

**COLLECTIVE BARGAINING
AGREEMENT**

between

**CEMENT MASONS
LOCAL UNION #692 - AREA #165
HAMMOND AND VICINTY
(O.P.C.M.I.A.)**

and

**NORTHWEST INDIANA
CONTRACTORS ASSOCIATION**

June 1, 2009 - May 31, 2012

**CEMENT MASONS
LOCAL UNION 692 - AREA #165
610 E. Main Street
Griffith, Indiana 46319
Central Office Phone : (317) 972-4720**

**Rpt. Hours: 7:00 AM - 4:30 PM
Answering Service - 24 Hours**

**Louis D. Ketchum, Business Representative
Phone : (219) 743-1513**

ARTICLE I
PREAMBLE AND DECLARATION OF PRINCIPLES

This Agreement entered into between the below names parties is for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances and disputes that may arise between the Employer and the employee in the building industry in the jurisdiction of the party of the second part, Local #692 - Area #165.

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this First (1st) day of June, 2009 and will expire the thirty-first (31st) day of May, 2012 by and between the NORTHWEST INDIANA CONTRACTRS ASSOCIATION of Gary, Indiana and vicinity, acting solely as Negotiating Agent for and on behalf of its present and future members, hereinafter, for convenience, be referred to as the "EMPLOYER," FIRST PARTIES, and the CEMENT MASONS LOCAL #692 - AREA #165 O.P. & C.M.I.A. of Hammond, Indiana, and vicinity hereinafter, for convenience, referred to as the "UNION" and also referred to as the "BARGAINING UNIT," second party.

WITNESSETH

The Preamble and Declaration of Principles, contained in Article I hereof have been adopted and made a part of Agreement and have been affirmed as the principles under which the contracting parties agree to operate, based upon the understanding that both parties have a common interest in furthering the construction industry by establishing a working system for harmonious relations necessary to improve and further the relationship between the Employer, Union and the public which we serve.

NOW, THEREFORE, It is hereby agreed as follows:

ARTICLE II

Section 1. Jurisdiction. All concrete construction within the boundaries of the property line, including foremanship of 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 all flat surfaces of cement, including pervious concrete, and all polishing systems of new concrete, 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, the operation of power driven floats and troweling machines be that of the Cement Mason. The setting and nailing and placing of all expansion joint materials used in connection with concrete. The Cement Masons will perform all rodding of concrete whether done by Board straight edge, Vibrating straight edge, or any other edges that it takes to perform the job. The sawing of all concrete, when it is to be sawed for the expansion joint of control joint of concrete and/or

decorative purpose. 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 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 6" base or less, shall be the work of the Cement Masons, 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, rubbing or grinding if done by machine or carborundum stone of all concrete construction. The setting of all strips, screeds stakes, and bulkheads when set to grade, and all sidewalk and curb forms. The sawing, cutting, and scoring of any concrete for any purpose, all epoxy fiber fabric wrapping of concrete, shall be the work of the Cement Masons, except for demolition purposes.

Section 2. 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. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps/ generators, air compressors, tanks and so forth, that are set in concrete foundations. All tilt-up prefabricated and prestressed concrete construction on the job site and in the ship, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joints, walls and columns, also screeding, finishing, rubbing, grouting, pointing and patching of same. The grouting of all steel shims, plates, regardless of the material used or the method of application. The sandblasting of all concrete when it is for a decorative, or face finish, shall be the work of the Cement Masons, regardless of the tools used.

Section 3. 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, 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.

Section 4. The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors shall be the work of the magnesite composition mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation of all subfloors 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 defected. All magnesite composition installation work of the O.P.& C.M.I.A. shall be done under the supervision of a competent and qualified magnesite composition Cement Mason. (Pending meeting of Committees on rewrite or jurisdictional claims of Plasterers and Cement Masons, the spreading, finishing or grinding of "Epoxy Resin Materials" on floors and 6" above floors shall be recognized as the work of Cement Masons).

