

**AGREEMENT BETWEEN
SOUTHERN BRANCH OF ASSOCIATED GENERAL CONTRACTORS OF
INDIANA**

AND

**OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL
ASSOCIATION
LOCAL UNION #692 - AREA #821
SEYMOUR, INDIANA**

THIS AGREEMENT made and entered into this thirteenth day of March 2012 by and between the SOUTHERN BRANCH OF ASSOCIATED GENERAL CONTRACTORS OF INDIANA hereafter called CONTRACTOR and Local Union #692 - Area #821 of the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION hereafter called UNION, whose jurisdiction includes the counties of Bartholomew, Brown, Clark, Dearborn, Floyd, Jackson, Jefferson, Jennings, Lawrence, Ohio, Orange, Ripley, Scott, Shelby, Switzerland, and Washington county all in the State of Indiana.

**ARTICLE I
PURPOSE**

Section 1. THIS AGREEMENT is made and entered into by and between the parties specified above and established, by mutual consent, specific rules and regulations to cover the employment wage scales and working conditions of all Cement Masons and apprentices working under the jurisdiction of Local Union #692 - Area #821 of the Operative Plasterers and Cement Masons of Seymour, Indiana, for the purpose of preventing strikes and lockouts, and in facilitating a peaceful adjustment of all grievances and disputes which may arise from time to time between plasterers and cement masons and employers or contractors in the building and construction industry.

**ARTICLE II
RECOGNITION OF UNION**

Section 1. The above CONTRACTOR recognizes the Union as the sole and exclusive Section 9(a) of the NLRA, bargaining representative of the Cement Masons located and working in the jurisdictional area of Local Union #692 – Area #821 for the purpose of collective bargaining in respect of hours, wages and other conditions of

employment. It is recognized that in order to economically and efficiently server the building industry, it is important to have experienced workmen. The parties hereto recognize that the UNION is a source of such experienced manpower and agree to use it as a source of cement masons whenever such skills are needed in connection with current construction, subject to existing law.

Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE III SCOPE OF WORK ASSIGNMENT

Section 1. All Concrete construction, including foremanship of the same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets, and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and flat surfaces of cement, including pervious concrete and all concrete polishing systems. The operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines, the operation of laser screeds and all vibrating screeds shall be the work of the Cement Mason. The finishing or washing of all concrete construction, using any color pigment when mixed with cement, in any other 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 Cement Mason's Trade. The rodding, spreading, and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers, running all cement, and plastic material 6" 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 of nails, wires, wall ties, etc., patching, brushing, chipping, bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, the setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2 by 4's, or other plain pieces of materials, when held in place by stakes and or spreaders shall be done by Cement Masons. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by. Cement Mason, providing same is used as a screed. The pointing and patching and caulking around all steel or metal window fames that touch concrete. Operating 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 or nailing of all expansion joint materials when used for the purpose of grading concrete when taking place of a screed.

The laying and finishing of gypsum material roof. The spreading and finishing of latex materials when used for patching or leveling floors. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, leveling plates, etc., that is set on concrete foundations. All prefabricated and pre-stressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same. The straight edging and, or finishing of all foundations and walls when poured to a definite grade.

The preparation on any surface to receive epoxy coatings, such as, sandblasting, scarfing, acid etching, bush hammering, or any other method, shall be the work of the Cement Mason, also the application of epoxy coatings by trowel or roller shall be the work of the Cement Mason.

The curing of finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason. The hardening of all concrete where chemicals are used.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, magnesite composition floors shall be the work of the cement mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation of all sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and cove base. The purpose and intent of the six inch base law will not be defeated. All magnesite composition installation work of the OPC.MIA shall be done under the supervision of a competent and qualified magnesite composition cement mason.

Members of the bargaining unit shall perform all work pertaining to the caulking and sealing of all expansion joints, saw-cuts or hand tooled joints of all concrete construction, regardless of the material, process, or tools used to perform the work. All work pertaining to the curing of all concrete and cement grouts, whether by chemical compounds, epoxies, all epoxy glass fiber fabric wrapping of concrete after standard prep work has been completed, or otherwise, shall be part of the jurisdiction of the Cement Masons. Also, members of the bargaining unit shall perform all work pertaining to the stamping, stenciling, staining, acid-etching, coloring, dusting, finishing, washing, curing, and release agents for all concrete coatings and toppings.

The above does not include any work done in and by the usual method of plastering or shop crafts.

