



## AGREEMENT KEYSTONE AREA

THIS AGREEMENT made and entered into this \_\_\_\_\_ day in the month of \_\_\_\_\_ in the year \_\_\_\_\_ by and between:

AND

- CEMENT MASONS LOCAL UNION NO. 526 - *ed active members n 511*

OF THE

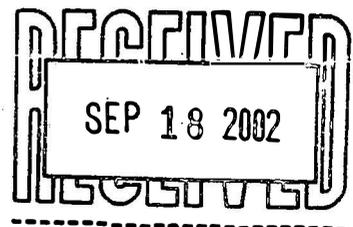
*Pittsburgh*

OPERATIVE PLASTERERS' AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION OF THE  
UNITED STATES AND CANADA

HAVING JURISDICTION IN THE FOLLOWING COUNTIES:

BEDFORD, BLAIR, CAMBRIA, CENTRE, CLINTON, HUNTINGDON,  
MIFFLIN, AND SOMERSET

JULY 1, 2002 TO MAY 31, 2005



## LAW ENACTMENT

Any provisions herein contained that are contrary to or held to be in violation of the law on the part of either party hereto by any Federal, State, or Municipal law now in force and effect or that may hereafter be enacted and effective, shall have no force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

This contract made and entered into this 1<sup>st</sup> day of July, 2002 by and between the KEYSTONE CONTRACTORS ASSOCIATION, whose name or firm is so affixed and Local Union No. 526 of the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA. The party of the first part shall be the Contractor and Contractors Association, and shall be binding through the Contractors, etc. on all sub-contractors, etc. The party of the second part shall be the Plasterers and Cement Masons Local No. 526, being a subordinate local of the Operative Plasterers and Cement Masons International Association of the United States and Canada.

WITNESSETH: That all parties, each in consideration of the hereinafter made mutual promises and covenants of the other do, by these present agree to perform all the provisions hereof, and to stand responsible for the performance by their members and each of them of the provisions hereof.

“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 part 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.

It is further stipulated and agreed that the approval of the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International Constitution and By-Laws is approved as to form and substance for that purpose only and no other.”

**ARTICLE I**  
**PERIOD OF AGREEMENT**

SECTION 1. This agreement shall be binding and in effect upon the parties hereto for the period from July 1, 2002 to May 31, 2005, inclusive dates, AND MAY BE AMENDED FROM TIME TO TIME in the interest of the parties and the cement masons craft by mutual consent.

SECTION 2. Notice of change required: In the event that either party hereto shall desire a change in the stipulated wage scales or hours of labor contained herein to become effective upon the expiration of this agreement, notice thereof in writing, via certified mail, shall be mailed to the other party sixty (60) days prior to the expiration date hereof. Such notice shall state in detail the changes desired or proposed and no other.

SECTION 3. Lack of notice: In the event that either party hereto fails to comply with Section 2 hereof, this agreement shall remain in full force and effect for one (1) year, i.e., from June 1, 2005 to May 31, 2006, and annually thereafter in the absence of such notice.

SECTION 4. It has been further agreed that the provisions of this contract will be binding for its full term for the territory covered by BEDFORD, BLAIR, CAMBRIA, CENTRE, CLINTON, HUNTINGDON, MIFFLIN, and SOMERSET counties in the event any of the Locals should be united with other Locals of the Internationals as approved by the Executive Board of the International Union.

**ARTICLE II**  
**TRADE JURISDICTION**

SECTION 1. The party of the second part shall have jurisdiction over all concrete construction, including the 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, rock asphalt, the laying and spreading and finishing of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish. Mastic flooring when laid free handed (and in

pre-cast form if the National Referee for settlement of jurisdiction disputes so decides) and all other types of resilient floors that are laid in the usual manner employed by cement masons, the finishing or washing of all concrete construction, using any color pigment when mixed with cement, in any other form-composition, magnesium oxchloride composition, rubbing or grinding, oxychloride granolithic 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, and spading of all concrete in the spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all base six (6) inches or less in height when floors of the above mentioned materials are used, the patching, brushing, chipping and bushhammering, rubbing and grinding if done by machine or carborundum stone of all concrete construction, the setting of all strips, screeds, stakes, and grades and curb forms. All glass set in cement. The pointing, patching and caulking around all steel or metal frames that touch concrete. The laying and finishing of Gypsum Material roofs. The installation of any seamless flooring material of whatever nature, together with any under-layment or preparation of the surface to receive the said seamless flooring. All dry packing, grouting and finishing in connection with setting all machinery such as engine pumps, generators, air compressors, tanks and so forth, that is set on 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 specifications 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 be not defeated.

