

WORKING AGREEMENT

Between

And

CEMENT MASONS INTERNATIONAL O. P. & C. M. I. A

LOCAL UNION NO. 692 (Area 532)

INDIANAPOLIS, INDIANA

INDEX

Article I - Purpose	1
Article II - Recognition	1
Article III - Subcontracting	1
Article IV - Duration and Amendment	1,2
Article V - Scope of Agreement	2
Article VI - Craft Jurisdiction (See Appendix A)	2
Article VII - Jurisdictional Disputes	2
Article VIII - No Strike/No Lockout	3
Article IX - Union Security/Check Off	3-4
Article X - Management Rights	4,5
Article XI - Pre-Job Conference	5
Article XII - Hours and Working Conditions	5,6
- Multiple Shifts	6
- Holidays	6,7
- Overtime	7
- Reporting Time/Pay Procedure	7-8
Article XIII - Steward	8
Article XIV - General Working Conditions	8-10
Article XV - Grievance/Arbitration	10,11
Article XVI - Special Provisions	12

Article XVII - Safety/Job Facilities/Substance Abuse Policy	12,13
Article XVIII - Non Discrimination	13,14
Article XIX - Classification	14
Article XX - Wages	14
Article XXI - Savings Clause	15
Article XXII - Construction Industry Progress Council	15
Article XXIII - Apprenticeship	15,16
Article XXIV - Health & Welfare	17,18
Article XXV - Pension	18,19
Article XXVI - All Benefits	19
Appendix "A" - Craft Jurisdiction	19-22
Union and Employer Signature Page	23

WORKING AGREEMENT

Between

and
CEMENT MASONS INTERNATIONAL O. P. & C. M. I. A.

LOCAL UNION NO. 692 (Area 532)

INDIANAPOLIS, INDIANA

THIS AGREEMENT made this 01 day of June 2008, by and between _____ designated as the "Employer" and Cement Masons International O.P.&C.M.I.A. Local Union No. 692 (Area 532), Indianapolis, Indiana, hereinafter in this Agreement designated as the "Union." - being duly constituted, authorized and recognized bargaining representative for and on behalf of the Cement Mason employees of the Employer.

ARTICLE I
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.

ARTICLE II
RECOGNITION

The Employer recognizes the Union and its successors as the sole and exclusive bargaining representative for all of its craft employees who are or during the term of this agreement will be engaged in performing construction work on all current and future jobsites within the territorial jurisdiction of the Union.

The Union having demonstrated to the Employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement has designated the Union to serve as their collective bargaining representative, and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per Section 9 (a) of the National Labor Relations Act for all employees within the contractual bargaining unit.

ARTICLE III
SUBCONTRACTING

The Employer agrees that neither it nor any of its subcontractors on any jobsite will subcontract any work covered by this Agreement to be done at the site of construction, alteration or repair of a building, structure or other work except to a person, firm or corporation, which is a party to an appropriate, current labor agreement with the Union.

ARTICLE IV
DURATION AND AMENDMENT

(1) This Agreement shall become effective on June 1, 2008, and shall remain in full force and effect through May 31, 2011.

(2) Any party has the right to terminate or amend this Agreement by giving written notice to the other party at least sixty (60) days in advance of the expiration of the Agreement.

(3) Failure to give notice of a desire to terminate or amend the Agreement prior to the sixty (60) days period shall cause this Agreement to be renewed automatically for a further period of twelve (12) months and from year to year thereafter until such timely notice is given.

ARTICLE V
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:

Hendricks, Marion, Johnson and Boone Counties in their entirety; and the southern and western part of Hancock County, north to, but not including the town of Wilkinson, and east to, but not including the town of Fortville; Morgan County, and the southern half of Hamilton County north to the new route Indiana Highway No. 32 including the City of Noblesville.

This Agreement shall not apply to engineers, draftsmen, supervisors, timekeepers, office workers, guards, or any other non manual employees.

The Union agrees it will not enter into any Agreement with any other Employer or group of Employers that would be more favorable in wages, hours or conditions of employment covered by this Agreement. The only exception will be for International Association of Cement Mason Agreements.