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

(2) Cement Masons claim the waterproofing of all work included in the jurisdiction, such as Thoroseal, Ironite, Plasterweld and 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.

Section 5. Recognition. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining representative for the employees in this bargaining unit, with respect to wages, hours of work, and all other terms and conditions of employment for employees in this bargaining unit.

Section 6. Equal Representation. The UNION, realizing its duty under the Labor-Management Relations Act of 1947, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all employees in this bargaining unit equally, without discrimination.

ARTICLE III **HOURS OF WORK, OVER-TIME AND PAYMENT**

Section 1. Work Day & Work Week. Eight (8) hours between 7:00 A.M. and 3:30 P.M. shall constitute a regular workday. Forty (40) hours within five (5) days - Monday through Friday inclusive - shall constitute a workweek, except when designated holiday intervenes.

Section 2. If by mutual agreement the employer and employee agree to start prior to 8:00 am and quit the same time earlier than normal quitting time, the work day may be modified.

Section 3. Over-Time Payment. All work performed other than during the regularly scheduled work day shall be paid for at one and one-half (1 1/2) the regular straight time rate of pay. This shall include all work performed before 7:00 A.M. or after 3:30 P.M. Monday through Friday, and all work performed on Saturday, Sunday and the following holidays shall be paid double time: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or day celebrated as such. No work shall be performed on any of the aforesaid holidays, nor shall there be overtime work at any other time except in the event of any emergency to protect the life or property and then only by consent of the parties. Lunch period shall be a full one-half hour period occurring between 12:00 Noon and 1:00 P.M., otherwise the employees shall receive time and one-half (1 1/2) hour. Employees of this bargaining unit shall not be docked for supper hour when working overtime. Cement Masons shall be furnished transportation to a restaurant for his supper hour. No employee shall work more than six (6) hours following the last meal period without an opportunity to eat. In the event an opportunity is not granted to eat as aforesaid, the employees shall receive an additional one-half (1/2) hours' pay at premium rate. If there is more than one (1) mason on the job, the supper period shall be staggered so that the job will not be left unmanned, at the discretion of the supervisor.

Section 3 (a). Flexible Starting. 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.

Section 4. Shift Work. When work is carried on in two (2) or three (3) continuous shifts of eight (8) hours each, at least five (5) consecutive working day's regular straight time rate shall apply for work performed during regular shift hours. Any employee working shift work shall not receive less than eight (8) hours' pay per shift, and employees on the second and third shift shall be paid for their lunch hour. There shall be a different working foreman on duty on each shift. If the work does not go for five (5) consecutive working day's the employee shall be paid for the five (5) full day's pay. On slip form or slide work, where employees work on two (2) twelve (12) hour shifts, hours of the work shall be from 12:00 Noon to 12:00 Midnight, and from 12:00 Midnight to 12:00 Noon.

Section 5. Wage Payment. Wages shall be paid weekly on the job not less than fifteen (15) minutes before regular quitting time each week or on the regular pay day, such pay to be by currency or check. Discharged employees shall be paid in full at the time of discharge. Any shortage due to overtime or other errors must be sent to the local Union's office, or postmarked no later than twenty-four (24) hours after it is discovered. Failure to comply will result in a two (2) hour penalty to the contractor for every twenty-four (24) hours late.

Section 6. Each employee when paid shall receive a statement showing the number of straight and overtime hours, his straight time hourly rate and all deductions and payments required by law or this contract.

Section 7. Report to work and commencement of pay. When Employees are regularly employed and report for work, or when men are hired and bring their tools onto the job and are not placed at work, they shall receive two (2) hours pay. After starting, men shall receive not less than a full day's wages. The above shall not apply when men cannot start the day's work due to inclement weather on that jobsite. If men are told to start to work after 10:00 am and then are stopped, due to inclement weather, they shall receive wages from 8:00 am until stopped, but in no event shall be terminated when they leave the job site other than normal quitting time without consent of the employer or his representative. When concrete is being poured before 8:00 a.m. all employees working on said pour shall be paid for the time the pouring commences. Employees who are working shall not be docked because poured materials are not ready to finish.