SECTION 2. The spreading of all types of under-layment to receive tile or other types of floor covering and the patching of same shall be the work of the Cement Mason.

SECTION 3. Cutting off wall ties, etc. shall be the work of the Cement Masons.

SECTION 4. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Ironite, Plasterweld, and any similar products, regardless of the tools used or the method of application, or the color of materials used and regardless of the type of base these materials may be applied to.

SECTION 5. Laborers or other crafts shall not be permitted to patch concrete of any description.

SECTION 6. Contractor or party of the first part shall employ cement finishers when any concrete is being poured on the job site. No laborer or other crafts shall be permitted to level off footing, etc.

### ARTICLE III

SECTION 1. Power floats, troweling machine, scarfing machine, bushhammers, power driven vibrating straight edges of any type shall be operated by the Cement Masons. Floors or other form of concrete materials that are to be finished shall first be broken down by hand and shall be hand troweled after the operation of all power floats and troweling machines, etc. No floors or concrete slabs, etc. shall be left under a darby or bull float, power float or troweling machine finish, unless specified. The applying of broom or rake finish shall be the work of the Cement Mason.

SECTION 2. Cement Masons or apprentices operating all power tool – power floats – troweling machines – grinders – scarfing machines – bushhammers – power driven vibrating straight edges, etc., shall receive fifty cents (\$.50) per hour over the regular hourly wage of the Journeyman or Apprentice for the time spent on such operations.

SECTION 3. No swinging scaffolds or boswain chairs shall be operated after 4:30 P.M. except in the case of emergency which shall be approved by business manager. Cement Masons or apprentices working on swinging scaffolds or boswain chairs shall receive twenty-five cents (\$.25) per hour over the journeyman's rate.

SECTION 4. Operators engaged in abrasive dry grinding and scoring will be paid one dollar (\$1.00) per hour above the journeyman's rate.

SECTION 5. Respirators as approved by the Safety Mine Department and goggles shall be issued to the Cement Mason before grinding is done. On all ceiling or overhead work, face shield shall be issued. The cement masons shall be held responsible for same and shall return same to the employer. Pads or sponges used in such respirators shall be supplied by the employer. In closed rooms, the employer shall comply with the laws of the Commonwealth of Pennsylvania and install exhaust fans to remove dust, etc. and install fresh air inlets.

## ARTICLE IV

SECTION 1. All employees who are members of the Union on the effective date of this agreement shall be required to remain members of the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members of the Union as condition of employment from and after the eighth (8<sup>th</sup>) day following the dates of their employment, of the effective dates of this agreement, whichever is later.

## ARTICLE V WAGE RATES

### SECTION 1.

EFFECTIVE DATE	WAGE RATE	HEALTH & WELFARE	PENSION	INDUSTRY ADVANCEMENT	APPRENT. TRAINING	SUPPL. INCOME	SAVINGS & ANNUITY	TOTAL PACKAGE
7/1/02	\$20.00	\$4.20	\$2.00	\$0.09	\$0.11	\$1.23	\$0.40	\$28.03
6/1/03	\$20.47	\$4.35	\$2.05	\$0.09	\$0.12	\$1.23	\$0.52	\$28.83
6/1/04	\$21.08	\$4.44	\$2.11	\$0.09	\$0.12	\$1.31	\$0.53	\$29.68

On private work which is under contract to the general contractor for which the cost or bid is one and one-half million dollars (\$1,500,000.00) or less the base rate of pay for the Cement Masons shall be eighty percent (80%) of the rate shown above. Full fringe benefits must be paid. The dollar volume of work to be performed by other prime contractors on the project shall not be used to determine the one and one-half million dollars maximum. The eighty percent rate (80%) shall not apply to power plants, steel mills, paper mills, or work on which a rate has been predetermined by an agency of the State of Federal Government, unless the predetermined rate is less than the eighty percent (80%) rate referred to by this section. Nothing in this agreement shall preclude the Union and the Association from negotiating separate project agreements for work on projects that exceed the one and one-half million dollars limitation referred to in this section.