Cement Masons claim the waterproofing of all work included in the jurisdiction such as ironite, hydrocide or mastic any similar products, regardless of the tools used or the method of application, or color of materials used and regardless of the type of base these materials may be applied to. The placing and bedding of all perforated metal tile in concrete or grout.

Section 2. THE CONTRACTOR does not waive any of his rights by permitting him inclusion of the jurisdiction of work in this contract. Both the UNION and the CONTRACTOR shall respect existing International Jurisdictional Agreements unless changed or modified by mutually recognized higher authority.

ARTICLE IV UNION SECURITY

Section 1. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees who are members of the Union on the effective date of this agreement shall continue their membership in the Union for the duration of this agreement to the extent of paying an initiation fee and membership in the Union. All Employees who are not members of the Union on the eighth (8th) day following the beginning of their employment, or, on the eighth (8th) day following the effective date of this agreement, whichever is the latter, shall become a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this agreement.

Section 2. The Union shall notify the Employer in writing of any default on the part of an employee to pay his/her Initiation Fee, and/or applicable dues, and within twenty-four (24) hours (Saturday, Sunday, Holidays excluded) from the receipt of such written notice, the employer shall discharge employee.

ARTICLE V DISCRIMINATION

Section 1. The Contractor will be non discriminate in hiring of employees and will conform to laws with respect to hiring. It is understood that the Contractor shall have the right to reject any employee referred for hire. It is a condition of this Agreement agreed to by both the Union and the Contractor, to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment because of race, creed, color, gender, physically disability, or national origin. There shall be full compliance with all applicable Federal and State Statutes, regulations, rules and orders of appropriate Federal and State agencies having jurisdiction over the subject matter of discrimination in employment. The Union and the Employer shall fully comply with all requirements contained in the executive Orders No. 11246 or most current

updated order, and will comply with all rulings promulgated by the committee on Equal Opportunity, established there under. The Union agrees to furnish the Employer at his request any statement or data required by either Executive Order.

ARTICLE VI GENERAL WORKING CONDITIONS

Section 1. Any firm or Contractor working in the jurisdiction of Local Union #692 - Area #821 must employ at least 50 percent of his labor from Local Union #692 - Area #821 (if skilled members are available). The Contractor shall call the Business Agent at least 36 hours in advance when wanting men on the job.

Section 2. Each Contractor shall provide: ice water when necessary, proper toilet facilities, a shelter for employees to protect them from inclement weather, and a tool house equipped with a lock for the storage of tools. The employer shall also furnish: straight edges, bull floats, stones, brushes, bucket, and darbies.

Section 3. The regular working days shall consist of eight (8) hours to be worked between the hours of 7:00 am and 5:00 pm and the regular working week shall consist of five (5) consecutive days beginning Monday 7:00 am and ending Friday at the close of regular work day. Starting time may be varied within two hours before regular start time upon mutual consent between the Contractor and the Union.

Section 4. Time and one-half shall be paid for the first two hours of overtime, which shall include work done before agreed starting time and after eight hours work at the regular rate and the first eight hours on Saturday, and lunch hour shall be at the rate on one and one-half time. Double time shall be paid for all other overtime to include work done on Sunday's and the following Holiday's or days observed as such: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and New Year's Day.

Section 5. A definite starting time shall be established on each project and said starting time shall prevail until the project is completed. Once starting time is established, it can be changed only by consent of both parties to THIS AGREEMENT. It is further understood that any work performed before the regular starting time and after the regular quitting time shall also be considered as overtime and shall be paid at the rate of overtime.

Section 6. Whenever the Contractor uses color or a hardening agent in concrete that is to be finished by Cement finisher, then the Contractor shall consult with the Business Agent to determine the need of using additional Cement Finishers for the finishing of said work at least forty-eight (48) hours in advance of such work.

Section 7. HIGH TIME/SAFETY CLAUSE: It is mutually agreed when Cement Masons in towers or scaffolds or at any height that is deemed hazardous, all safety regulations and remedies approved by OSHA shall be used, and all OSHA rules shall be adhered to and strictly enforced. Employees shall not be required to assume undue risk on work in hazardous places not contemplated under OSHA and the Steward on the job shall notify the Foreman of any condition deemed unsafe. In the event the Foreman fails to take proper steps to safeguard the Employees employed thereon, the Steward shall have the power to order the Employees to cease work on that particular phase of the work on which the question of hazard has been raised. The Steward must immediately request a determination by the Business Representative as to the correctness of the opinion of the Steward.

