

**COMMERCIAL
AGREEMENT**

and

WORKING RULES

between

**CEMENT MASONS
LOCAL UNION #692 - AREA #438
(O.P.C.M.I.A.)**

and

CONTRACTORS

June 1, 2015 - May 31, 2017

**CEMENT MASONS
LOCAL UNION #692 - AREA #438
1536 Weller Avenue
LaPorte, Indiana 46350
Central Office Phone (317) 972-4720**

**Rpt. Hours: 7:00 A.M. - 4:30 P.M.
Answering Service; 24 Hours**

**Tom Graham, Business Representative
Phone (219) 363-5089**

ARTICLE I
PREAMBLE AND DECLARATION OF
PRINCIPLES

This Agreement entered into between the below names parties, engaged primarily in the building and construction industry, is for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances and disputes that may arise

If the Association has entered into (or allowed employers to enter into) another agreement with the Union that applies to work that may also be covered by this agreement, then the employer may select the agreement which applies the most favorable terms to execute the work.

COLLECTIVE BARGAINING AGREEMENT

THIS CONTRACT, made and entered into this June 1, 2015 by and between the Contractors on behalf of themselves and each of their present and future members and other contractors signatory to, engaged in the Building and Construction industry, party of the first part, and Cement Masons Local Union #692 - Area #438, subordinate of the Operative Plasterers and Cement Masons International Association of the United States and Canada, for and on behalf of the employees represented by the Union.

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. The following work shall be placed under the jurisdiction of the part of the second part insofar as not inconsistent with awards made by the National Joint Board for Settlement of Jurisdictional Disputes of area practice. Within the property line, all concrete construction in and about buildings, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alley and roofs, or mass or reinforced concrete slabs and all flat surfaces of cement, including pervious 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 concrete floors in preparing same for finish; the operation of power driven floats and troweling machines; the laying and drying of concrete floors in preparing same for finish; the operation of power driven floats and troweling machines; the laying and finishing of mastic flooring, and all other types of resilient floor covering, if laid free-handed; the finishing or washing of all concrete construction, using any color pigment when mixed with cement, mosaic and nail coat and gunniting, whether done by brush, broom, trowel, float or any other including the sawing, and scoring of concrete other than for demolition purposes, shall be the work of the cement mason; the rodding, spreading, and tamping of all concrete, and the spreading and finishing of

all top material, sills, coping, steps, stairs, and risers, and running all cement, magnesite composition, oxide chloride and plastic material 6" base or less; all preparatory work on concrete and construction to be finished or rubbed, such as cutting of nails wires, wall ties, etc.; patching, bushing, chipping and bushhammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction; setting of all stripes, screeds, stakes, and grades and curb forms; all glass set in 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, that are set on concrete foundations; all cement-mix dry-packing, including tilt-up concrete construction; all prefabricated and prestressed concrete construction on the job sites, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing, and patching of same; the curing of finished concrete, wherever necessary, whether by chemical compound or otherwise; the spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation and installation of ground or base courses, steps, and cove base; the waterproofing of all such work as by Thoroseal, Ironite and Plaster Weld, irrespective of the tools, method or colors utilized or the type of base to which material may be applied; and the setting of all expansion material. 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. All epoxy fiber fabric wrapping of concrete, and all concrete polishing systems of new concrete.

(The above operations are to be designated as Cement Masons Work.)

Section 2. Recognition. The EMPLOYER recognizes the UNION as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set forth in this agreement pursuant to Section 9(a) of the Labor- Management Relations Act. This majority status has been established by the union's unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the Unions majority 9(a) status based on the Union having shown or having offered to show an evidentiary basis of the Unions majority support. Section 9(a) status may have also resulted based on a National Relations Board certification that the Union is a majority representative of the bargaining unit covered by this agreement.

Section 3. 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, irrespective of membership or non-membership in the UNION.

ARTICLE III

HOURS OF WORK, OVER-TIME AND PAYMENT

Section 1. Work Day & Work Week.

(a) Eight (8) hours between 7:00 A.M. and 3.30 P.M. shall constitute a regular workday.