This Agreement represents the complete understanding of the parties. Any amendments to this Agreement shall be reduced to writing and signed by the parties hereto, or same shall be of no force and effect.

ARTICLE VI
CRAFT JURISDICTION

See Appendix "A"

ARTICLE VII
JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, or other forms of concerted activity because of jurisdictional disputes. All such disputes shall be settled in accordance with the procedural rules and regulations of the National Joint Board for the Settlement of Jurisdictional Disputes.

ARTICLE VIII
NO STRIKE/NO LOCKOUT

During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity by the Union or by any employee, and there shall be no lockout by the Employer. Provided, however, it shall not be a violation of this Agreement to picket any Employer for non-payment of fringe benefits contributions or wages or refusing to attend a pre-job conference, nor shall it be a violation of this Agreement for any employee to honor a lawful primary picket of any union affiliated with the Building and Construction Trades Department, AFL-CIO, or the Teamsters Union.

ARTICLE IX
UNION SECURITY/CHECK OFF

As a condition of employment, all employees covered by this Agreement now in the employ of the Employer shall remain members in good standing of the Union during the term of this Agreement, and all construction workers hereinafter employed by the Employer shall become members of the Union seven (7) days after the commencement of their employment and shall remain members in good standing during the term of this Agreement.

In the event any employee fails to tender periodic dues, and initiation fees uniformly required as a condition of acquiring or retaining membership, said employee shall be dismissed within two (2) days after written notification to the Employer by the Union, unless (a) the Employer has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Each Employer signatory to this Agreement shall deduct from the pay of employees covered by this Agreement all regular and uniform dues, including International Dues and working dues, if applicable, in an amount designated by the Union, provided, that before any such deduction is made, the Union shall secure and furnish to the Employer a signed authorization form permitting such deductions. Such deduction shall be remitted at the same time and accompanying contributions owing in respect to health and welfare, pension, and apprentice

contributions, by check and with report of hours. The authorization signed by the employee shall be irrevocable for the period of one (1) year or until the termination of this Agreement, whichever occurs first, unless written notice is given by the employee to the Employer and to the Union not less than thirty (30) days before any periodic renewal date. If no such notice given, the authorization shall continue in effect from year to year until notice is properly terminated in accordance with these procedures.

ARTICLE X **MANAGEMENT RIGHTS**

The Employer shall retain full and exclusive authority for the management of its operations. The Employer shall, through the craft foremen, direct its working forces at his/her discretion, in such activities as hiring, promotion, transfer, layoff, discipline or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The foregoing enumeration of Employer's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all rights and authority not expressly excluded or limited by the provisions and terms of this Agreement.

Selection of Foremen/General Foreman The selection of craft foremen shall be the responsibility of the Employer. Each foreman shall take orders from the designated Employer representative. The foremen shall not be absent from the area where their crews are working unless their presence to perform their assigned duties is required elsewhere, and shall be responsible for seeing that all work is performed properly by employees under their supervision. Foremen who fail to perform their designated duties may be terminated. The Employer may require his foremen to be working foremen.

When fifteen (15) or more Cement Masons are employed on one project, one (1) foreman shall be designated the General Foreman and receive wages as such. The selection of foreman and general foreman shall be the responsibility of the Employer. The Cement Mason Foreman/ General Foreman shall take orders from the Employer or its' authorized Superintendent. Cement Masons shall take orders from the Cement Masons Foreman/General Foreman or the Employer's authorized Superintendent. The Employer may at his/her sole discretion designate a General Foreman where less than 15 Cement Masons are employed on one project and pay wages as such. The Foremen shall be responsible for seeing that all work is performed properly by employees under their supervision. Foremen who fail to perform their designated duties may be terminated. The Employer may require his foremen to be working foremen.

Crew Size The Employer shall determine crew size, and shall determine the number of foremen required to perform the work and shall transfer employees from different pieces of equipment and between work crews, and different areas and to different shifts

as necessary. The Employer shall be the judge of whether or not an employee is required for any specific task or operation of any specific piece of equipment.