Section 8. Subcontract Clause: All job-site work covered by this agreement shall be sublet, subject to the terms of this agreement.

Section 9. All wages shall be paid in legal tender or payroll checks weekly and no later than 5:00 pm on Friday of each week. When a workman is discharged or laid off, he shall be paid in full to such time of discharge.

Section 10. When a workman is called to work and not given employment, weather permitting, he shall be paid two (2) hours pay; however, if workman works two (2) hours only, after being called to said job, he shall be paid for four (4) hours.

When a workman is called to the job and works thereon, unless he is told before lunch time that his services will not be needed, he shall receive a full eight (8) hours pay.

Where conditions beyond the control of the Contractor cause the job to be shut down, being such as: Catastrophe, severe storms, severe weather conditions, bomb threats, etc., employee to be paid for actual hours worked beyond two hour show-up pay.

Section 11. For any cement finishers who work seven (7) hours or less during any working day and works through his lunch period, the employee shall not receive time and one-half for his lunch period; but in the event the employee works eight (8) hours or more during any working day and works through his lunch period, the employee shall receive pay for the lunch period which he has worked at time and one-half.

**ARTICLE VII
WAGE RATES**

Section 1. The regular rate of wages to be paid Journeymen Cement Masons for each hour worked during the term of this Agreement shall be as follows from March 13, 2012 through April 30, 2017:

	<u>03-13-12</u>	<u>05-01-12</u>
Journeyman Cement Mason	\$ 23.58	\$ 23.58
Foreman (5% above Journeyman)	\$ 24.76	\$ 24.76
Health & Welfare Fund	\$ 6.19	\$ 6.34
Pension Fund	\$ 3.60	\$ 4.25
Apprenticeship Fund	\$ 0.40	\$ 0.40
IUCSAT	\$ 0.07	\$ 0.07
Working Dues (Deduct)	\$ 1.52	\$ 1.56
International Work Dues (Deduct)	\$ 0.34	\$ 0.35
TOTAL PACKAGE	\$ 33.84	\$ 34.64

Effective May 1, 2013 there will be a sixty five cent (\$0.65) increase to be applied to benefits only.

Effective May 1, 2014 there will be a fifty cent (\$0.50) increase to be applied to benefits only.

Effective May 1, 2015 there will be a fifty cent (\$0.50) increase. Twenty-five cents of which is to be applied to benefits only, and the remaining twenty-five cents to be disbursed as needed.

Effective May 1, 2016 there will be a fifty cent (\$0.50) increase. Twenty-five cents of which is to be applied to benefits only, and the remaining twenty-five cents to be disbursed as needed.

Local #692 - Area #821 reserves the right to divert any of the afore mentioned monies to fringe benefits upon thirty (30) days notice to the Contractors.

Section 2. The employer agrees to withhold hourly from the wages of all Journeymen, Apprentices, and Trainees five percent (5%) of journeymen's rate as a deduct of working dues.

Section 3. Combine the Health & Welfare, Pension, Apprentice, IUCRC, Working Dues Deduct into one check made payable to the Indiana State Plasterers and Cement Masons Health & Welfare Fund. The reports and check must be mailed to Morris Associates, P.O. Box 50440, Indianapolis, Indiana 46250 NOT LATER than the tenth (10th) of each month. If not received by the fifteenth (15th) day of the month, Local #692 - Area #821 reserves the right to remove all employee members of this agreement from

the employment of the delinquent employer, and the Union may demand payment immediately. Each week thereafter, the monies shall be paid by Cashiers Check until such time the Union feels the affected Contractor is making effort to comply with the Contract. Each fringe benefit and contribution will be itemized on regular forms furnished to the Contractors.

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 ten thousand (\$10,000.00) to be paid fifteen (15) days after a signed agreement.

Section 4. The pay for Foreman as determined by this Agreement shall be an additional five percent (5%) per hour above Journeyman's scale.

Section 5. Power tool operators, except power trowels, shall receive thirty-five cents (\$.35) upraise. This shall be in addition to Foreman's pay as defined by this Agreement and from regular starting time at contract agreement for overtime.

ARTICLE VIII FOREMAN

Section 1. When there are two employees on any construction job, one must act as foreman and receive foreman pay.

Section 2. The Cement Mason Foreman will use his or her tools when there are four employees or under in his or her craft, employed on the job.

Section 3. When five or more employees in his or her craft are employed on the job, the foreman will not Use his or her tools.