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

Section 2. Over-Time Payment. All work performed other than during the regularly scheduled workday 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. Saturdays shall be paid at the rate of time and one-half (1 1/2). All work performed on Sundays and the following holidays shall be paid at double time: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or a day designated as one of the foregoing holidays. Lunch period shall be a full one-half hour period. If the employee works completely through the established 30 minute lunch period. The employee shall receive time and one-half (1-1/2). Employees of this bargaining unit shall not be docked for supper hour when working overtime. No employee shall work more than six (6) hours without an opportunity to eat. 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. If an employee should work without a supper hour he she shall receive one-half (1/2) hour extra pay. The wage and fringe benefit package shall be paid on an hours worked basis.

Section 3. 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 4. No Work on Labor Day. No work shall be performed on Labor Day, except in the case of an emergency, and then only by mutual consent of both parties.

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 occurs. Failure to comply will result in a two (2) hour penalty to the contractor for every twenty-four (24) hours late.

Section 6. Report for Work Pay. Employees of this bargaining unit who report for work pursuant to the express or implies order of the employer but who are not put to work for any reason except weather conditions, fire, accident, or other unavoidable causes, shall receive at least two (2) hours pay, and shall be paid for all time spent on the job, if required to remain for longer than two (2) hours, Employees of this bargaining unit called to a job between 8:00 A.M. and 12:00 Noon and any employee working any part of the afternoon shall receive a full days pay. If an employee is notified to report for work by 2:30 P.M. of the previous day and 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. If an employee arrives late for the job, employee shall be paid from the time of arrival. Employees who are working shall not be docked because pour materials are not ready to finish.

ARTICLE IV
WORKING CONDITIONS

Section 1. Designation of Working Foreman. On any job where two (2) men are employed, one man will receive Foreman rate of pay (10% above Journeyman rate). No Cement Mason shall take orders from anyone other than a Cement Mason Foreman.

Section 2. Foreman. 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.

- (a) General Foreman. There shall be a general foreman assigned after there are three (3) or more foreman assigned. His responsibility shall be to coordinate the entire job only.

Section 3. Travel Expense 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 by the parties to this Agreement before the employees leave for the job.

Section 4. Floating or Troweling Machines. Whenever a floating machine or a troweling machine is operated on any floor, sidewalk, dock, or other plastic material is being placed and finished, one (1) or more employees classified as Cement Masons shall hand-float or hand-trowel after each and every operation of such machine including the final operation of the same. In addition, sufficient employees shall be maintained to precede such machine or machines in order to and that a proper slab be made. Such machines shall be operated by an employee classified as a Cement Mason and shall not be operated after one (1) or more masons have been sent home. This section may be modified by mutual agreement between the Business Agent and Employer.

Section 5. Trowel Finishing. Floors that are to be trowel finished shall not contain any material such as chloride or pozzolith or any fast-setting materials except upon advance notice to the cement mason employee. Chloride shall not be used if the outside temperature is 70 degrees or above.

Section 6. Safety Equipment. Employees required to use grinding machines shall be furnished respirators, which the EMPLOYER shall sterilize before re-issue to another man. Contractor shall also provide rubber gloves, safety glasses, or any other Safety Equipment necessary to perform the work.

Section 7. Magnesite. All Magnesite composition installation work shall be done under the direction and in the presence of a competent and qualified Magnesite Composition Cement Mason.

Section 8. 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 8. (a) 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 #438, it shall be manned by the Cement Masons, if available and qualified.

Section 9. Pouring Concrete. One (1) or more Cement Masons shall be on the job at all times when concrete is being poured to a grade. Flowable fill when used for backfill purposes only shall not require a Cement Masons so long as flowable fill is not tooled, finished, struck off, screeded, floated, trowelled or brought to a uniform grade or finish to act as a base to be constructed on.

(a). 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 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.

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 #438.

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 when said employer has four (4) or more journeyman Cement Masons. Employers must accept a registered apprentice when available. The ratio may be waived by the local joint apprenticeship committee for a temporary period of time if the need arises. The State Board of Trustees Coordinator shall be notified as to the

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.

The Apprenticeship Standards shall 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 apprentice(s) must satisfactorily complete related technical training prior to receiving period wage increases. Classes will be held from September through May each school year for a minimum of 144 hours per year; for 3 years, totaling a minimum of 432 hours over the term of apprenticeship.