The Union shall have 48 hours after notification to the Business Agent to fill an order for qualified employees. If the Union is unable to comply with the request, the Employer has the right to fill the order by whatever means required.

ARTICLE XI **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 XII **HOURS AND WORKING CONDITIONS**

Workweek/Workday Eight (8) hours shall constitute a normal work day. The work shall begin at 8:00 a.m. and end at 4:30 p.m. Monday through Friday. Lunch shall be thirty (30) consecutive minutes between the start of the fourth hour and the end of the fifth hour. 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 conditions:

- (1) The employees on the jobsite have worked less than 40 hours during the preceding week, and;
- (2) Inclement weather conditions or other reasons beyond the control of the Employer have prevented employees on the jobsite from working for at least one full workday or portions of two or more workdays totaling at least eight (8) hours during the preceding regular work week, and;
- (3) The general contractor, construction manager, and/or the project owner require or request work on a particular Saturday, and;
- (4) The employees, and the business agent are informed prior to the conclusion of the regular work day on the preceding Friday that Saturday straight-time work will be required, and;

(5) If employee starts to work on Saturday, employee will be paid a minimum of four (4) hours. Exceptions to the above are weather, strike, work stoppage, leaves of own accord, or is discharged for just cause. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be by mutual agreement, and apply only to the specified project for the agreed upon time period. In reaching a decision to modify the work week, the parties shall consider the project schedule, manpower requirements, the geographic location of the project and other appropriate factors. It is also agreed that should a specific project be placed on a 4-day 10-hours a day basis, this work schedule shall be performed on a straight time basis, with Friday or Saturday becoming the make-up day only because of inclement weather. All cement masons employees who agree to work the modified work week will be paid no less than the number of hours per shift as paid the other basic crafts working on said shift, provided they remain on the job the full shift, unless release by the employer. Exceptions to the above are weather, strike, work stoppage, leaves of own accord, or is discharged for just cause.

Multiple Shifts Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

First Shift: Eight (8) hours pay for eight (8) hours work plus one-half (1/2) hour unpaid lunch period.

Second Shift: Eight (8) hours pay for seven and one-half (7 1/2) hours worked plus one-half (1/2) hour unpaid lunch period.

Third Shift: Eight (8) hours pay for seven (7) hours worked plus one-half (1/2) hour unpaid lunch period.

4-10 Hour Day Projects

First Shift: Ten (10) hours pay for ten (10) hours work plus one-half (1/2) hour unpaid lunch period.

Second Shift: Ten (10) hours pay for nine and one-half (9 1/2) hours worked plus one-half (1/2) hour unpaid lunch period.

Shifts shall be established and continue for a minimum of three (3) consecutive work days.

If only two (2) shifts are to be worked, the Employer and Union, by mutual consent, may regulate starting times of the two (2) shift operations to permit the maximum utilization

of daylight hours. In the event overtime work is required, overtime shall be paid per the provisions of the Overtime Language.

Holiday's Non-paid holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If any such holiday falls on a Sunday, the Monday following shall be considered a non-paid holiday. If an employee elects to recognize/observe Martin Luther King, Jr. Day by not working, the employee will not be discriminated against or penalized. However, if the employee elects to work, the employee will be paid at regular hourly rate.

Overtime All hours worked in excess of the standard work day Monday through Friday shall be paid at the rate of time and one-half. Employees of this bargaining unit shall not be docked for a brief break for supper, when working overtime. All work over 40 hours a week will be paid at time and one-half. Saturdays shall be paid at the rate of time and one-half, except when designated as a make up day. Sundays, holidays, and in excess of 12 hours a day Monday through Saturday shall be paid at double the straight time rate of pay.

Reporting Time /Pay Procedure

(1) When an employee reports for work and is not put to work, the employee shall receive two (2) hours pay at the straight time hourly rate. If the employee starts to work he shall be paid a minimum of three (3) hours, and if more than four (4) hours are worked in any one day the employee shall receive not less than eight (8) hours pay provided that he remains on the job, unless released by the Employer. Exceptions to the above are weather strike, work stoppage, leaves of own accord, or is discharged for just cause.

(2) When an employee is ordered through the Union by an Employer to report for work and is not put to work, the employee shall be paid two (2) hours for reporting, except for inclement weather.