ARTICLE IV **WORKING CONDITIONS**

Section 1. Designation of Working Foreman. On any job where two (2) or more men are working one (1) shall be appointed working foreman by EMPLOYER. No Cement Mason shall take orders from anyone other than a Cement Mason Foreman.

Section 2. Foreman. The foreman cannot use tools on any job, which has six (6) or more men employed. There shall be no working foreman on any job that has six (6) or more men. The following ratio shall be followed to determine the number of foreman: one (1) to ten (10) employees, one (1) foreman thereafter, one (1) additional foreman for every ten (10) additional

employees.

Section 3. General Foreman. On all jobs where there are eleven (11) employees assigned to Cement Masons work, there shall be a General Foreman. His responsibility shall be to coordinate the entire job. For every ten (10) Cement Masons thereafter, there shall be an additional non-working Foreman.

Section 4. Travel Expenses and Board beyond Territorial scope of Agreement. On jobs located outside the territorial scope of this Agreement, the Employer shall be required to pay employees of this bargaining unit detailed to work out of this jurisdiction, in addition to the wages herein provided, travel expenses to and from such job and board of employees assigned to such a job, provided that the Employer shall not be required to pay travel expenses of an employee who voluntarily quit the job. Board expenses shall be mutually agreed upon the parties to this Agreement before the employees leave for the job.

Section 5. Floating or Troweling Machines. Whenever a floating machine or a troweling machine is operated on a cement floor, when cement or concrete is being finished, one (1) or more Cement Masons shall hand-float or hand-trowel after each and every operation of such machine, and no Cement Mason shall be sent home while machine is in operation. Kelly float machines will be used on all scattered or dust-on hardeners or steel dust. This section may be modified by mutual agreement between the Business Agent and Employer.

Section 6. Fast-Setting Material. Before pouring starts when fast-setting materials are being used, the employer and finisher foreman shall discuss the number of employees required, taking into consideration the temperature and condition of pour, however, the decision of the employer shall be final. Concrete containing such fast-setting material must show the correct percentage or quantity on the delivery ticket.

Section 7. Trowel Finishing. Floors that are to be trowel finished shall not contain any material such as chloride except, upon advance notice to the cement mason employee. Chloride shall not be added after the outside temperature is seventy (70) degrees or higher. But in case of rare weather conditions or an emergency, the employee after getting the approval from the steward of the job or at the Union Hall, may add the additive.

Section 8. Scaffold. All stairways or elevator shafts that open two (2) stories or more must have double scaffold, one below the one being worked on. No Cement Masons will work off ladders, or any single boarded scaffold, nor shall he be required to work where there are falling materials that may be injurious to the employees.

Section 9. Pouring Concrete. One (1) or more Cement Masons shall be on the job at all times when concrete is being poured.

Section 10. Lighting. Whenever employees are working at night, the Employer shall supply amply light to permit the employee to work safely.

Section 11. Tool Storage. A change house and lockable tool storage will be provided when required to leave tools on the job. The Cement Masons must each make a written itemized list of the tools he has on the job and present it to the Employer, and then the Employer shall have the right to check their tools if he so desires. The Employer shall pay any loss sustained by the workmen because of tools stolen from such unlockable storage place, and change house shall have ample heat when temperature and weather conditions require such.

Section 12. Heating of Concrete. There shall be no heating of concrete, unless there is danger of freezing, or by the mutual consent of both parties involved. When heat is going to be used, it shall be placed so that the area where concrete is being worked on will be evenly heated.

Section 13. Tools. The Employer shall furnish the following tools for the Cement Masons when the job calls for their use; darbys, bullfloats, jitter-bugs, bush hammers, brushes, chisels, knee boards, cork floats, rubbing stones and all long handle tools, and walking jointers.