Section 3. 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, Wage and Benefits. Entitled Wage & Benefit Contributions 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. 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.

Section 2. Access to Premises. The Union's Business Manager or Business Agent's, 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 appointed by the union. 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. In addition, the Steward shall have top seniority in the bargaining unit, except for the Foreman.

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 whomever they see fit, and EMPLOYERS are at liberty to employ or discharge whomever 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 this Agreement.

- (c) Fifty Percent Clause. All contractors working in the jurisdiction of Local 692 – Area 438 shall employ 50% of the work force from employees who are of Area 438, plus the odd man.

Section 5. Scope.

- (a) Occupational. This Agreement shall cover all phases of cement construction, masonry and finishing's 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.
- (b) Subcontracting. The territorial and occupational jurisdiction of the UNION, as stated in this AGREEMENT, shall be recognized to the end that if the EMPLOYEE subcontracts or contracts out such work, he shall do so only to an EMPLOYER who has or will sign a contract with the UNION, prior to beginning work on the project

site. Provisions of this Subcontracting Clause shall be suspended for any of the following conditions on a project.

1. A Signatory contractor acting in the capacity of a CMc who is complying with applicable legal public works and responsible bidder contract bidding and award requirements required by Indiana House enrolled ACT 1196. Furthermore, the employer shall have no liability under this Agreement.
 2. If contractor requests suspending this clause on a project because of non-signatory contractors are bidding on the project, then the union may grant such suspension and/or limited suspension of this clause if they determine it is in the best interest of both parties to be competitive on this project. Limited suspension of this clause would be defined to be suspension of this clause to a particular item of work claimed by this trade.
- (c) 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 Area 438 where such EMPLOYER contracts to supply labor only.
- (d) The term "equipment" in this clause is not meant to infer hand tools normally furnished by the Cement Mason.

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 an impartial umpire from a panel of seven (7) nationally known arbitrators supplied by the American Arbitration Association, Chicago office. The award of such neutral third party shall be final and binding upon all parties, provided, however, that if either party should refuse to submit such dispute or controversy to the Joint Arbitration Board of umpire, then either party shall have the right to go into Court for the purpose of enforcing such submission or compliance.

Section 5. Expense of Umpire. Expense of the impartial umpire shall be borne by the losing party.

Section 6. Strikes and Lockouts. There shall be no strike or lockout pending the deliberation of the Joint Arbitration Board.

ARTICLE IX
VALIDITY AND SAVINGS CLAUSE.

In the event any provision of this Agreement shall be finally held to be invalid or unenforceable by Federal or State Law, the remainder of the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications or substitutions of such clauses so held to be invalid.

ARTICLE X
DURATION, AMENDMENT AND TERMINATION

Section 1. Term. This Agreement shall become effective June 1, 2015 and remain in effect to and including May 31, 2017. 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, by register or certified mail by either party hereto received not less than 90 days no more than 120 days prior to the expiration date. Whenever notice is given for amendments (the nature of the Amendments) desired must be specified in the notice, and until 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.

Section 4. Prior Agreements Superseded. This Agreement superseded and renders null, void and ineffective any prior agreements between the parties and all or any provisions of such agreements.

Section 5. Territorial Boundaries. Local Union #692 - Area #438 has jurisdiction over the following territories; all of LaPorte and Starke Counties; the northern two-thirds (2/3) of Pulaski County; the eastern portion of Porter County west to but not including Chesterton in the north and west to and including Kouts in the south; the northeastern portion of Jasper County west to but not including Wheatfield.

ARTICLE XI
WAGES & 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.

- (a) In the event any Employer fails to pay fringe benefits as set forth in this Agreement, and/or fails to have sufficient funds in the bank to pay checks issued to the Employees, the Union has the right to immediately withhold and withdraw the services of its members from such Employer.
- (b) When an Employer becomes delinquent in the payment of Fringe Benefits, said Employer shall then be required to pay each individual trust fund on a weekly basis. These payments shall be mailed by certified mail in accordance with Section 1 above.

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).

Section 3. HEALTH & WELFARE AND PENSION.