PAY

(1) The employer shall pay, in full, any employee discharged for any cause whatsoever or laid off indefinitely at the time said employee is laid off or discharged. When any employee quits, the employee shall be paid by 4:30 P.M. on the regular established pay day.

(2) All employees shall receive pay on the job before quitting time of the established pay day of each week with an official itemized check stub with employee's name, social security number, gross earning, date, hours worked, and itemized deductions. The Employer shall establish a regular pay day to prevail on all his/her jobs. No employee

shall be required to work more than seven (7) days without receiving their pay. When employees do not receive their pay on the job before quitting time on the established pay day, they shall receive an additional two (2) hours pay, unless the delay is beyond the control of the Employer or due to an act of God

(3) The Employer may make direct deposit of the employee pay check, if given written authorization by the employee.

(4) Any employee failing to report same within seventy-two (72) hours shall forfeit the employee's claim to services of the Union in collecting said wages.

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

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.

ARTICLE XIII **STEWARDS**

The Union shall have the right to designate a steward at each construction job site. The steward shall be a working journeyman already accepted and employed on the job site. The Steward will be allowed the time needed to perform his/her duties. The Employer may not terminate the steward except for just cause.

ARTICLE XIV **GENERAL WORKING CONDITIONS**

Employment begins and ends at each project site.

All equipment assigned to a project shall be under the control of the Employer, in accordance with currently recognized craft jurisdiction.

It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor's personnel.

The Union shall not coerce nor in any way interfere with the Owner's personnel, operation or facilities. The owner's right to contract directly with other companies for

work shall not be limited and the Union shall cooperate and not interfere with the Owner's operations.

It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen; therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances do exist, however, the Employer will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the job.

There will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Slowdowns, standby crews and featherbedding practices will not be tolerated. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement. Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer, and may be amended thereafter as necessary. When a contracting firm consists of two (2) or more cement masons, only one (1) cement mason of the firm shall be allowed to work with the tools without being a member of the Union. The contractor who is a practical cement mason may act as foreman if he remains on the job and acts in the capacity of foreman. It shall be the function of the foreman to tell the worker what to do, how to do it, and to see that the work is properly done. The Foreman shall be responsible for the placing of employees, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning and affecting efficient execution of work.

There shall be no restrictions on the use of "tools of the trade", except for safety reasons.

All work shall be done in a good workmanlike manner, and the Employer shall allow a reasonable amount of time to have the same so done.

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

Any employee called to a job after 8:00 a.m. due to the Employer's neglect to order sufficient men to handle the placement and finishing shall be paid from 8:00 a.m.

At no time will a cement mason be responsible for any job where the superintendent, foreman or contractor places more concrete than the employee can take care of under prevailing conditions.

No journeyman shall be told to leave the job and return later the same day unless the journeyman is paid continuous time.

No time is to be lost in moving from one job to another.

When the employer uses any chemical, heat or an additive which makes the concrete set faster, the employer should notify the employer's foreman in advance.

All mechanical floats and bull floats shall be manned by cement masons.

A helper shall be furnished when required; said helper need not be a journeyman cement mason. Cement masons shall not be required to do anything which might create a jurisdictional dispute with another craft.

No cement masons shall work for any contractor who does not sign the contract.

The Employer is at liberty to employ and discharge whomsoever the employer sees fit provided, however, that the Employer, in the manner of hiring and firing shall not discriminate in any way against employees or applicants for employment because of the employee's Union sympathies, beliefs or activities. The Union agrees to furnish to the Employer specific members of the Union as they request, provided the employees are not already employed and are in good standing.

Solicitation of Work Union Members may solicit their own work. When hired by a signatory contractor, the contractor or Cement Masons Foreman will make a good faith effort to notify the Union within eight (8) hours from time of hire.

ARTICLE XV **GRIEVANCE/ARBITRATION**

It is agreed that in the event of any disputes arising out of the interpretation of application of this Agreement, excluding questions of jurisdiction of work, the same shall be settled by means the procedure set out herein. No grievance 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 jobsite.