Section 14. Wall Ties, Wire, Rods and Nails. All wall ties; wire, rods and nails shall be removed by the Cement Masons, regardless of the tools used to perform the job.

Section 15. Uncompleted Work. No work shall be left standing over night to be finished the following day, except by rain. If in the event that the said Employer wished that said work be completed the following day by means of grinding, patching, troweling (by hand or machine), then the employer shall employ the same number of Cement Masons that performed those operations the preceding day. The work that the Cement Mason performs will be paid for at the premium rate of pay for the number of hours that it takes to complete said job

Section 16. Machines. Whenever a laser screed, mechanical straight edge, multiple troweling machine, curb machine, or similar type machine replacing Cement Masons' work is to be used on any type of work under the jurisdiction of the Cement Masons Local #692 - Area #165, it shall be manned by the Cement Masons, if available and qualified.

Section 17. Fresno. The use of fresno or long handle trowel will not be permitted and the maximum length of the hand size will be sixteen (16) inches.

ARTICLE V **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 #165.

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 its Area. The "Duties of the Area Joint Apprenticeship Committee" are written in the Apprenticeship Standards.

The Area Joint Apprenticeship Committee shall have full power to act on matters pertaining to the transferring of apprentices 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 four (4) additional journeyman 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 Board of Trustees Coordinator shall be notified as to the wavered 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 working, Local Area #165 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. Apprenticeship Wages

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

When classes are in session during the school, the apprentices 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. 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 Appendix A, Wages and Benefits.

Benefits 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 VI
NO DISCRIMINATION
EQUAL BENEFITS - EQUAL OBLIGATION

Section 1. Membership in Union not Compulsory. Membership in the Union is not compulsory. Employees have the right to join, or not to join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Section 2. Equal obligation to Contribute. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employed in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employed in the bargaining unit and not only for members in the Union, and the Agreement has been executed by the EMPLOYER after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefits contained in the Agreement.

Section 3. Union Security. Employees shall be reduced in the reverse order in which they were hired. Employees who are more than sixty (60) days in arrears with their Union dues, may be replaced by a paid-up member who is a qualified Cement Mason. The Union shall indemnify and save the Employer harmless against and all claims, demands, suits, or other forms of Liability, which may arise out of, or by reason of, action taken by the Employer in relying upon any request by the Union for the enforcement of this Article.

Section 4. Employees who are more than sixty (60) days are arrears with their Union dues shall be replaced by a paid-up member who is a qualified Cement Mason.

Section 5. Fifty Percent Clause. All Contractors working in the jurisdiction of Area #165 shall employ fifty percent (50%) of the workforce from employees who are members of Area 165, plus the odd man.

Section 6. All employers shall call the Business Agent for Cement Masons whenever they are needed, for all work covered in this agreement, and forty-eight (48) hours notice in advance in the peak of the work season.

Section 7. Immigration Reform and Control Act. Where applicable, the Union will attempt to comply, in good faith, with the Immigration Reform and Control Act of 1986

ARTICLE VII **RESPONSIBILITIES AND RIGHTS**

Section 1. Insurance Coverage. No employee shall work for any Employer unless said Employer has his men insured under the State Worker's Compensation Laws and is complying with Social Security, Unemployment Insurance Act and all laws covering the same regardless of the number of men employed by the Employer.

(a) For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business under the applicable State Laws and Regulations.

Section 2. Access to Premises. The Business Agent or his duly authorized 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.

Section 3. Stewards. There shall be a steward on each job who shall be elected by the men on that job and shall be a member of Local #692- Area #165. He shall be subject to the same terms of employment as any other employee working on the job. The Steward shall have reasonable time to see that this Agreement is enforced, but as far as possible without inconvenience to the Employer.

