

CEMENT MASONS AGREEMENT

NEGOTIATED

BY AND BETWEEN

BUILDING DIVISION - ICA, INC.

AND

**PLASTERERS' AND CEMENT MASONS'
LOCAL UNION #692 – AREA #566**

THIS AGREEMENT made and entered into as of the 1st day of April, 2015, by and between the undersigned members of Building Division – ICA, Inc., which signatory members are hereinafter referred to as the “Employer” represented by the Building Division – ICA, Inc., hereinafter referred to as “Association” as their Negotiating Agent, and Plasterers’ and Cement Masons’ Local Union #692, Area #566, a labor organization, hereinafter referred to as “Union”.

WITNESSETH THAT; The Employer and Union, in consideration of their mutual promises, agree as follows:

ARTICLE I
Definition

Wherever the term “Employees” is used herein, the same shall be deemed to mean and refer to a person employed by the Employer and having a job classification of or performing labor as a Cement Mason or Apprentice.

ARTICLE II
EMPLOYERS LIABILITY

It is understood and agreed that the Negotiating Agent, Building Division – ICA, Inc., shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this Agreement. That the liability of the Employers who accept, adopt, and sign this Agreement or a facsimile thereof shall be several and not joint.

This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto fully preserve the full force and effect of all provisions of the Agreement not contrary to law.

Any contractor who sublets any of his work on any project he has in the territory covered by this Agreement shall sublet same subject to the terms of this Agreement concerning wages and fringe benefits.

The Union may require that any Contractor desiring to work under the conditions of this Contract, produce satisfactory evidence that all wages and fringe benefits embodied in this Contract will be paid in full.

ARTICLE III
AREA LIMITS

It is agreed that the provisions of this Agreement shall be applicable to all work of the Employer involving Cement Masons and Apprentices performed at job sites located within the area covered by the provisions of this Agreement, which shall be Crawford, Daviess, Dubois,

Gibson, Harrison, Knox, Martin, Perry, Pike, Posey, Spencer, Vanderburgh, and Warrick Counties in the State of Indiana; Henderson, Union, Webster, Hopkins, Daviess, McLean, Muhlenburg, Ohio, Hancock, and Breckenridge Counties in the State of Kentucky.

ARTICLE IV DECLARATION OF PRINCIPLES

The following underlying principles shall apply to all relations under this Agreement:

- (1) No limitations shall be imposed upon the amount of work an Employee shall perform during his working day.
- (2) No restrictions shall be imposed upon the use of machinery, tools, or appliances except as may be hereinafter provided for in the Working Rules.
- (3) No restrictions shall be imposed upon the use of any raw or manufactured materials, except that prison-made materials or products shall not be used.
- (4) Employees shall be free to work for whomsoever they wish and shall be entitled to demand and receive the wages and all other benefits provided for by the terms of this Agreement.
- (5) The use of Apprentice shall be recognized and not prohibited.
- (6) The Foreman shall be selected by and recognized as the agent of the Employer, and when two (2) or more Journeyman Cement Masons or Apprentices are employed on the jobsite by any one (1) employer, one (1) shall be a Foreman. When six (6) or more Cement Masons are employed on the jobsite, the Foreman shall be designated as General Foreman. When there is a General Foreman on the jobsite, there shall be no Foreman.
- (7) It is the intent and purpose of this Agreement to prevent slowdowns, forcing of overtime, spread-work tactics, standby crews, and featherbedding practices.
- (8) Any authorized Business Representative of Local Union #692, Area #566, shall have access to all jobs where Cement Masons are employed without work stoppage.
- (9) One owner may work with the tools providing there is at least one journeyman cement mason on the job.
- (10) There shall be no non-working steward. Any steward shall be a qualified employee performing work as assigned, who shall not interfere with the prosecution of the work and shall restrict working time activities to that of the steward's respective employer. The steward shall be permitted reasonable time to perform normal union duties. The steward shall perform no supervisory function and shall account for all time away from the work crew to his immediate Foreman. A steward's duties do not include referral, hiring, termination of employees or caring

for the injured. In no case shall the steward be discharged until the Business Agent has been consulted. Steward shall be appointed by the Business Agent.