- (a) Health and Welfare Fund: The Employer agrees to contribute the amount set forth in Appendix A, Wages 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”.
- (b) 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 Indiana State Council of Plasterers’ and Cement Masons’ 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 Pension Fund, 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 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:

- A. Group Term Life Insurance
- B. Disability Benefits
- C. Hospital, Surgical, and Medical Care
- D. Pension

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

Section 5. INTERNATIONAL DUES AND WORKING DUES CHECK-OFF AND INDEMNITY 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. Upon receipt of any valid written notice of the revocation of an employee's written authorization, the Employer has the right (after affording the union the opportunity to confirm the validity of the revocation), in the Employer's sole discretion, to terminate all such wage deductions until such time as: (a) the employee provides a new valid written authorization, or (b) the Employer receives a copy of a final non-appealable order of a court or administrative agency having competent jurisdiction that determines that the employee's previous written authorization is valid despite the employee's purported revocation (hereinafter "Final Order re Revocation"). If the Employer receives a new valid written authorization, the Employer shall deduct wage deductions authorized by such written authorization until the new valid written authorization terminates or is revoked. If the Employer receives a Final Order re Revocation, the Employer shall deduct wage deductions to the extent and for the period of time provided in said Final Order re Revocation. In either event, the Employer shall not have any obligation to deduct any wage deductions for the period of time beginning on the date when the Employer receives a written revocation, and ending on the date when the Employer receives a new valid written authorization or Final Order re Revocation.

- (a) Effective June 1, 2015, the EMPLOYER shall deduct the amount of International dues and working dues (specified in Appendix A) from the paychecks of all employees who have signed an authorization card permitting these deductions. UNION is solely responsible for preparing the authorization cards, collecting the employees' signatures on the authorization cards, and providing copies of signed authorization cards to the EMPLOYER.

The UNION agrees to defend, indemnify, and hold harmless the EMPLOYER from any and all claims, lawsuits, liability, expenses, damages and/or attorneys' fees arising from or related to the EMPLOYER's compliance with this article. Upon receipt of any valid written notice of the revocation of an employee's written authorization, the Employer has the right (after affording the union the opportunity to confirm the validity of the revocation), in the Employer's sole discretion, to terminate all such wage deductions until such time as: (a) the employee provides a new valid written authorization, or (b) the Employer receives a copy of a final non-appealable order of a court or administrative agency having competent jurisdiction that determines that the employee's previous written authorization is valid despite

the employee's purported revocation (hereinafter "Final Order re Revocation"). If the Employer receives a new valid written authorization, the Employer shall deduct wage deductions authorized by such written authorization until the new valid written authorization terminates or is revoked. If the Employer receives a Final Order re Revocation, the Employer shall deduct wage deductions to the extent and for the period of time provided in said Final Order re Revocation. In either event, the Employer shall not have any obligation to deduct any wage deductions for the period of time beginning on the date when the Employer receives a written revocation, and ending on the date when the Employer receives a new valid written authorization or Final Order re Revocation.

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, Scattered on Dust—on Hardness or Steel Dust, Power Machines and Power Grinders Operators. 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.

Section 7. 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.

Section 8. Contributions to the BCRC. Various Employers under this Agreement and the Union are members of Building and Construction Resource Center, Inc. (hereinafter called "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug, and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

- (a) Each Employer under this Agreement shall pay to the BCRC the sum of eight cents (.08) per hour for each hour worked by each of its employees covered by this Agreement. Said payments shall be made monthly in the manner and at such times as are established by the Board of Directors of BCRC. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of the BCRC.
- (b) Payments required to be made to the BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of other payments required to be made by the Employers.

Section 9. The Employer agrees to contribute the amount set forth in Appendix A, Wages and Benefits for the amount specified for Apprenticeship.

Section 10. Elevators, Stages, or Swinging Scaffolds. Employees working on elevators, stages, or swinging scaffolds over twenty-five (25') feet high shall be paid twenty-five (.25) cents per hour more than journeyman's scale for standards work.

Section 11. 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 Edward B. Morris Associates at P.O. Box 50440, Indianapolis, IN 46250 for all Deductions and Fringe Benefit Contributions. (Health & Welfare, Pension, Apprentice Fund, B.C.R.C., Vacation, and Work Assessment.)

