreement. It shall be the steward's duty to report any violation of the terms of the collective bargaining agreement to the Union and he shall not be discriminated against for performance of such duties.

ARTICLE VIII
GENERAL WORKING CONDITIONS

Section 1. The selection of craft foreman and/or general foreman and number of foreman required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foreman and/or general foreman the Employer will give primary consideration to the qualified cement masons available. All foremen shall take orders from the designated working foreman at the request of the Employer. A foreman shall be appointed when two (2) or more cement masons are on the job.

Section 2. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment.

Section 3. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of man power other than as may be required by safety regulation. Workers shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of their employer' until quitting time.

Section 4. The parties reaffirm their policy of a fair days work for a fair day's wage.

Section 5. The Employer in requesting cement masons from Local #692 - Area #83 must make such request twenty-four (24) hours in advance of the time cement masons are to report for work.

Section 6. Practices not a part of the terms and conditions of this Agreement will not be recognized.

Section 7. In the interest of providing an opportunity of employment for all qualified journeyman, cement masons, and cement mason apprentices while, at the same time, securing a fair distribution of employment for those cement masons who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, fifty percent (50%) of the cement masons employed by the contractor, plus the odd man if any, shall have been residents of the area covered by this Agreement the six months (6) preceding employment. The remaining fifty percent (50%) of the work force may be resident of the area or non-residents, at the discretion of the contractor.

Section 8. Local #692 - Area #83 prohibits discrimination in employment because of race, sex, creed, color, or national origin.

Section 9. **During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or by any Employee. Failure of the Union or Employees to cross any picket line at the Employer's project site is a violation of this Article. The Union**

shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activity which violates this Article. Any Employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, subject to the grievance procedure. The Union and its principal officers will immediately instruct order and use its best efforts to cause its members to cease any violation of this Article. If either party initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article, the other party may pursue all legal and administrative remedies and any damages available thereto related to the violation of this Article.

Section 10. Employers shall establish such reasonable project rules as the Employer deems appropriate. These rules shall be reviewed at pre-job conference and posted at the project site by the Employer, and may be amended thereafter as mutually agreed upon,

Section 11. Employers shall provide drinking water and toilet facilities.

Section 12. **The Union will indemnify and hold harmless the Employers from any and all liability that may be incurred by the Employers for actions taken or not taken in reliance upon, or in complying with, the Union Security and Dues Check-Off provisions.**

Section 13. Cement Masons will refrain from cell phone and all radio use on the job unless the EMPLOYER has agreed upon emergency use.

ARTICLE IX

GRIEVANCE/ARBITRATION

It is agreed that in the event of any dispute arising out of the interpretation or application of this Agreement, excluding questions or jurisdiction of work, the same shall be settled by means of the procedure set out herein. No grievances shall be recognized unless brought to the Employer's attention within five (5) days after the alleged violation was committed. Grievances shall be settled in accordance with the following procedures.

Step 1. The dispute shall be referred to the steward or his designated representative, who shall discuss the grievance with the Employer's representative at the job site.

Step 2. In the event the steward and employer representative at the construction site cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Union's business manager and the labor relations representative of the Employer or their designees.

Step 3. If the grievance is not resolved within ten (10) calendar days after completion of step two, the Union may refer the Agreements to arbitration by written notice to the Employer given within five (5) working days thereafter.

Step 4. The parties agree to select three individuals who shall constitute an agreed upon permanent panel of arbitrators for the resolution of all unresolved grievances. The parties shall alternately strike one (1) name from this permanent panel until one (1) name remains, which shall be designated as arbitrator. The arbitrator selected shall provide a hearing date within thirty (30) days of notification of his appointment. The arbitrator's authority shall be limited to interpreting the Agreement, shall have no authority to add to, subtract from, or modify any terms of the Agreement. The arbitrator's decision shall be issued not more than thirty (30) days from the hearings. The decision of the arbitrator shall be final and binding upon the Employer, Union and the grievor(s) . The arbitrator's fees and expenses shall be borne by the losing party. Any of the time limits shall be deemed settled and resolved on the basis of the action in the preceding step.

ARTICLE X **SAFETY**

The Employer agrees to provide safe working conditions and practices as set forth in current safety standards for the Construction Industry.

No employee may remove, damage, carry off, or render inoperative any safety device or safeguard furnished or provided for use in any employment, or interferes with the use by any other person. Each employee shall comply with the Occupational Health and Safety Standards promulgated under IOSHA Law (IC.22-8-1.1). Employees shall comply with posted safety policies established by the company.