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 2, the Union may refer the grievance to arbitration by written notice to the Employer given within five (5) working days thereafter.

Step 4:

Arbitration

The parties agree that at least three (3) mutually agreed upon arbitrators residing within a 75 mile radius of Indianapolis shall constitute a permanent panel of arbitrators for the resolution of all unresolved grievances. The parties shall alternately strike one name from this permanent panel until one 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 and applying it to the particular case presented to him, but he 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 hearing. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s). The arbitrator's fees and expenses shall be borne equally by the parties.

Any of the time limits set forth herein may be extended by mutual agreement. Any grievance not advanced to the next step of the grievance procedure within said time limits shall be deemed settled and resolved on the basis of the action taken in the preceding step.

ARTICLE XVI
SPECIAL PROVISIONS

(1) The Employer, with mutual consent from the cement masons foreman, and the employees may stagger the work force start time; however, the start time may be varied not more than two (2) hours from the regular start time.

(2) When a cement mason is ordered to work outside the jurisdiction covered by this Agreement, the Employer shall pay the highest prevailing wage, plus contributions to this Health and Welfare Fund. If no Health and Welfare Fund is operating outside the jurisdiction governed by this Agreement where Employee(s) are working, and further, should the area outside the jurisdiction have a higher rate, then in that instance, the welfare contributions shall be deducted from the hourly wage rate as long as the resultant hourly rate is not less than the hourly rate set forth in Article XX hereof.

(3) Any employee discharged for any cause whatsoever, or laid off indefinitely, shall be paid at the same time said employee is laid off or discharges unless such discharge or layoff occurs after 4:30 p.m. In that event the employee's check shall be paid to the employee the following day either at a place mutually agreed upon or mailed to the employee's residence not later than noon of the following day.

(4) When an employee is ordered to work outside the jurisdiction covered by this Agreement the employee will be allowed a per diem agreed upon by the Employer and the employee.

ARTICLE XVII
SAFETY/JOB FACILITIES

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 interfere with the use thereof by any other person. Each employee shall comply with the occupational Health & Safety Standards promulgated under OSHA (IC.22-8-1.1) . Employees shall comply with posted safety policies (including drug and/or alcohol, and possession policies) established by the company. Employees are required to report to supervision 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 provisions 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 to work under conditions considered to be hazardous or unsafe and will not be discharged for such refusal.

Change areas, sanitary facilities, and drinking water will be provided by the employer as job site conditions permit.

Any employee suffering a job related jobsite injury during performance of his work duties shall suffer no loss of pay for the day of injury, should the injury require the employee to leave the jobsite prior to his regular quitting time to receive treatment from a physician. Any subsequent doctor visits shall be made on the employee's time.

SUBSTANCE ABUSE POLICY

The Union and Employer hereby agree that the drug testing program set forth in the Indiana Union Construction Substance Abuse Trust ("Policy") is incorporated by reference herein and made a part of this Agreement. The Trustees of the Indiana Union Construction 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.

The Parties to this Agreement agree that all apprentices will be certified as part of their training in CPR, First Aid, and OSHA training. The training will be funded through Local 692 Apprentice Program Training will also be made available to the Cement Masons Foremen, with a goal of having fifty (50%) of the Foremen trained in three (3) years.

ARTICLE XVIII **NON-DISCRIMINATION**

The parties to this Agreement agree that there will be no discrimination against or harassment of any employee on account of race, religion, color, sex, national origin, age, or disability. It is the policy of both parties to provide equal opportunities for employment and advancement for all individuals regardless of race, religion, color, sex,

national origin, age, or disability. The parties further agree to comply with all applicable state and federal employment laws, and all applicable executive orders regarding employment discrimination and affirmative action.

**ARTICLE XIX
CLASSIFICATION**

Class A - all cement finishers who are in good standing with the local Union.

**ARTICLE XX
WAGES**

General Foreman compensation shall be One Dollar (\$1.00) above foreman rate.
Foreman compensation shall be a minimum of Sixteen (16%) above journeyman rate.