(11) The Employer shall be the sole judge as to the number of Employees required to perform the work other than may be required by safety regulations.

(12) The Employer shall have the right to determine the competency of all employees, the right to determine the number of Employees required and shall have the sole responsibility for selecting the employees to be laid off. The Employer shall also have the right to reject any applicant referred by the Union per Article XVI.

ARTICLE V RECOGNITION

The Employer recognizes the Union, subject however to compliance by the Union with the Labor Management Relations Act of 1947 and amendments thereto, as the sole and exclusive bargaining agent for all Employees of the Employer engaged in the jurisdictional work of Cement Masons in construction work excluding from such bargaining unit all office, clerical, supervisory, guard, executive and other Employees not directly and actually engaged in construction work.

The Employer shall have the right to employ, or not to employ any persons it desires, including but not limited to those offered by the Union, as Employees and to discharge any Employee for cause, provided however, that the Employer in the manner of hiring and firing shall not discriminate in any way against Employees or applicants for employment for his Union sympathies, beliefs, or activities.

ARTICLE VI GRIEVANCES AND ARBITRATION PROCEDURE

If any controversy, grievance or dispute, other than a jurisdictional dispute arises with respect to the interpretation, application, or enforcement of any of the provisions of this Agreement, the same (herein referred to as the "Issue") shall be first submitted to the Business Representative of the Union and to a Representative of the Employer for settlement. If the issue is not thus settled within twenty-four (24) hours of its submission, the issue shall be referred within the next 24 hours to a Joint Grievance Board (hereinafter provided for) for consideration and settlement.

The Grievance Board shall be composed of three (3) representatives of the building trades appointed by the Union, of which no more than one (1) shall be a member of the Plasterers' and Cement Masons Local Union #692, Area #566, and three (3) representatives appointed by the Employer, all of which no more than one (1) shall be employed by the Employer. None of the six members representing both parties can be an attorney or a representative of an attorney's firm. The Joint Board so constituted shall prescribe its own rules of procedure, but shall meet within

twenty-four (24) hours of the referral of the issue to the Board, and shall provide all interested parties with opportunity to be heard. Any decision rendered by a majority of the members of the Board shall be made in writing and shall be final and binding on all parties.

In the event the Joint Grievance Board above cannot arrive at a majority decision within three (3) days of the referral of the issue to the Board, the Board shall elect a seventh member, and the Board so constituted shall reconvene within twenty-four (24) hours of the election of the seventh member and shall render a decision within three (3) days of their reconvening. The decision rendered by the majority of the members of the Board shall be made in writing and shall be binding on all parties.

In the event the Joint Grievance Board cannot elect or agree upon the selection of the seventh member, with the twenty-four (24) hours so appointed, the Joint Grievance Board shall request the Federal Mediation and Conciliation Service to recommend three (3) individuals by name. The Union appointed members of the Board shall strike one (1) name, the Employer appointed members of the Board shall strike one (1) name, and the remaining individual shall become the seventh member of the Joint Grievance Board. The decision rendered by the Board so constituted shall be final and binding on all parties. The expense of such Federal Mediation and Conciliation Service shall be borne equally by the Union and the Employer. The Arbitrator will not have the authority to extend liability of either party beyond the period of impasse of the Grievance Committee.

During any and all of the procedures above, there shall be no work stoppages, strikes, or lockouts.

In the event of a jurisdictional dispute involving the Union, the parties shall request the other Union or Unions involved to send a representative to the job site to meet with a representative of the Union and the Employer to settle the dispute. If a settlement is not reached at the meeting, the Union shall request that its International Union assign a Representative who shall make arrangements to meet representatives of the other International Union or Unions involved and Representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign Representatives to seek settlement of the dispute.

The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes.

It is agreed and understood that the Union will make every effort to inform its membership that there is a legally established neutral entrance (or gate) on a construction site that is being picketed illegally and where work is being performed under the conditions of this Agreement. The above does in no way waive any of the Employee's rights granted him under the Constitution of the United States and/or Federal Government.

**ARTICLE VII
NO STRIKE AND NO LOCKOUT**

There shall be no lockouts by the Employer, no strikes by the Union during the term of this Agreement.