Employees are required to report to the supervisor all unsafe conditions or defective equipment of which the employee is aware, additionally, all injuries and accidents are promptly reported to supervision.

Failure to comply with the safety provision as outlined in this Article shall be cause for immediate discharge. Furthermore, it is agreed and understood that the employee shall retain the right to refuse work under conditions considered to be hazardous or unsafe.

The Employer and the Union agree to the Substance Abuse Program and as previously agreed to by the Top Notch committee (**now IUCRCSAT**) and Union of the Central Indiana Building Trades Council in June of 2003. Furthermore, all parties agree to establish a jointly administered Employee Assistance Program (EAP) for members of the Union working under applicable collective bargaining agreements, and the legal spouses of such members, who have substance abuse related problems. This EAP program will be jointly developed with appropriate bylaws, trustee and administrative requirements in compliance with the Taft-Hartley Act, and will be funded by a contribution of seven cents (\$.07) per hour worked from signatory employers, it being understood that this contribution may be increased to a total of ten (\$.10) per hour worked during the life of the applicable collective bargaining agreement. **The Union agrees to supply to the Contractor only those employees designated as "available" on the IUCRCSAT drug testing list.**

ARTICLE XI

NON DISCRIMINATION/AFFIRMATIVE ACTION

The parties to this Agreement agree to comply with all applicable laws, rules and regulations prohibiting discrimination on account of age, race, gender, religion, national origin, or physical or mental disability. The parties further agree to comply with all applicable laws, rules, and regulations concerning affirmative action in employment.

ARTICLE XII **SAVINGS CLAUSE**

Section 1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place instead an Article or provision which will meet the objections to its validity and which will be in accordance with the intent and purpose of the Article or provision in question. If any Article is unenforceable by operation of law or by any of the above mentioned tribunals or competent jurisdiction, the remainder of this Agreement or the application of such Article or provisions to persons or circumstances other than those, which it has been held, invalid, inoperative or unenforceable shall not be affected thereby.

Section 2. It is stipulated and agreed by and between the parties of this Agreement that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association) in approving this Agreement as to form and substance, the International Association its officers and agents, shall not in any manner thereby become a party to this Agreement nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this Agreement in any manner whatsoever. It is further stipulated and agreed that the approval by the International Association as to form and substance, is only for the purpose of indicating that the International Association certifies that the said Agreement is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and no other.

ARTICLE XIII **SPECIAL PROVISIONS**

Cement Masons shall do all work coming under the cement mason's trade jurisdiction.

The President or Business Representative, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the contractor, steward or men at work, but shall in no way hinder the progress of the work.

Any tools such as respirators, goggles, edgers, special base tools, long handled floats, brushes, brooms, straight edges, rubbing stones, belts or any other tools not ordinarily carried by the employee shall be furnished by the Employer. When employee is requested to work in rain, it is agreed that all rain gear will be furnished by the employer

Pay day shall be on Friday of each week. Employees laid off at any time shall be paid on the job. Employees who are laid off or discharged shall have ten minutes to pack their tools. However, when an employee quits of his own accord he shall be paid at regular pay day.

ARTICLE XIV
WAGE RATES

Journeyman Cement Mason scale of wages shall be as follows for the period of April 1, 2012 through March 31, 2013:

	<u>04-01-12</u>
Journeyman Base Rate	\$ 24.94
Foreman	26.19
Health & Welfare	5.75
Pension	5.25
Apprenticeship	0.40
Contractors Fund	0.05
IUCRCSAT	0.07
Vacation (Deduct)	2.00
International Dues (Deduct)	0.36
Working Dues (Deduct)	1.64
Total Package	\$ 36.41

Effective April 1, 2013 there will be a **fifty-five cent (\$0.55)** increase to be disbursed as voted by the membership.

Effective April 1, 2014 there will be a **fifty-five cent (\$0.55)** increase to be disbursed as voted by the membership.

Effective April 1, 2015 there will be a **fifty-five cent (\$0.55)** increase to be disbursed as voted by the membership.

Effective April 1, 2016 there will be a **fifty-five cent (\$0.55)** increase to be disbursed as voted by the membership.

Local #692 - Area #83 reserves the right to divert any of the aforementioned monies to fringe benefits upon thirty (30) days' notice to the Contractors.