Effective June 1, 2008, through May 31, 2011 wage rates, fringe benefits, and deductions, for all cement mason employees covered by this Agreement and working in the jurisdiction of Cement Masons Local Union No. 692 (Area 532) will be as follows:

	<u>6-1-2008</u>	<u>6-1-2009</u>	<u>6-1-2010</u>
Journeyman - Class A	24.00	24.30	25.25
Health & Welfare	5.40	6.00	6.15
Pension	5.35	5.85	6.20
Apprenticeship	.40	.40	.40
CIPC	.06	.06	.06
IUCSAT	.08	.08	.08
Vacation (Deduct)	2.50	2.50	2.50
Dues Check-Off (Deduct)	1.59	1.65	1.72
International Dues (Deduct Per Hour)	.35	.37	.38
Swinging/Suspended Scaffold	24.20	24.55	25.50
Slip Form Shift Work	24.95	25.30	26.25
TOTAL	35.29	36.69	38.14
General Foreman (\$1.00) above Foreman)	28.84	29.19	30.29
Foreman (16% above JM).....	27.84	28.19	29.29

ARTICLE XXI

SAVINGS CLAUSE

If any article or provisions of this Agreement shall be declared invalid, inoperative, or unenforceable by any 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 or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative, or unenforceable, shall not be affected thereby.

ARTICLE XXII

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 working under the Agreement. Details of the Program are contained in the Articles of Incorporation and By-Laws which are made part of this Agreement by reference. The Market Recovery Program is not a traditional industry or promotion fund.

ARTICLE XXIII

APPRENTICESHIP

(1) The parties hereto agree that Employers signatory to this Agreement shall contribute to the OP&CMIA Local Union No. 692 Cement Mason Apprentice Training and Journeyman Retraining Education Fund (hereafter "692 Fund"), unless and until the Board of Trustees of OP&CMIA Local Union No. 692 (Area 532), Cement Mason Apprentice Training and Journeyman Retraining Education Fund determines that such Employers shall instead contribute to the OP&CMIA Local Union No. 692 (Area 532)

Cement Masons Apprentice Training and Journeyman Retraining Education Fund (hereinafter "Area 532 Fund").

The amount of the Employer contribution shall be the amount set forth in Article XX of this Agreement per hour for each hour worked by their Cement Masons, Cement Mason Foremen , Cement Mason General Foreman, and Cement Mason Apprentice employees.

Contributions shall be made in a manner prescribed by the Board of Trustees, 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. All contributions are to be mailed to Morris Associates, Inc., P.O. Box 50440, Indianapolis, IN 46250-0440. Morris Associates, Inc. will deposit the Apprentice Contributions in Local 692 Apprentice Program.

(2) It is recognized that Area 532 Fund is not a part of any program currently in effect with Local Union 692. The Area 532 Fund shall remain active according to its terms whether or not contributions are made to it pursuant to the provisions of (1), above, unless it is terminated by the action of the Board of Trustees of the Area 532 Fund as provided in its Agreement and Declaration of Trust.

(3) Should such apprenticeship program, for any reason, be abandoned or become ineffective, the contributions called for herein may be discontinued.

(4) Cement Mason Apprentice wages are as follows:

Period 1	-	0 to 800 hours	-	60%	of Journeyman's Scale
Period 2	-	801 to 1600 hours	-	70%	of Journeyman's Scale
Period 3	-	1601 to 2400 hours	-	75%	of Journeyman's Scale
Period 4	-	2401 to 3200 hours	-	80%	of Journeyman's Scale
Period 5	-	3201 to 4000 hours	-	85%	of Journeyman's Scale
Period 6	-	4001 to 4800 hours	-	90%	of Journeyman's Scale
Period 7	-	4801 to 5600 hours	-	95%	of Journeyman's Scale

(5) Each contractor must employ one (1) apprentice for each four (4) Journeymen. When more than four (4) journeymen are employed, the same ratio shall exist.

(6) All Apprentices must attend all schooling or off-the-job training required by the Joint Apprenticeship Committee.

(7) Where possible and workload permits, indentured apprentices shall stay with a contractor for a period of not less than six (6) months unless exchange is agreeable with the contractor.