Section 4. Right to Work. The Employer and the employees realize that individual employees have the right to work and associate with and for whom they please. This right is not only inherent in the laws of this State and of this Nation, but is necessitated by the interrelated nature of the work covered by this Agreement. All workmen are at liberty to work or cease to work for whomsoever they see fit, and Employers are at liberty to employ or discharged whomsoever they see fit in accordance with the terms of this Agreement. Accordingly, the refusal of any individual employee to work with any other employee, workman or person shall not constitute a violation of Section VII (b) of the Labor Management Relation Act of 1947, as amended.

Section 5. Scope. Occupational. This Agreement shall cover all phases of cement construction, masonry and finishing as more fully described in Article II, Section I of this Agreement. The work covered by this Agreement shall be performed only by Cement Mason employees and shall

not be performed by Employers or any member of a firm of Employers.

(a) Employees shall work only for recognized- and qualified Employers. No employee shall be permitted to work for an Employer that does not provide all materials, labor and equipment necessary to complete any job. No Employer shall be entitled to employ members of Local #692 - Area #165 where such Employer contracts to supply labor only.

(b) Subcontracting. The EMPLOYER agrees not to sublet, assign or transfer any work covered by this Agreement which is or may be performed at the site of the construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

(c) Pre-Job Conference. Employer will meet with the Union prior to the commencement of work on any project at such times as the Union may request for the purpose of a pre-job conference.

(d) The term "equipment" in this clause is not meant to infer hand tools normally furnished by the Cement Mason.

(e) Territorial. The territory of area covered by this Agreement shall include "Lake County except by the Northeastern Section lying north of Crown Point and east of Griffith, and all of Newton County" and shall be referred to as "Hammond, Indiana and Vicinity".

ARTICLE VIII **ADJUSTMENT OF DISPUTES**

Section 1. Joint Arbitration Board. 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. Composition. 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. Grievances. 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. Impartial Umpire. 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 and arbitrator from a panel of seven nationally known arbitrators supplied by the American Arbitration Association, Chicago office, and the decision or 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 and decision of the Joint Arbitration Board.

ARTICLE IX **INVALIDITY AND SEVERABILITY**

In the event of the invalidity of any provision of this Agreement, the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect.

ARTICLE X **DURATION, AMENDMENT AND TERMINATION**

Section 1. Term. This Agreement shall become effective June 1, 2009 and remain in effect to and including May 31, 2012. It shall continue in effect from year to year thereafter, June 1st to and including May 31st of each year, unless for amendment or termination is given in the manner provided herein.

Section 2. Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other party in writing at least one hundred and twenty (120) days prior to June 1, 2012 and prior to any year thereafter. Whenever notice is given for amendments) the nature of the amendments) desired must be specified in the notice, and until a satisfactory conclusion is reached therein, the original provisions) of the Agreement shall remain in full force and effect.

Section 3. Mutual Amendment at any Time. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be executed in the same manner, as was this Agreement. It is stipulated and agreed by and between the Parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association) in approving this contract 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 contract in any manner whatsoever.

ARTICLE XI

WAGES AND FRINGE BENEFITS

Section 1. Wages. The wages for Cement Masons shall be the amount set forth in Appendix A, Wages and Benefits of this Agreement as specified for Cement Masons and Cement Mason Foreman.

Section 2. Bond. The Union may require any contractor signatory to this Agreement to post a surety bond to cover wages and benefits in an amount up to Fifty Thousand Dollars (\$50,000.00). The Union will not require a Northwest Indiana Contractors Association contractor to post a bond unless they have been delinquent for more than 30 days paying for wages or benefits.

Section 3. Health & Welfare and Pension.

Health and Welfare Fund: The Employer agrees to contribute the amount set forth in Appendix A, Wage and Benefits, for Health & Welfare, for each hour worked by each employee covered by this agreement into a general fund hereinafter known as the "Indiana State Plasterers and Cement Masons Health and Welfare Fund".