SECTION 2. Apprentice Cement Masons shall be paid a percentage of the above rate on the following basis:

1 <sup>st</sup> year 1,000 hours.....	50% of Journeyman's rate
2 <sup>nd</sup> year 1,000 hours.....	75% of Journeyman's rate
3 <sup>rd</sup> year 1,000 hours.....	90% of Journeyman's rate

SECTION 3. Overtime shall be paid on Saturdays, Sundays, and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, with no work to be done on Labor Day whatsoever except for the protection of life or property.

SECTION 4. The rate paid the Cement Mason's foreman shall be fifty cents (\$.50) per hour over the Journeyman's rate.

## ARTICLE VI

SECTION 1. Eight (8) hours per day shall constitute a day's work from Monday through Friday, inclusive. The Employer may schedule all employees for the normal work day starting at the hours of 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M., OR 8:00 A.M. without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay. All work scheduled changing the above starting and quitting times shall be for cause. The Business Manager or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the work schedule and the work schedule shall prevail for a minimum of five (5) days. The Employer must schedule all of his employees for work at the same time on a particular project.

However, starting times on concrete placement operations employing six (6) or more Cement Masons may be staggered up to two (2) hours before or two (2) hours after the regular starting time. No Cement Mason shall start after 9:00 A.M. Utilization of this provision requires a meeting with the Union to determine the manpower requirements and the staggered start schedule.

SECTION 2. All work over eight (8) hours shall be classified as premium time. When overtime is worked on any project, all Cement Masons working on such project shall be eligible for such overtime. A foreman shall be in charge of all overtime work regardless

of the number of men working. Time and one-half over eight (8) hours a day. Saturday, when utilized as a make-up day will be a straight time day. If not worked as a make-up day Saturday will be time and one-half. Saturday may be used as a make-up day only when a week day has been lost due to inclement weather. Sunday and Holiday work shall be paid at the double time rate.

SECTION 3. The employer shall give forty-eight (48) hours previous notice to the Business Manager or his representative when requesting men to report for work.

SECTION 4. When two or more shifts are required, the first shift shall work eight (8) hours and receive the regular straight time rate of wages. The second shift and third shift shall work seven (7) hours and receive eight (8) hours straight time rate of pay. Shift time shall mean the hours worked between 4:30 P.M. and 8:00 A.M. whether or not there has been a previous shift worked. Each of the second and third shifts shall work their fifth shift of the week at the straight time rate of wages; seven (7) hours of work for eight (8) hours pay. Shift overtime made after midnight Saturday until 8:00 A.M. Sunday shall be paid the Saturday rate as agreed.

SECTION 5. REPORTING FOR WORK: All men who report to the project site shall receive two (2) hours "show-up" time (provided they have not been notified of the cessation work.) Notification of cessation of work must be given to the foreman or the Cement Finisher on the job, if there is no foreman, two and one-half (2 ½) hours prior to starting time. The two and one-half (2 ½) hour notification may be shortened by mutual agreement between the job superintendent and the Cement Mason Foreman or Cement Finisher. If after reporting, work proceeds long enough for them to start with their tools, they shall receive four (4) hours pay. If the work is not completed by the noon hour and the men are required to work more than four hours they shall receive eight (8) hours pay.

## ARTICLE VII

SECTION 1. The employer and the Union, parties to this agreement hereby agree they will not jointly or several discriminate against any applicant for such work as covered by this agreement, because of membership or non-membership in the Union, race, creed, religion, national origin or sex. New employees shall be required to become and remain members of the Union as a condition of employment as set forth in Article IV.

## ARTICLE VIII

SECTION 1. General Contractors shall hire journeyman and apprentices through the Business Agent; however, should the Business Agent be unable to supply men the contractor may avail himself of other sources of supply, with the approval of the Business Agent.