ARTICLE IX BENEFITS

Section 1. Health and Welfare Fund: The employer agrees to contribute the amount set forth under Article VII Wage Rates -Section 1 Health & Welfare 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 V will be redistributed within the Agreement or elsewhere.

Section 2. Pension Fund: The employer agrees to contribute the amount set forth under Article VII Wage Rates - Section 1 Pension 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.

Section 3. Vacation Fund: If during the term of this Agreement the members of Local #692 – Area #821 vote to have a Vacation Fund, then the employer agrees to deduct from the wages an amount set forth by the members of Local #692 – Area #821 for said fund.

Section 4. If during the term of this Agreement the local building trades adopt a Drug Testing Policy, both parties agree that this agreement may be reopened only for the purpose of negotiating language into this agreement with respect to a drug testing policy.

ARTICLE X WORKING DUES CHECK-OFF

Section 1. Effective June 1, 1993, the employer agrees to deduct from an employee covered by this agreement five percent (5%) of journeyman’s base rate per hour for each hour worked per man. Said deductions are to be taken from hourly pay rate of each employee. The dues deduct 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 #821.

ARTICLE XI APPRENTICESHIP TRAINING

Section 1. 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 #821.

There shall 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 its Area. The “Duties of the Area 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 one (1) additional apprentice to each three (3) additional journeyman cement masons working on the job. The ratio may be waived by the local joint apprenticeship committee for a temporary period of time if the need arises. The State Board of Trustees Coordinator shall be notified as to the waived ratio and the period of time it 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 journeyman cement masons working, Local #692 - Area #821 reserves the right to place one (1) apprentice on such job.

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

Section 2. WAGES

1st Period	0 to 800 Hrs	- 60% of Journeyman Rate
2nd Period	801 to 1600 Hrs	- 70% of Journeyman Rate
3rd Period	1601 to 2400 Hrs	- 75% of Journeyman Rate
4th Period	2401 to 3200 Hrs	- 80% of Journeyman Rate
5th Period	3201 to 4000 Hrs	- 85% of Journeyman Rate
6th Period	4001 to 4800 Hrs	- 90% of Journeyman Rate
7th Period	4801 to 5600 Hrs	- 95% of Journeyman Rate

When classes are in session during the school, 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 3 years, totaling a minimum of 432 hours over the term of apprenticeship.

Section 3. PRE-APPRENTICE (TENDERS)

Pre-Apprentice (Tender)	
Tender: (Minimum Wage Rates) Paid per Hour Worked	
C – Classification – Up to One (1) year employment	\$11.55
B – Classification – One to Two (2) years employment	\$12.55
A – Classification – Two (2) or more years employment	\$13.55
Health & Welfare	\$ 4.35
Apprentice	0.40
IUCRC	0.07
International Dues (Deduct)	(0.29)
Work Dues (Deduct)	(1.31)

Health & Welfare contributions will begin in Class C Tenders after 90 days entry as a Tender.

Tenders may be utilized in a ratio not to exceed three (3) tenders to one (1) journeyman on patching and rubbing work and a ratio of one (1) tender to one (1) journeyman on all other work. This ratio will be in effect on a company wide basis in the area covered by this Agreement. There will be no restrictions on the work performed by the Tenders. The pay rate established for the Tender is a minimum rate. The Employer, at his sole discretion, may pay the Tenders a wage greater than the established rate without subjecting the Tenders to reclassification. Contributions to the Health & Welfare benefits will begin for Class C Tenders after ninety (90) days entry as a Tender. The Employer is not required to make any contributions to the pension fund for any hours worked by a Tender.

The Employer at his sole discretion will assign all Tenders. Tenders will be assigned by the Employer to perform any work by the craft, including but not limited to all tamping of soil, raking, spreading, shoveling, dumping of concrete, striking or rod off to proper grade and vibrating of concrete, and which is within the individual's capability. The Employer will provide to the Union the name and Social Security number of all Pre-Apprentices/Tenders working for the Employer. The Pre-Apprentice will work under the supervision of another Cement Mason in the bargaining unit outlined in this agreement. This section concerning Pre-Apprentice (Tender) will only be used by mutual consent of the Union and the Employer.

Section 4. APPRENTICESHIP & TRAINING TRUST FUND

The parties signatory hereto 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 FUND". 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 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 VII - Section 1 entitled Wage Rates shall be made in a manner prescribed by the BOARD OF TRUSTEES of the AGREEMENT AND DECLARATION OF TRUST but shall be reported upon the same reporting form as is used in reporting contributions to other fringe benefits and Employers may be privileged to make contributions to separate funds in a single payment by bank check.