Pension Fund: It is mutually agreed by the Parties to this Agreement, that the Employer shall become a part of the Pension Fund, established by the Cement Masons Industry Pension Fund of Hammond Indiana and Vicinity Local #165 Pension Fund. The contribution by the Employer shall be as set out in Appendix A, Wages and Benefits, for Pension for each hour worked per week by the Employees.

Payments shall be made in accordance with the rules and regulations as adopted by the Trustees of the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund, and other trust funds established by the Union, and participating Employers. The Employer agrees to be bound by the Agreement and Declaration of Trust that established the aforesaid Trusteeship. The Employer designates as his representative among the Trustees of said Fund, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as the Document may be amended from these various Funds, shall be administered in accordance with all provisions of applicable law.

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 Employers and the Union. An impartial trustee shall be appointed by the joint action of both parties hereto. Said funds shall be maintained only for purpose of purchasing any or all of the following benefits for and on behalf of said employees: Group Term Life Insurance, Disability Benefits, Hospital, Surgical and Medical Care, Pension.

Section 4. Vacation. The Employer agrees to deduct the amount set forth in Appendix A, Wages and Benefits for the Vacation Fund.

Section 5. Further, it is agreed that the amount of working dues check-off per hour that is to be deducted from the employee's earned income shall be an amount duly established by the Union

in accordance with their by-laws and constitution. Said deduction shall only be made from the employee's wages after the employer has been duly furnished a proper authorization card by the employee as called for by Labor-Management Law.

Hold Harmless. The Union agrees to hold the EMPLOYER free from all liability in connection with the collection of its own working assessment (dues) check-off, except for ordinary diligence and care in transmittal of the monies to the UNION.

Section 6. Colored Materials, Scatter on Dust—on Hardness or Steel Dust, Power Machines and Power Grinders Operators. Employees actively working with colored materials, gypsum, gunite and/or scattered or dust-on hardness and/or steel dust or any combination of the aforesaid materials or employees operating power machines or power grinders of any kind shall receive twenty-five (.25) cents per hour more than the regular journeyman's scale of wages, for the employees entire work day (minimum of eight (8) hours), and the applicable overtime rate of said twenty-five cents (.25) when overtime premium for the hours during the same work day. Employees required to perform dry grinding with high-speed power grinders shall be furnished individual respirators and the employed Cement Masons working at that vicinity, and when this operation is performed in closed quarters, ventilation shall be provided.

Employees actively working with toxic epoxies shall receive fifty (.50) cents per hour more than the Journeyman's scale of wages, but not to be paid for less than eight (8) hours.

Section 7. Employees who operate any power trowel and/or float machines and applies the above materials shall receive fifty (.50) cents per hour more than the journeyman's scale of wages, but not to be paid for less than eight (8) hours.

Section 8. Health and Safety. Cement Masons on the job shall be supplied with all necessary equipment when handling material that is dangerous to their health, such as rubber gloves, goggles, respirators and other articles necessary to perform such jobs. All safety equipment necessary to perform work MUST be OSHA approved.

Section 9. The Employer has established a Trust Fund to be known as the CONSTRUCTION ADVANACEMENT FOUNDATION OF NORTHWEST INDIANA, which trust fund shall be used to establish and conduct educational programs for the general public, employer members, employee members, and others with respect to new techniques, ideas, and methods which will improve the industry and increase the contribution that the industry and its employees can make to the community, and to carry out such other purposes as may be set forth in the Agreement and Declaration of Trust executed by said Association and said Trustees with the purpose and intent to promote, support, and improve the interest and common good of the construction industry of the area.

The EMPLOYER shall pay to the CONSTRUCTION ADVANCEMENT FOUNDATION OF NORTHWEST INDIANA twelve cents (.12) for each our worked by all EMPLOYEES of the EMPLOYER covered by this Agreement or any modification to it. Modifications shall include Presidential Agreements, project agreements and the NEA maintenance agreements. Also BCRC, the Employer shall pay to the BCRC eight cents (.08) for each hour worked by all

employees of the employer covered by this Agreement or any modification to it. Modification shall include presidential agreements, project agreements and the NEA maintenance agreements. Such payments shall be made monthly to BCRC.