## ARTICLE IX

SECTION 1. TOOLS: All workmen shall furnish their own tools necessary to the trade, also take care of and be able responsible for all tools and materials placed under their charge and shall immediately report any missing tools or materials that may have been destroyed or stolen.

## ARTICLE X METHODS OF PAYING WAGES

SECTION 1. Cement Masons and Apprentices shall be paid on the job or at the employer's office, not later than 1:00 P.M. When employees are obliged to wait for their pay, such waiting time shall be paid at straight time rate of pay, and shall be confined to regular working hours, except that an initial penalty of two (2) hours may be imposed after the regular working hours of the day on which the pay was due.

ALL WAGES SHALL BE PAID IN CASH. IF PAID BY CHECK, ONE (1) HOUR SHALL BE GRANTED TO CASH CHECK. NO EMPLOYER SHALL MAIL CHECK TO EMPLOYEE'S RESIDENCE UNLESS ONE IS REQUESTED IN WRITING BY EMPLOYEE.

SECTION 2. LAY-OFF: When an employee is laid off, he shall be paid immediately. When employees quit on their own accord, they shall wait until their regular pay day for the wages due to them. If a job lasts five (5) or more days, the

Cement Mason will, on the day he is laid off, receive eight (8) hours pay for seven hours worked. This shall not apply if the job is four (4) days or less.

## ARTICLE XI SUPERANNUATED EMPLOYEES

SECTION 1. One out of every ten (10) cement masons employed on a job may be a superannuated Cement Mason. Superannuated employees shall not be permitted to work for less than seventy percent (70%) of the established journeyman's wages.

## ARTICLE XII FOREMAN

SECTION 1. All foreman over concrete construction work and as defined in Article II and all foreman over Cement Masons and Apprentices shall be qualified Cement Masons.

Foreman employed on a full-time basis will be guaranteed forty (40) hours per week. Foreman employed four (4) days or fewer than four (4) days, will not be considered as full-time foreman and will be paid only for actual time worked.

Foreman over Cement Masons shall take orders from the General Superintendent and shall be responsible only to him for work performed.

SECTION 2. A working foreman shall be designated after two (2) or more masons are employed on the job site. Foreman shall be paid not less than fifty cents (\$.50) per hour in excess of the journeyman rate. No foreman shall work with his tools after four (4) men are employed. When any job requires more than one foreman, there shall be one (1) designated as general foreman.

## ARTICLE XIII WORKING RULES

SECTION 1. Unless Cement Masons or Cement Mason Apprentices are relieved of their duties and formally laid off, all time spent on the job due to interruptions of productions, weather conditions, and the like shall be considered as working time.

If a Cement Mason or Cement Mason Apprentice is laid off or discharged on a job beyond the area of agreement by this agreement, actual traveling time from the job to the office shall be paid by the Employer.

SECTION 2. REPORTING FOR WORK: When men are regularly employed and report for work, or when they are hired and bring their tools on the job and are not placed at work, they shall receive two (2) hours pay. After starting, men shall be governed by Article VI, Section 5 of this agreement.

SECTION 3. All Cement Masons and Apprentices shall be entitled to a coffee break not to exceed ten (10) minutes in length per day. (The time the break may be taken shall be determined by the foreman.)

SECTION 4. STARTING TIME: All Cement Masons shall be ready to start work at the scheduled starting time (see Article VI). No time shall be lost while waiting for materials to dry out, etc. that finish may be applied. Overtime rate shall be paid for work performed during the lunch or dinner period.

SECTION 5. Employees shall not leave the work while materials are setting up. When men are ordered to leave work unfinished by orders of the employer or his agent, they shall not return to said work until starting time the following day and said work must be completed at double time.

SECTION 6. All employers shall provide a room or space, same to be set aside from other crafts by partitions, which shall have sufficient light and ventilation to safeguard the health of the masons and shall be safeguarded from the loss of tools. The employer shall be held responsible for the theft or loss by fire. Heat shall be provided by the employer when same is requested.

SECTION 7. When an employer reduces his employment, the men shall be laid off in the inverse order of their employment when the element of competency shall be considered or man so selected by the foreman.