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

ARTICLE XII SUBSTANCE ABUSE POLICY

The Union and the Associated General Contractor's of Indiana, Inc., and/or signatory Employer hereby agree that the drug testing program set forth in the Indiana Union Construction Resource Center Substance Abuse Policy ("Policy") is incorporated by reference herein and made a part of this Agreement. The Trustees of the Indiana Union Construction Industry Substance Abuse Trust Fund ("Fund") shall have the authority to amend the terms of the Policy to which employees working under this Agreement will be subject.

The administration of the Policy will be funded by contributions to the Fund. The Trustees of the Fund shall have the authority to determine the amount to be contributed by signatory Employers to defray the cost of the Policy. The Trustees may set the contribution at any rate up to ten cents (\$.10) per hour depending on the Trustees assessment of the amount needed to fund the Policy adequately to fulfill its purposes. Once the rate has been set, the Trustees may adjust the rate of contribution from time to time within the parameters set forth above, provided the Trustees give the Employer(s) at least sixty (60) days notice of any such adjustment.

It is agreed that the Employer contribution to the Fund is not part of the wage/fringe package under this Agreement, but is instead a separate additional contribution made by the Employer solely to fund the Policy. Accordingly the establishment or adjustment of the rate of contribution by the Trustees shall not affect the wage rates or the amounts set forth for contributions to fringe benefit funds under this Agreement.

ARTICLE XIII GRIEVANCES

Section 1. A Joint Arbitration Board shall be created for the purpose of promoting harmony resolving differences as to the interpretation or application of this Agreement.

Section 2. Such Joint Arbitration Board shall be comprised of six (6) members, three (3) to be selected by each of the parties. In addition, alternates shall be appointed so that at all times a full board is available for the making of decisions by a majority vote.

Section 3. The parties shall submit to the Joint Arbitration Board and the Joint Arbitration Board shall resolve all grievances and disputes that may arise between the parties as to any misunderstanding as to the meaning or intent of this Agreement.

Section 4. In the event of the failure of the Joint Arbitration Board to arrive at a majority decision if the deadlock cannot be broken, and the Joint Arbitration Board is unable to agree on a neutral third party within a reasonable time, the parties shall select an impartial umpire from a panel of seven (7) nationally known arbitrators supplied by the American Arbitration Association, Chicago office.. The award of such neutral third party shall be final and binding upon all parties, provided, however, that if either party should refuse to submit such dispute or controversy to the Joint Arbitration Board of umpire, then either party shall have the right to go into Court for the purpose of enforcing such submission or compliance.

Section 5. EXPENSE OF UMPIRE. Expense of the impartial umpire shall be borne by the losing party.

Section 6. STRIKES AND LOCKOUTS. There shall be no strike or lockout pending the deliberation of the Joint Arbitration Board.

ARTICLE XIV STEWARD

Section 1. The Union Business Agent shall have the right to select a job steward form among the employees on all jobs covered by this Agreement. It shall be his duty to report any violations of the terms of this Agreement to the Union and he shall not be discriminated against for the performance of such duties.

**ARTICLE XV
UNION REPRESENTATION**

Section 1. The duly authorized representative of the Union shall be permitted to visit all jobs being performed by the Contractor, but shall not have the right to interfere with such workmen during working hours.

Section 2. All questions involving this Agreement which may arise and which cannot be settled on the job level by the union steward and the job superintendent shall be referred to the Business Representative of the Union and a Representative of the Contractor whose name appears above.

**ARTICLE XVI
ACCEPTANCE OF AGREEMENT**

Section 1. All parties signatory her-to mutually agree that should the existing Labor Management Relations Act of 1947 and its amendments there to be repealed, amended or altered during the life of this Agreement, that the parties of this Agreement will meet for the purposes of renegotiation sections of this Agreement which would be permissible by and in accordance with the act of the Federal Government.

Section 2. If any changes are desired in this Agreement by either party, notice shall be served in writing at least sixty (60) days prior to its expiration. If neither party to this Agreement notifies the other at least sixty (60) days prior to expiration this Agreement shall continue in full force and effect until superseded by another Agreement.

Section 3. This Agreement shall be in full force and effect from March 13 2012 to April 30, 2017.

**ARTICLE XVII
SEVERABILITY CLAUSE**

Section 1. If any provision of this Agreement shall be declared invalid by law or by a tribunal of competent jurisdiction, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is declared invalid, the Parties shall meet within thirty days and attempt to negotiate a replacement provision