**ARTICLE VIII
WORKING RULES**

The parties hereto and all Employers and Employees covered by this Agreement shall comply with and conform to the Working Rules hereafter set forth and any amendments thereof or additions thereto which the parties hereto, by written agreement, may make or adopt; provided, that such amendments or additions, when so made or adopted, shall be amended to this Agreement and become a part thereof.

1. **HOURS OF WORK:** Eight (8) hours shall constitute a workday between the hours of 6:00 a.m. and 6:00 p.m. with one-half (1/2) hour off for lunch. Any employee who reports to work and is ordered to remain on the job shall receive two (2) hours pay. If put to work, he shall receive a minimum of four (4) hours pay. Starting time being no earlier than 6:00 a.m. and no later than 8:00 a.m. with a Journeyman Cement Finisher at the start of the pour.

2. **LUNCH PERIOD:** A lunch period of thirty (30) minutes shall be established between the third and one-half (3 1/2) and fifth and one-half (5 1/2) hour or between 11:00 am and 1:00 pm. When an employee or Employees are required to take their lunch period after the fifth and one half (5 1/2) hour or after 1:00 p.m., said Employee or Employees shall be paid at one and one-half (1 1/2) times the regular rate of pay for the thirty (30) minute lunch period and shall be allowed a fifteen (15) minute lunch period at the regular rate of pay.

3. **TROWELING** machines or floating machines shall be followed by operations required by the Employer.

4. **TOOL STORAGE & CHANGE HOUSE:** It is agreed that the Employer shall provide or arrange for access to a tool room and suitable change house, under lock and key, provided that the length of the job and the number of the Employees are sufficient to justify. The Employees are to be held responsible for their tools.

5. **OVERTIME:** Time and one-half shall be paid for all overtime work which shall include all work done before agreed starting time and after eight (8) hours work at the regular scale of wages, as well as work done on Saturdays. Sundays and Holidays will be double time - and the Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, or days observed as such. The Job Superintendent shall decide how many Employees shall work on all work, both regular and overtime work.

6. When Cement Masons are required to work with toxic materials, the Employer shall adhere to the directions and specifications of the manufacturers and shall furnish proper gloves, glasses, oxygen masks, and any other protective measures necessary to protect the health and safety of the Cement Masons.

7. The Employer shall furnish all special tools, such as sanitary respirators when grinding carborundum stones, brushes, long handle tools, darbys, buckets, and so forth. All such tools and equipment furnished by the Employer, shall remain the property of the Employer.

8. The Employer shall furnish sanitary drinking facilities at all times, and ice water will be furnished at any time the temperature is 70 degrees Fahrenheit or over.

9. PAY DAY: The payroll period shall end Saturday at 12:00 midnight and payday shall be on or before 4:30 pm the following Friday, however; Employees laid off at any time shall be paid immediately or in the case of question of overtime, his check shall be mailed the next working day. If so authorized in writing by an Employee, said Employee may be paid by direct deposit to a bank of the employee's choice.

ARTICLE IX CEMENT MASONS JURISDICTION

The jurisdiction of work within the area limits covered by the provisions of this Agreement is all work that has been established through the years and through area practice, agreements of record and agreement and decisions rendered affecting the Building Industry by the American Federation of Labor Building and Construction Trades Department AFL-CIO. This would include all agreements between O.P.C.M.I.A. and other International Unions.

The troweling, floating, edging, grinding by hand or power, jointing, brooming, power or hand bush-hammering, grouting, dry packing, brushing, rubbing, rodding, straight-edging, striking off, long handle floating, chipping, patching of concrete, including pervious concrete. All work pertaining to the caulking of joints on flatwork concrete. All work pertaining to the curing and sealing of all new concrete and cement grouts, whether by chemical compounds, epoxies, or otherwise, shall be part of the jurisdiction of the Cement Masons. All work pertaining to the stamping, stenciling, staining, acid-etching, coloring, dusting, finishing, washing, curing, and release agents for all concrete coatings and toppings. Also, all work pertaining to Concrete Polishing.