SECTION 8. SCARCITY OF EMPLOYMENT: When a scarcity of employment occurs, the parties hereto shall meet and arrange an employment schedule to provide a suitable distribution of earnings among the greatest number of employees. Such schedule may be discontinued by mutual agreement of the parties hereto.

#### ARTICLE XIV

SECTION 1. The Business Manager shall appoint shop stewards, who shall be bona fide members of Local No. 526 in good standing. It shall be the duty of the steward to see that all journeyman and apprentices working on the job are employed in accordance with the provisions of Article IV and he shall report any violation of this agreement on the part of the Contractor. In case any employee is injured on the job or requires medical attention, he shall remain with the employee until he is professionally cared for.

#### ARTICLE XV BUSINESS AGENT

SECTION 1. The Union's Business Representative shall have access to all jobs over which the employer exercises control of entry.

SECTION 2. The Employer shall provide the Business Manager with the name and hours worked of each Cement Mason or Apprentice employed, if requested.

**ARTICLE XVI**  
**GRIEVANCE AND ARBITRATION**

**SECTION 1.** The Keystone Contractors Association, Inc. and the Union shall each designate three (3) representatives to serve as its members on a Joint Arbitration Committee.

**SECTION 2.** Should any dispute arise as to the interpretation, application, or claimed violation of any provision of this Contract, the dispute shall be settled in the following manner:

- (A) The Employer's designated representative and the Union Steward shall meet to discuss the dispute and attempt to render a decision within twenty-four (24) hours from the time the dispute is brought to the other party's attention.
  
- (B) If no agreement is reached in Step (A) above, the Union's Business Representative and the Employer's designated representative shall meet within twenty-four (24) hours in an effort to resolve the dispute.
  
- (C) If no agreement is reached in Step (B) above, the Business Manager of Local No. 526 and the Executive Director of the Keystone Contractors Association, Inc. or their designated representatives, shall meet within twenty-four (24) hours in an effort to resolve the dispute.
  
- (D) If the dispute is not resolved in Step (C) above, the matter shall be submitted to the Joint Arbitration Committee for determination upon the written request of either the Union or the Keystone Contractors Association, Inc. The Joint Arbitration Committee shall meet within forty-eight (48) hours after such request is made in an effort to resolve the dispute.
  
- (E) Notwithstanding the provisions of Steps (A) through (D) above, if either the Employer or the Union regards a dispute to be of an emergency nature, the dispute may be submitted immediately to Step (C) of the grievance procedure, without the necessity of going through Steps (A) and (B).

- (F) Should the Joint Arbitration Committee be unable to resolve the dispute, it shall promptly be referred to an impartial arbitrator for determination. The impartial arbitrator shall be chosen in the following manner: In the event any grievance, dispute, disagreement, interpretation, application, or claimed violation of any provision of this Contract is contemplated by Section 2 hereof remains unsettled, the following negotiations as provided in paragraph (D) of this Section may be formally referred in writing by either or both parties to the American Arbitration Association for the purpose of arbitrating the unsettled manner. In order to be valid, such written notification to the American Arbitration Association must be made within ninety-six (96) hours from the date written answer is given following the meeting of the Joint Arbitration Committee and a copy of such notification shall be sent to the Employer or to the Union as the case may be. In the event such formal referral is not made within the ninety-six (96) hour time limit, the grievance shall be considered settled on the basis of the last decision and not subject to further appeal. A grievance properly submitted to the American Arbitration Association shall be considered by an arbitrator designated by the Association and arbitration shall proceed under the Voluntary Labor Arbitration Rules then obtaining if the American Arbitration Association is unable to appoint an arbitrator on the basis of preference of the parties with respect to the first list of arbitrators submitted to the parties in accordance with its rules, a second list of not less than five (5) arbitrators shall be submitted to the parties for their consideration before the American Arbitration Association may otherwise appoint the arbitrator. The arbitrator when fully constituted shall proceed to consider the dispute or grievance without delay and shall render his decision promptly following the conclusion of his taking of evidence into the matter. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be limited to determining the questions involving the interpretation or applications of the terms of this agreement or any other agreement made supplementary to this agreement. Expenses of the impartial arbitrator shall be shared equally by the Employer and the Union.