(*) The Contractors Fund is for participating Employers only and is not to be considered as part of the total wage package as stated in Article XVI, Paragraph 5.

Cement Mason Foreman shall receive five percent cent (5%) per hour above journeyman scale.

One check must be made payable to the Indiana State Health & Welfare and Pension Fund, and mailed to Morris Associates at P.O. Box 50440, Indianapolis, Indiana 46250 for all deductions and fringe benefit contributions (Health & Welfare, Pension, Apprentice, Industry Fund, **IUCRCSAT**, and Working Assessment).

ARTICLE XV **APPRENTICESHIP**

Section 1. Apprenticeship and Training Program. The Apprenticeship and Training Program is an organized, written plan embodying the terms and conditions of employment and training, and supervision of one or more apprentices, designated as Apprenticeship Standards for Cement Masons Local #692 - Area #83.

There will be a State Joint Apprenticeship Committee consisting of the “Board of Trustees” of the Agreement and Declaration of Trust.

There shall be an Area Joint Apprenticeship and Training Committee, with equal representation from the Employers and the Union, and this Committee shall administer the Apprenticeship and Training programs for this Area. The “duties of the Joint Apprenticeship Committee” is written in the Apprenticeship Standards. The Area Joint Apprenticeship Committee shall have full power to act on matters pertaining to the transferring of Apprentice(s) from one job to another in order to provide diversity of training and work opportunities.

One (1) Apprentice shall be allowed each Employer for the first journeyman Cement Mason working on the job and (1) additional Apprentice to each three (3) additional journeymen Cement Masons working on the job. The ratio may be wavered by the local joint Apprenticeship Committee for a temporary period of time if the need arises. The State Apprenticeship Coordinator shall be notified as to the wavered ratio and the period of time is to be in effect.

All Apprentices must attend all schooling and/or off the job training required by the relevant Area Joint Apprenticeship & Training Committee.

On any job where there are two (2) or more journeymen working, Local Area #83 reserves the right to place one (1) Apprentice on such a job, **with Employer approval.**

The Apprenticeship Standards may be registered with the Bureau of Apprenticeship and Training, Employment Training Administration, U.S. Department of Labor.

Section 2. Apprenticeship Wages

1st Period	- 0000 to	0800 Hours	- 60%	of Journeyman Rate
2nd Period	- 0801 to	1600 Hours	- 70%	of Journeyman Rate
3rd Period	- 1601 to	2400 Hours	- 75%	of Journeyman Rate
4th Period	- 2401 to	3200 Hours	- 80%	of Journeyman Rate
5th Period	- 3201 to	4000 Hours	- 85%	of Journeyman Rate
6th Period	- 4001 to	4800 Hours	- 90%	of Journeyman Rate
7th Period	- 4801 to	5600 Hours	- 95%	of Journeyman Rate

When classes are in session, the Apprentice(s) must satisfactorily complete related technical training prior to receiving period wage increases. Classes will be held from September through May each school year for a minimum of 144 hours per year; for three years, totaling a minimum of 432 hours over the term of the Apprenticeship.

Section 3. Apprenticeship and Training Trust Fund. The parties' signatory hereto agrees to participate and be a party to the "AGREEMENT AND DECLARATION OF TRUST - OP & CMIA LOCAL UNION #692 CEMENT MASON APPRENTICE TRAINING AND JOURNEYMAN RETRAINING EDUCATION FUN.D. Each signatory party will receive a copy of the AGREEMENT AND DECLARATION OF TRUST. The AGREEMENT AND DECLARATION OF TRUST and the Fund are created, established and maintained, for the purpose of providing such benefits as now are, or hereafter may be, authorized and permitted by law for Participants and in accordance with its provisions written within and in the Apprenticeship Program, Journeyman Upgrading Training Program and in the Funds other rules and regulations authorized and/or created within the AGREEMENT AND DECLARATION OF TRUST. It is understood, however, that the Journeyman Upgrading and Training Program will be created and maintained at the discretion of the Trustees of the Fund, as opposed to the Apprenticeship Training Program whose existence is mandated by this Trust Agreement.

All Employers subject to the terms of this Agreement shall contribute the amount of monies specified as the Apprenticeship Fund under ARTICLE XIV WAGES - Apprentice. The contribution shall be made in a manner prescribed by the Board of Trustees of the AGREEMENT AND DECLARATION OF TRUST, but shall be reported on the same form as is used in reporting other fringe benefit contributions and the Employers may be privileged to make contributions to separate funds in a single payment by a bank check.