The setting of forms for curb and gutter and sidewalks, and all bulkheads for separating pours, screeds and stakes to determine grade on concrete work and all forms 2x4, 2x6, 2x8, 2x10, 2x12 one board high lumber, metal or other plain pieces of material; and the bracing and staking of same, expansion joints of all types including metal Keyway.

The operation of the troweling and floating and grinding machines, laser screed, vibrating screed, including the concrete saw. Also the handling of the sandblasting gun when being used to expose gravel or stone to an architectural finish; the washing of concrete to expose gravel or

stone on walks or floors, all finishing of gypsum material roofs and light weight materials; also, all topping materials in topping floors.

All preparatory work on concrete construction to be finished such as cutting of nails, wires, wall ties when patching, brushing, chipping, or bush-hammering, or rubbing concrete by hand or power tools; caulking of all steel or metal window frames that are entirely surrounded by concrete.

All dry-packing, grouting and finishing in connection with setting of machinery, such as engines, pumps, generators, air compressors, tanks, column bases and plates, pouring and finishing of all prefabricated concrete construction on job-site or in shop.

This work jurisdiction to be done on concrete construction on buildings, bridges, alleys, dams, silos, elevators, smokestacks, factories, power plants, streets, highways, roads, airports, driveways, and similar construction.

The jurisdiction of work referred to in the wage classification and elsewhere in this contract is the jurisdiction of work claimed by Union O.P. & C.M.I.A., and in the event a jurisdictional dispute arises, nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the inclusion of the jurisdiction of work in this contract. This paragraph is in no way intended to interfere with work that has definitely been established to be the work of this trade and is merely inserted to protect the Employer when two or more trades are claiming the same work.

ARTICLE X WAGES AND BENEFITS

It is agreed that anytime it is necessary to increase the Health and Welfare, Pension Fund, or the Apprenticeship Fund as described in Article XII, a thirty (30) day written notice will be given the Employer; the amount will be deducted from the base scale.

The trust Funds of the Union may require the Employer to deposit a Bond of not more than fifteen thousand dollars (\$15,000) to insure the Employer's payment of fringes to the Funds.

The scale of wages for Foreman shall not be less than one dollar and fifty cents (\$1.50) per hour over and above basic Journeyman's scale of wages.

The scale of wages for General Foreman shall be not less than one dollar and seventy-five cents (\$1.75) per hour over and above basic Journeyman's scale of wages.

It is specifically understood that the scale of wages on the Specialized Construction such as silos, elevators, hoppers and tanks does not apply to construction normally known as Building Construction.

(1) The regular rate of wages to be paid Journeyman Cement Masons for each hour worked during the term of this Agreement shall be as follows from April 1, 2015 through March 31, 2016:

	<u>04-01-15</u>
Journeyman CM Rate	\$24.80
Foreman (1-5 Men)	\$26.30
General Foreman (6 or more)	\$26.55
Health & Welfare	\$8.20
Pension	\$7.01
Apprentice	\$0.65
CAPCI (CONST ADV)	\$0.07
SWIBTC	\$0.01
Substance Abuse	\$0.07
Vacation (Deduct)	\$2.00
Work Dues (Deduct)	\$1.84
International Dues (Deduct)	\$0.41
Total Package	\$ 40.81

Effective April 1, 2016 through March 31, 2017 there will be an eighty cent increase to be used as needed for a total package of \$41.61.

Effective April 1, 2017 through March 31, 2018 there will be an eighty cent increase to be used as negotiated for a total package of \$42.41.

(2) From fifty-one (51) feet to seventy-five (75) feet, Journeyman Cement Mason Base Rate of pay plus twenty-five (\$.25) cents per hour.

(3) From seventy-six (76) feet to one hundred (100) feet, Journeyman Cement Mason Base Rate of pay plus fifty (\$.50) cents per hour.

(4) For each additional fifty (50) feet in height above one hundred (100) feet above the finished grade level, the rate of pay shall increase twenty-five (\$.25) cents per hour above the Journeyman Cement Mason Base Rate of pay for every fifty (50) feet.

MARKET RECOVERY PROGRAM: Any project not giving a Union Contractor a fair chance of being the successful bidder may be targeted for Market Recovery at the discretion of the Union.