SECTION 3. In computing the time limits under Section 2 above, Saturdays, Sundays, and Holidays shall be excluded.

SECTION 4. It is the intention of the parties that a dispute involving a monetary claim or a claimed violation of the responsibilities of the parties, be resolved as quickly as possible. Accordingly, the impartial arbitrator shall hold the hearing and decide the dispute with the utmost promptness.

SECTION 5. The award of the impartial arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The impartial arbitrator shall have authority only to interpret and apply the provisions of the Contract, and he shall have no authority to add to, detract from, or alter its terms.

## ARTICLE XVII JURISDICTIONAL DISPUTES

SECTION 1. This agreement is to be governed by the provisions of the plan for settlement of jurisdictional disputes as adopted by the Building Trades Department of the American Federation of Labor, the Associated General Contractors of America, and the National Association of Construction Employers in the Construction Industry. Pending decision by the National Joint Board the party of the second part agrees that there shall be no cessation of work, slow down, etc. The party of the first part agrees that there shall be no lock out or refusal to continue work.

## ARTICLE XVIII

APPRENTICES: The employment and training of apprentices shall be in accordance with the policies and recommendations of the "National Apprenticeship and Training Standards for Cement Masonry, Asphalt, and Composition Trade."

## ARTICLE XIX HEALTH AND WELFARE-EMPLOYER'S CONTRIBUTION

SECTION 1. During the term of this Contract and any renewal or extension thereof, the Employer shall pay into the Cement Masons' Local 526 Welfare Fund the applicable portion of the wage rate payments to said Fund as specified in Article V of this Contract, for all employees covered by this Contract, and shall remit said monies to Cement Masons' Local 526 Combined Funds in the method and manner provided for in Article XXVI, entitled Consolidated Report and Check.

Payments shall be made not later than the thirtieth (30<sup>th</sup>) day of the month following the month for which the employee worked.

SECTION 2. All the terms and provisions of the Agreement and Declaration of Trust creating the Fund, as amended, are accepted by the parties hereto and a copy of said Agreement and Declaration of Trust, as amended, is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit A.

The Employer shall be subject to the collection practices and their policies determined by the Fund Trustees in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

## ARTICLE XX PENSION-EMPLOYER'S CONTRIBUTION

SECTION 1. During the term of this Contract and any renewal or extension thereof, all Employers shall pay into the Cement Masons' Local 526 Pension Fund the applicable portion of wage rate payments to the said Fund, as specified in Article V of this Contract, for all employees covered by this Contract, and shall remit said monies to Cement Masons' Local 526 Combined Funds in the method and manner provided in Article XXVI, entitled Consolidated Report and Check.

Payments shall be made not later than the thirtieth (30<sup>th</sup>) day of the month following the month for which the employee worked.

SECTION 2. All the terms and provisions of the Agreement and Declaration of Trust creating the Fund, as amended, are accepted by the parties hereto and a copy of said Agreement and Declaration of Trust, as amended, is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit B.

The Employer shall be subject to the collection practices and policies determined by the Fund Trustees and in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

**ARTICLE XXI**  
**SUPPLEMENTAL INCOME-EMPLOYER'S CONTRIBUTION**

**SECTION 1.** During the term of this Agreement, all Employers shall agree to pay the designated Supplemental Income Fund Contribution (see Article V) of the wage rate payments to the Cement Masons' Local 526 Supplemental Income Fund for any employee covered by this agreement. Said monies shall be remitted to Cement Masons' Local 526 Combined Funds in the method and manner provided for in Article XXVI, entitled Consolidated Report and Check.

Payments shall be made not later than the thirtieth (30<sup>th</sup>) day of the month following the month for which the employee worked.

**SECTION 2.** All the terms and provisions of the Agreement and Declaration of Trust creating the Funds, as amended, are accepted by the parties hereto and a copy of said Agreement and Declaration of Trust, as amended is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit c.