Should the APPRENTICE PROGRAM, for any reason, be abandoned at the State level, the contributions called for herein shall be disbursed in a manner set forth in the most current Trust Document.

ARTICLE XVI
CONSTRUCTION ADVANCEMENT PROGRAM OF CENTRAL INDIANA, INC.

It is understood that the Associated General Contractors of Indiana, an Indiana corporation not-for-profit, has established the Construction Advancement Program of Central Indiana, (hereinafter, Program) . The purpose of such program to be generally promote and improve the

construction industry, including, without limiting the generality of the foregoing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and specifications, development of relations with others (including the public, architects, suppliers, and labor), collection and distribution of information useful and beneficial to the construction or contracting industry, and otherwise promote and advance the interest and common good of the construction contracting industry in the state. It is understood that each Employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations such as Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute five cents (.05) per clock hours for each of his foreman, Journeyman and Apprentices covered by this Agreement.

Each Employer shall pay the contribution to the Program on or before the 15th day of each month on account of hours, which it compensates, such employees during the preceding calendar month.

It is expressly understood and agreed that no employee, Employer or Union shall have any vested or proprietary interest in or right to any sum constituting a part of said Program.

The Construction Advancement Program of Central Indiana is for participating Employers and is not to be considered as part of the total wage package.

The first cement mason employed on any and all jobs in the territorial jurisdiction of Local #692 - Area #83 shall be a member of Local #692 - Area #83.

The Employer agrees to recognize the Trade Jurisdiction of the Union that has been established by agreements with other crafts, awards contained in the green book, or as a result of decisions by the National Joint Board for the settlement of jurisdictional disputes.

It is stipulated and agreed that the wage scale and benefits mentioned in this agreement is now in effect and being paid by all parties signatory to this agreement.

ARTICLE XVII **BENEFITS**

Section 1. Health and Welfare Fund. The employer agrees to contribute the amount set forth under Article XIV - Wage Rates for each hour worked into the Indiana State Plasterers and Cement Masons Health & Welfare Fund.

(A) If a National Health Care System becomes mandated to employers and participants of the Union Health & Welfare Fund in some way causing the plan to become obsolete or unlawful, the parties of this Agreement will negotiate how the contributions referenced in Article XIV will be redistributed within the Agreement or elsewhere.

Section 2. Pension Fund. The employer agrees to contribute the amount set forth under Article XIV - Wage Rate's for each hour worked into the Indiana State Plasterers and Cement Masons Pension Fund.

(A) Said Funds shall be administered as provided in Section #302 of the Taft Hartley Act, as amended, to wit; an equal number of trustees shall be appointed by the joint action of both parties hereto.

(B) The said fund shall be maintained' only for the purpose of purchasing any and all of the following benefits for and on behalf of said employees.

- (1) Group Term Life Insurance
- (2) Disability Benefits
- (3) Hospital Surgical and Medical Care
- (4) Pension

(C) Any Employer or Contractor who becomes a party to this Collective Bargaining Agreement may be required to post a surety bond to guarantee or indemnify the Local Union for payment of wages or contributions to fringe benefit funds as provided by this collective bargaining agreement. The amount of surety bond to be set in such sum as may be commensurate .with number of employees hired by each contractor. Said bond shall be returned to Contractor after job or jobs are completed, providing, however, any monies are owed to employees or Union; said monies to be deducted and any excess money returned to Contractor. The minimum of Bond is Twenty-Five thousand (\$25,000.00) to be paid fifteen (15) days after a signed agreement.

ARTICLE XVIII

Should any provision of this agreement be contrary to, or in violation of, any applicable existing or future law, then such provisions of this agreement shall be void and of no force and effect, and shall not be binding upon the parties thereto. It is the intention of the parties to fully preserve the full force and effect of all provisions of the agreement not contrary to the law.

ARTICLE XIX MANAGEMENT RIGHTS

The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the NLRA. It is agreed that the Employers may at times request their employees to have certain skills. The Union will make available such training in as timely a manner as possible.