ARTICLE XXIV

HEALTH & WELFARE

Section 1. Each Employer who is subject to the provisions hereto shall be bound by all the terms and provisions of the Agreement and Declaration of Trust as restated December 17, 1975, as amended and as the same may hereafter be amended from time to time, which established and which governs the operation of the Indiana State Council of Plasterers and Cement Masons Health and Welfare Fund. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length. Each such Employer agrees to pay to such Health and Welfare Fund the amount per hour worked, both regular and overtime, as provided in the wage Agreement.

Section 2. It is agreed that in the event that the Trustees of the Health and Welfare Fund deem that an increase is necessary in the Health and Welfare Fund to continue the same benefits during the term of this Agreement, the Union shall have the right, upon thirty (30) days written notice, to renegotiate the distribution of money within the wage and fringe total package to accomplish this adjustment.

Section 3. The aforesaid Fund shall be administered pursuant to the Agreement and Declaration of Trusts set up for that purpose.

Section 4. It is understood and agreed by all parties to this Agreement that Contributions to the various Funds, as set out above, are due and payable on the 10th of each month and that failure of any Employer (s) to make his or their contributions to the various Funds by the 10th of the month of which it is due, or for repeated failure to meet these payments by the 10th of each month, shall subject said Employer (s) to the following penalties:

(1) It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or other Funds created under this Agreement in accordance with the rules and regulations of the Trustees of such Funds, the Employees (or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made; and it is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for losses resulting therefrom.

(2) A charge for delinquency shall be assessed against each delinquent Employer as set by the Trustees in the Assent of Participation which each Employer must sign to be in compliance with Section 302 of the Labor-Management Act of 1947.

(3) The delinquent Employer shall, at the request of the Trustees of the various Funds set out above, be required to furnish a surety bond, not to exceed Twenty

Five Thousand Dollars (\$25,000) to ensure that said Employer's future payments to the Fund will be made on a timely basis.

Section 5. It is understood and agreed to by and between the parties to this Agreement that the remedies listed above for the Union and the Trustees of the various Funds above to pursue in the case of: a delinquent Employer are not exclusive but are in addition to all other remedies legally available to the Union and Trustees of the various Funds at the time of said delinquency.

ARTICLE XXV

PENSION

Section 1. Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust as restated January 1, 1976, as amended, and as the same may hereafter be amended from time to time, which established and which governs the operation of the Indiana State Council of Plasterers and Cement Masons Pension Fund. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length.

Section 2. It is agreed that in the event that the Trustees of the Pension Fund deem that an increase is necessary in the Pension Fund to continue the same benefits during the term of this Agreement, the Union shall have the right, upon thirty (30) days written notice, to re-negotiate the distribution of money within the wage and fringe total package to accomplish the adjustment.

Section 3. The aforesaid Fund shall be administered pursuant to the Agreement and Declaration of Trusts set up for that purpose.

Section 4. It is understood and agreed by all parties to this Agreement that contributions to the various Funds, as set out above, are due and payable on the 10th of each month and that failure of any Employer(s) to make his or their payment to the various funds by the 10th of the month of which it is due, or for repeated failure to meet these payments by the 10th of each month, shall subject said Employer(s) to the following penalties:

- (1) It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund or other Funds created under this Agreement in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours strike notice to the Employer of such delinquencies in Pension payments and payment to other Funds, the Employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made; and it is further agreed that in the event such

action is taken, the Employer shall be responsible to the Employees for losses resulting there from.

(2) A charge for delinquency shall be assessed against each delinquent Employer as set by the Trustees in the Assent of Participation which each Employer must sign to be in compliance with Section 302 of the Labor-Management Act of 1947.

(3) The delinquent Employer shall, at the request of the Trustees of the various Funds set out above, be required to furnish a surety bond, not to exceed Twenty-Five Thousand Dollars, (\$25,000) to ensure that said Employer's future payments to the Fund will be made on a timely basis.

Section 5. It is understood and agreed to by and between the parties to this Agreement that the remedies listed above for the Union and the Trustees of the various Funds above to pursue in the case of a delinquent Employer are not exclusive but are in addition to all other remedies legally available to the Union and Trustees of the various Funds at the time of said delinquency.