The Employer shall be subject to the collection practices and policies determined by the Fund Trustees in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

**ARTICLE XXII**  
**SAVINGS AND ANNUITY FUND-EMPLOYER'S CONTRIBUTION**

**SECTION 1.** During the term of this Agreement, all Employers shall agree to pay the designated Savings and Annuity Fund Contribution (see Article V) of the wage rate payments to the Cement Masons' Local 526 Savings and Annuity Fund for any employee covered by this agreement. Said monies shall be remitted to Cement Masons' Local 526 Combined Funds in the method and manner provided for in Article XXVI, entitled Consolidated Report and Check.

Payments shall be made not later than the thirtieth (30<sup>th</sup>) day of the month following the month for which the employee worked.

**SECTION 2.** All the terms and provisions of the Agreement and Declaration of Trust creating the Fund, as amended, are accepted by the parties hereto and a copy of said

Agreement and Declaration of Trust, as amended, is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit D.

The Employer shall be subject to the collection practices and policies determined by the Fund Trustees in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

### **ARTICLE XXIII** **INDUSTRY ADVANCEMENT FUND**

**SECTION 1.** Effective July 26, 1999 and continuing thereafter, during the term of this Contract or any renewal, or extension thereof, the Employer shall pay nine cents (\$.09) per hour of each hour worked by each employee to the Industry Advancement Fund of the Keystone Contractors Association, Inc. in accordance with the hourly wage rates as set forth in Article V of this Contract.

All Employer payments to the Industry Fund shall be remitted to the collection agent for the Industry Advancement Fund in the manner and method provided under Article XXVI, entitled Consolidated Report and Check.

**SECTION 2.** The monies collected by the collection agent for the Industry Advancement Fund shall be paid over to the Keystone Contractors Association, Inc. Industry Fund, and the Custodian of the Fund shall deposit said monies in a separate bank account for the purposes hereinafter set forth.

**SECTION 3.** The Industry Advancement Fund of the Keystone Contractors Association, Inc., will be used by its Custodian for the following purposes: Promoting the common good by carrying on activities which may include, but not be restricted to, the promotion of safety, market development, the protection of legitimate markets, standardization of contracts, public relations, labor relations, education, apprenticeship and advanced training programs, research and the provisions of means and methods whereby the general contractors may avail themselves of combined efforts in securing for themselves and their workmen just and honorable dealings with the public whom they serve.

**SECTION 4.** The Fund shall not be used either directly or indirectly for lobbying in support of anti-labor legislation, to subsidize contractors during a period of work stoppage or strike, to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated locals or for any activity injurious to the Union or any of its affiliated locals.

SECTION 5. The establishment of this program is subject to all applicable Federal and State Laws.

SECTION 6. Any provisions of this Article which is in conflict with any valid Federal or State Law shall be amended by the parties to this Contract to comply therewith. All other provisions of this Article shall not be rendered invalid and shall remain in full force and effect.

SECTION 7. An employer who is otherwise bound by the terms of this Collective Bargaining Agreement, but who refuses and is not required to make payments to the Industry Advancement Fund as required by this Article shall pay twice the amount of the money, eighteen cents (\$.18) per hour, for each hour worked by each employee to the Cement Masons' Local 526 Health and Welfare Fund to be used for the administration of said Health and Welfare Fund.

SECTION 8. All the terms and provisions of the Agreement and Declaration of Trust creating the Fund, as amended, are accepted by the parties hereto and a copy of said Agreement and Declaration of Trust, as amended, is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit E.

The Employer shall be subject to the collection practices and policies determined by the Fund Trustees in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

**ARTICLE XXIV**  
**JOINT APPRENTICESHIP AND JOURNEYMAN TRAINING**  
**PROGRAM**

SECTION 1. There is a Joint Apprenticeship and Journeyman Training Program for the training of individuals for journeyman cement masons trade and for advanced and continuing training of the journeyman cement mason.

**ARTICLE XXV**  
**DUES CHECK-OFF**

SECTION 1. The Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorization for such deductions, union membership dues in the amount of four percent (4%) of Base Wage worked by each employee.