ARTICLE XX
MARKET RECOVERY PROGRAM CONSTRUCTION INDUSTRY
PROGRESS COUNCIL OF CENTRAL INDIANA

The parties to this Agreement agree to participate in the market recovery program. The program is a not-for-profit corporation and is governed by a Board of Directors consisting of equal number representing Unions and Employers who agree to participate. Employers further agree to fund the Program through contributions. It is understood that the rate of contributions may be set by the Board of Directors at any amount from zero to ten cents (\$.10) per hour worked by participating members of the Union. It is further understood that while the amount of such contributions shall be calculated in determining the total wage/fringe package under the Agreement, the rate of such contributions shall neither increase nor decrease hourly wage rates of employees while working under the Agreement.

Details of the program are contained in the Articles of Incorporation and By-Laws, which are made a part of that Council by reference. The market recovery program is not a traditional industry or promotion fund; payments are to be construed as part of the wage package.

ARTICLE XXI
WORK DESCRIPTION

The cement masons work shall consist of the following; All concrete construction including Foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, street and roads, paving alleys and roofs of mass or reinforced concrete slabs and flat surfaces of cement. The operation and control of all types of Vacuum Mats used in drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines shall be that of the Cement Mason. The finishing or washing of all concrete construction, using any color pigment when mixed with cement, in any form, mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any other purpose they may be used for in connection with the Cement Masons trade; The rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers, and running all cement and plastic material with 6" base or less shall be the work of the Cement Mason. All preparatory work base or less shall be the work of the Cement Mason. All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone, of all concrete construction, the setting of all strips, screeds, stakes and grades and curb forms and any bulkhead that is a single board, shall be set, braced or staked by the cement mason. The pointing and patching and caulking around steel and metal window frames hat touch concrete, caulking and sealing of all expansion joints, saw-cuts or hand tooled joints. The operation of all gas or electrical powered concrete saws when used for cutting a definite line where new concrete must be joined to old concrete. Also when used for the purpose of cutting joints or expansion joints in floors, sidewalks, driveways, roads, streets and alleys or

for any decorative purposes. The setting of all expansion joint materials, also the nailing, when used for the purpose of grading concrete when taking the place of a screed. The operation of triple troweling machines and vibrating screeds. The laying and finishing of gypsum roof. The spreading and finishing of latex materials when used for patching or leveling floors. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressors, tanks, leveling plates, and so forth,' that is set on concrete foundations. All prefabricated and pre-stressed concrete construction on the job site and in the shop, including the supervisions of same such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of the same. The straight edging and finishing of all foundations and walls when poured to a definite grade, including pervious concrete.

The curing of finished concrete, whenever necessary, whether chemical compounds or otherwise, shall be part of the jurisdiction of the cement mason. Also the hardening of all concrete where chemicals are used. All epoxy glass fiber fabric wrapping of concrete after standard prep work has been completed. Stamping, staining, stenciling, acid etching, coloring, dusting, washing (for the finishing process only), and release agents applied to concrete, concrete coatings and toppings and all work pertaining to polishing all types of concrete and, all work tasks for which it has been given jurisdiction as determined by the last prior decision or agreements, if any, as approved by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan") or approved by the National Building and Construction Trades Department of the A.F.L.- C.I.O.

The spreading, screeding, darbying and trowel finishing of all types of magnet oxychloride cement composition floors shall be the work of the magnesite composition cement mason; including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machined grinding; the preparation of all sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and cove base. The purposes and intent of the six inch base law shall not be defeated. All magnesite composition installation work of the O.P.& C.M.I.A. shall be done under the supervision of a competent qualified magnesite composition cement mason, this does not include any work done in and by the usual method of plastering or shop crafts.

Cement masons claim waterproofing of all work included in their jurisdiction such as Ironite, Hydrocide or Mastic, and any similar products, regardless of the tools used or the method of application, or color of material used, and regardless of the type of base materials may be applied to. The placing and bedding of all perforated metal tile in concrete or grout.

ARTICLE XXII **WORKING DUES CHECK-OFF**

Upon receipt of a check off authorization executed by an employee covered by this agreement, the employer agrees to deduct from the employee's wages five and one-half percent (5.5%) of journeyman's base rate of pay per hour for each hour worked by the employee (4.5%

Local Work Dues & 1% Intl Work Dues). The dues deduction shall be remitted to the appropriate check-off fund, which is the Indiana State Plasterers and Cement Masons Health and Welfare Fund, acting as collecting agency for Local #692 – Area #83.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written:

INDEPENDENT CONTRACTORS AND
ASSOCIATION / BARGAINING UNIT

O.P.C.M.I.A. LOCAL 692
AREA 83 CEMENT MASONS