ARTICLE XXVI **ALL BENEFITS**

In the event that any contractor becomes delinquent in contributions to any of the benefit funds set forth in this Agreement, the Union shall immediately withdraw all workers and file a lawsuit against the delinquent contractor notwithstanding the provisions of any no-strike clause in this contract.

Appendix "A" **CRAFT JURISDICTION**

Section 1. It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International O. P. & C. M. I. A., it being understood that the claims are subject to trade agreements and final decisions of the AFL-CIO as well as the decisions rendered by the Impartial Jurisdictional Dispute Board for the Settlement of Jurisdictional Disputes.

Section 2. The Union claims the following as the work of the Cement Masons: All concrete construction, including the foremanship of same, such as buildings, bridges, elevators, silos, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving alleys and roof, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types

of vacuum mats used in the drying of cement floors in preparing same for finish, mastic flooring, whether laid freehanded or in precast form on the job; otherwise known as asphalt or mastic tile, epoxies, latex plastics, synthetics, and all other types of resilient floor covering, the finishing or washing of all concrete construction, using any colored pigment when mixed with cement, in any other form - composition, magnesite rubbing or grinding, terrazzo granitoid, 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 of all base six (6) inches or less in height when floors of the above-mentioned materials are used, patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting up all strips, screeds, stakes and grades and curb forms. All glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete.

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, leveling plates generators, air compressors, tanks, and so forth, that is set in concrete foundations.

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

No local shall be allowed to use any influence to change the original specification on any job where cement base is specified.

Plasterers must assist the Cement Masons in every way so the intent and purpose of the six (6) inch base law will not be defeated.

All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floors, slabs, beams, joints, 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. All preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush hammering.

The operation of all gas or electric 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 or nailing of all expansion joint materials when used for the purpose of grading concrete when taking place of a screed.

The operation of power-driven floats (Kelly) and troweling machines and all power driven grinders and machines used in the finishing of concrete shall be the work of the Cement Masons. The curing of finish 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 shall be the work of the magnesite composition cement mason; including all types of oxychloride granolithic terrazzo composition floors, hand grinding or machine grinding; the preparation of all subfloor surfaces, bonding; the preparation and installation of ground or base courses, steps and cove bass. All magnesite composition installation work of the O. P. & C. M. 1. A. , shall be done under the supervision of a competent and qualified magnesite composition cement mason.

Cement Masons claim the 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 applications, 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.

The setting of screeds on the ground where screeds are fastened to stakes driven in the ground shall be done by the Cement Masons.

Any bulkhead that is one singleboard in height and has no key of which is not notched or fitted shall be set and braced or staked to the ground at grade by the Cement Masons, provided same is used as screed. This shall apply to bulkheads set on the ground only. The aforementioned bulkhead shall mean for the purpose of separating pours.

The pointing and caulking of expansion joints which touch concrete such as in floor slabs for sealing joints.

The finishing sandblasting for design effect or washing of all concrete construction, guniting when one and one-half (1 1/2) inches or less.

The operation of any and all types of vibrating and Laser Screeds is the work of the Cement Masons.

Cement Masons claim the straight edging and finishing of all Pervious Concrete regardless of the type of finish applied or tools used. An exception to this claim is when large areas are being poured using highway equipment.

The jurisdiction of work referred to in this article is the jurisdiction of work claimed by the International O. P. & C. M. 1. A., and nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of the rights by permitting the inclusion of the claims or jurisdiction of work in this contract.

The parties to this Agreement are subject to and agree to be bound by all procedural regulations, decisions and awards made by the Impartial Jurisdictional Disputes Board for settlement of Jurisdictional Disputes with respect to all jurisdictions of work in this contract.

SIGNATURE PAGE

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, by their duly authorized officers.

FOR THE COMPANY

Company Name

Authorized Signature

Address

City State Zip

P - F

Phone Fax

Date

FOR THE UNION

Business Representative
OPCMIA Local 692 – Area 532
220 North Fulton Street
Indianapolis, Indiana 46218
Phone 317-972-4905 Fax 317-972-4907

Date