Section 12. Local #692 – Area #438 and Contractors 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.

ARTICLE XII **MARKET RECOVERY**

Section 1. The wage rates to be paid to employees for bargaining unit work performed on project subject to this Article 12 will be 85% of wage rates, and 100% of fringe benefits, provided in Article 8 above.

Section 2. Covered Projects. Projects subject to this Article 12 shall consist of any and all projects in Jasper, Newton, Stark and Pulaski counties. This may also apply to others that are deemed to be advantageous by both parties to do so and with five (5) days notice to the Union and followed by written notice of the Employer's intentions to bid such project, said project may be within the scope and intent of this Article 12. This Paragraph 12.2 may be modified by mutual consent of the parties.

Section 3. The Union may cancel this Article 12 as to a particular Employer if in its sole judgment the Union believes the said Employer has violated or abused this Article 12. Provided further, should a difference of opinion arise pertaining to work covered by this Article 12, the difference of opinion shall be settled in accordance with Article 8 Section 3.

Section 4. It is agreed that this Article 12 shall be subject to review on or before January 1, of any year by a Committee of six (6), three (3) being from the Union and (3) being from the Employers Negotiating Committee for the purpose of determining the value and effectiveness of said Article 12. If it has been determined by either party that this Article 12 has not been effective in making the signatory Employers more competitive in the market place and produced more employment for the members of the Union then this Article 12 may be revised for the purpose of making it more effective.

Section 5. Eligibility. In order to be eligible, the Employer must be current on all fringe benefit payments at the time of the bid.

Section 6. The parties to this Agreement agree to participate in the Market Recovery Fund Program. Employers further agree to deduct a total of fifty cents (\$0.50) per hour worked by Employees of each Employer. Details of the Program are contained in the Articles of Incorporation and Bylaws, which are made a part of this Agreement by reference to be determined by Unions.

ARTICLE XIII
UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

Section 1. Each Employee covered by this Agreement shall comply with BCRC policy, rules and procedures which are incorporated by reference into this Agreement.

ARTICLE XIV
UNIFORMITY

In the event that any other employer or employer group reaches an agreement with the Operative Plasterers & Cement Masons Local #692 covering in any part the same work as this Agreement, that is in the opinion of the Employer in any respect more favorable than a term of this Agreement, than at the option of the Employer such more favorable provision shall become a part of this Agreement, as of the effective date of the more favorable provision. The Operative Plasterers & Cement Masons Local #692 shall notify, by certified mail within seven (7) calendar days of entering into any agreement with any other employer or employer group covering any part of the same work as is covered by this Agreement, all Employers signatory to this Agreement and provide to each a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement by containing any different terms or conditions.

Within seven (7) calendar days of entering into an “assent of Participation”, “Memorandum of Agreement” or similar other agreement, the Operative Plasterer’s & Cement Masons will notify, by certified mail, all Employers signatory to this Agreement and provide to each the name and address of any employer or employer group who signs any such “Assent of Participation”, “Memorandum of Agreement” or similar other agreement or who otherwise becomes bound to an agreement containing the same terms and conditions as this Agreement. Nothing in this Article applies to agreements entered into by the Operative Plasterers & Cement Masons Local #692 and any other employer that are more favorable only by force of law.

ARTICLE XV
COMMON WAGE DETERMINATION

Section 1. Reduced Common Wage Determination – Public bid projects with a common wage and benefit determination that is less than the wage and benefit rate stated in this agreement, will be paid at a wage rate equal to total reduction in the determined common wage package but not less than 85% of the wage rate in this agreement.

Section 2. No Wage Determination – Public bid projects with no common wage and benefit determination will be paid at a rate equal to 85% of the wage rate and 100% of the fringe benefit package stated in the agreement. Jasper, Pulaski, Starke, Newton Counties.

SIGNATURE PAGE

**IN WITNESS WHEREOF,
the parties have executed this Agreement effective June 1, 2015.**

CONTRACTORS

**PLASTERERS AND CEMENT MASONS
LOCAL 692 – AREA 438**

**TOM GRAHAM – BUSINESS REPRESENTATIVE
(219) 363-5089
1536 Weller Avenue
LaPorte, Indiana 46350**