SECTION 2. In order to finance the supplemental expenditures normally incurred, it is agreed that ten cents (\$.10) per hour for each hour worked of the Dues Deduction shall be accounted for separately and used solely for purposes stated; i.e., the printing of labor agreements, reporting forms and other papers; payment of fiduciary insurance for Union Trustees; paper, postage, telephone, and supplies; provide for the cost of distribution of the moneys to the respective funds; expenses incurred for meetings; time and money spent in correlating the detection and enforcement of delinquent contributions; charges by the bank for servicing the individual savings accounts; and other expenses incidental to the operation of the funds not paid by the respective fund administrators. Payments may be made only for authenticated and authorized expenditure(s). The remaining amount shall be forwarded to the local union.

SECTION 3. Said sums shall be reported on the consolidated report and included in the single check along with other deductions and/or contributions provided for in this agreement and forwarded to the Cement Masons Local 526 Combined Funds in accordance with Article XXVI of this Agreement.

SECTION 4. All the terms and provisions of the Agreement and Declaration of Trust creating the Fund, as amended, are accepted by the parties hereto and a copy of said Agreement and Declaration of Trust, as amended, is incorporated by reference to this Contract and made a part hereof. Attached as Exhibit F.

The Employer shall be subject to the collection practices and policies determined by the Fund Trustees in the exercise of their powers granted by the Agreement and Declaration of Trust creating the fund.

**ARTICLE XXVI**  
**CONSOLIDATED REPORT AND CHECK**

**SECTION 1.** In order to reduce the time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Health and Welfare, Pension, Industry Advancement Fund, Supplemental Income Fund, Savings and Annuity Fund, Apprenticeship Training, and Dues Check-Off as required under the terms of this Contract, it is agreed that the Employer shall consolidate all monthly payments due to any of the foregoing Funds in a single check made payable to the Cement Masons' Local 526 Combined Funds, who shall act as the distribution agent.

**SECTION 2.** In lieu of sending separate report forms to each Fund, the Employer shall prepare and send along with the single check a consolidated report form on or before the thirtieth (30<sup>th</sup>) day of the month following the month for which the report is made. The Employer shall file a report monthly even though the report may be a negative one.

**ARTICLE XXVII**  
**BOND AND PENALTY CLAUSE**

**SECTION 1.** Any Employer may be required to post a cash bond or other form of security to cover Health and Welfare, Pension, Supplemental Income, Savings and Annuity, Check-Off Dues, and Apprenticeship Funds under this Contract. The amount and the form of the bond posted and the surety posting same shall be subject to the approval of the Trustees of the several funds. The Trustees of the several funds specifically reserve the right to decide when the bond shall be posted, based on the previous delinquency records of the Employer or those Employers having no experience in the Funds.

**SECTION 2.** If an Employer shall fail to pay his Employer contributions and/or payroll deductions to the Pension Fund, Industry Advancement Fund, Health and Welfare Fund, Dues Deduction Fund, Supplemental Income Fund, Savings and Annuity Fund, and Apprentice Fund when same shall be due and payable, he shall be considered delinquent and in breach of this Agreement, and shall pay as an additional amount to cover bookkeeping costs and other incidental expenses, the sum of fifty dollars (\$50.00) or ten percent (10%) of the amount of the delinquent payment, whichever is greater, plus interest on the amount due at the rate of one percent (1%) per month until paid. In addition, the delinquent Employer shall be liable for the Trustees' reasonable expenses,

including attorney's fees and other expenses incurred in the collection of such delinquent amounts.

SECTION 3. Should it become necessary for the Trustees of the Funds and/or the Union to enter suite in a court of law to enforce compliance with the provisions and requirements of this Agreement related to reports and payments or contributions to the five funds, the Employer agrees to pay the costs. This includes counsel fees and the cost of any audits or such Employer's records required or requested.

Also, the Funds may request the Union withhold labor to employers that are delinquent in the payment of Fringe Benefits and Payroll Deductions.

**WITNESS WHEREOF, the parties hereunto set their hands and seals.**

**FOR THE EMPLOYER:**

WITNESS \_\_\_\_\_ (SEAL)

TITLE \_\_\_\_\_

**FOR CEMENT MASONS' UNION  
LOCAL NO. 526, O.P.& C.M.I.A.**

WITNESS \_\_\_\_\_ (SEAL)

TITLE \_\_\_\_\_