Payments required to be made to said fund shall be deemed to be governed by the provisions of this Agreement pertaining to the enforcement as to the collection of other payments required to be made by the Employer.

Section 10. The Employer agrees to contribute the amount set forth in Appendix A, Wages and Benefits for the amount specified for Apprenticeship.

Section 11. Employees working on elevators, stages, or swinging scaffolds over twenty-five feet high, shall be paid twenty-five cents (\$0.25) per hour more than the journeyman's scale for the standard work.

Section 12. One check must be made payable to the Indiana State Council Plasterers and Cement Masons Health and Welfare Fund (ISC P&CM H&W Fund) and mailed to HealthSCOPE Benefits at P.O. Box 50440, Indianapolis, IN 46250 for all Deductions and Fringe Benefit Contributions. (Health & Welfare, Pension, Apprentice Fund, C.A.F., B.C.R.C., Vacation, and Work Assessment.)

Section 13. Local #692 – Area #165 and the Association signatory to this Agreement may, by a written amendment signed by all such parties, increase the hourly contribution rate to any of the Trust Funds by decreasing the hourly wage rate (or the hourly contribution rate for any of the other Trust Funds) by the same amount. Any such changes shall not increase the total per hour amounts paid by employers. The Union shall promptly give notice to all contributing employers of any such changes.

Section 14. The Union and the Employer herewith agree to work together towards a goal of completing a commercial agreement by June 1, 2010 with the first meeting to occur in August 2009.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement effective June 1, 2009.

**NORTHWEST INDIANA
CONTRACTORS ASSOCIATION**

**PLASTERERS AND CEMENT MASONS
LOCAL 692 – AREA 165**

**LOUIS D. KETCHUM - BUSINESS AGENT
610 E. MAIN STREET
GRIFFITH, INDIANA 46319
(219) 743-1513**

APPENDIX A

**ARTICLE XI
WAGES AND BENEFITS
OPERATIVE PLASTERERS & CEMENT MASONS LOCAL #692
AREA #165 HAMMOND INDIANA CEMENT MASONS**

June 1, 2009 through May 31, 2012

Section 1. Wages and Benefits

The following amounts outlined for each Area shall be paid for each hour worked by each employee.

	<u>Area 165</u>
Journeyman	\$ 35.53
Foreman (10% above Journeyman)	\$ 39.08
General Foreman (.50 above Foreman)	\$ 39.58
Health and Welfare	\$ 7.82
Pension	\$ 8.35
Apprentice	\$ 0.40
Industry	\$ 0.12
BCRC	\$ 0.08
Vacation Pay (Deduct)	\$ 5.00
Working Assessment (Deduct)	\$ 2.35
International Assessment (Deduct)	\$ 0.52
TOTAL PACKAGE	\$ 52.30

Effective January 1, 2010 there will be a fifty cent (\$0.50) increase disbursed twenty five-cents (\$0.25) to Health & Welfare and twenty-five cents (\$0.25) to Pension.

Effective June 1, 2010 there will be a one dollar fifty-eight cent (\$1.58) increase to be disbursed as voted by the membership.

Effective June 1, 2011 there will be a one dollar sixty-three cent (\$1.63) increase to be disbursed as voted by the membership.

The contribution rates set forth under Article XI, Section 1, Appendix A, for each hour worked covered by this Agreement for Area 165 for Health & Welfare, Pension, Vacation Apprenticeship, Dues Check-Off, BCRC, and Industry Funds shall be combined into one check made payable to the Indiana State Council of Plasterers & Cement Masons H&W and Pension Fund (ISC P&CM H&W Fund) and mailed to P.O. Box 50440, Indianapolis, Indiana 46250.

The Union reserves the right to divert any future increase from wages to benefits upon thirty (30) days written notice to the contractor.