HEALTH AND WELFARE FUND: The employer agrees to contribute the amount set forth for Health & Welfare under Article X Wages and Benefits - (1) Health & Welfare, for each hour worked into the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund.

NATIONAL HEALTH CARE: If federal legislation is enacted providing the national health insurance or universal health care coverage for Employees, the parties agree that they will

enter into discussions to determine the impact of such legislation on the health care plan then maintained pursuant to contributions made under this agreement. The parties further agree that in the event such legislation renders continued maintenance of such health care plan unlawful or impermissible, the parties will enter into negotiation to agree upon a replacement plan which will be consistent with the legislation, provided that such replacement shall not have effect of increasing the cost to Employers, and provided further that such negotiations shall be limited solely to the foregoing issues, and provided further that all other provisions of this agreement shall remain in full force and effect without amendment for the duration of the agreement.

Said funds shall be administered as provided in Section No. 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 Trustees shall be appointed by the joint action of both parties hereto.

Said fund shall be maintained only for the purpose of purchasing any or all of the following insurance benefits for and on behalf of said Employees.

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

Said contribution shall be paid into the Fund monthly, not later than the last day following the close of the month.

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 Plasterers' and Cement Masons' Pension Fund. The contribution by the Employer shall be as set out in the Wage Scale Article X 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 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 the Pension Fund shall be administered in accordance with all provisions of applicable law.

(CAPCI) CONSTRUCTION ADVANCEMENT PROGRAM OF CENTRAL INDIANA:

(1) Each Employer agrees to contribute to an industry advancement fund created and maintained by the Building Division – ICA, Inc., or to a successor fund approved by the industry advancement fund committee (collectively “Fund”), SEVEN CENTS (\$0.07) per hour for each hour worked by each Employee working under this Agreement. From time to time, the hourly amount may be adjusted to no less than five cents (\$0.05) per hour maximum of ten cents (\$0.10) per hour worked, provided that a minimum of two months notice is provided prior to the effective date of the change in contribution rate.

(2) The contribution to the Fund shall be deposited by the 20th of each month, or at such other regular intervals as may be determined by the Fund committee, to the depository designated by the fund directors and such contributions shall be reported on such forms as are designated by the Fund committee.

(3) The activities of the Fund shall be determined by the Fund committee and shall be financed from the payments herein provided. The Employer expressly ratifies and adopts any Policy Statements issued by the Fund. The Employer expressly acknowledges the substantial benefits that are rendered to it as a result of the Fund. By execution of this Agreement, the Employer ratifies all actions taken or to be taken by the Fund committee within the scope of its authority.

(4) The Employer hereby agrees that the designated representative of the Building Division – ICA, Inc., or the Fund committee, shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorney's fees, incurred by the Building Division – ICA, Inc. and/or the Fund. It is further understood that such Employer shall be obligated to pay any delinquent contributions to the Fund with interest charged at the rate applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

(5) It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in, or right to, any sum constituting a part of the Fund.

ARTICLE XI WORKING DUES CHECK-OFF

The Employer agrees to deduct from an Employee covered by this Agreement a working dues check-off per hour that is to be deducted from the employee's earned income. Deduction shall be an amount duly established by the Union in accordance with their Constitution and By-Laws. 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. Nothing in this Agreement requires an Employee to complete a dues authorization card.

The Union agrees to defend, indemnify, and hold harmless the Employer from any and all liability, damages, attorneys' fees, settlements, and all other costs that may attached to it by virtue of this Article XI. In conjunction with the Union's indemnification obligation, in the event a claim of any type is filed against the Employer related to this Article XI, the Employer shall be entitled to select counsel of its own choosing.

**ARTICLE XII
APPRENTICESHIP**

(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.

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” is written in the Apprenticeship Standards.

The Area Joint Apprenticeship Committee shall have full power to act on matters pertaining to the transferring of apprentice(s) from one job to another in order to provide diversity of training and work opportunities.

One (1) apprentice shall be allowed each employer for the first journeyman cement mason working on the job and one (1) additional apprentice to each three (3) additional journeyman cement masons working on the job. The ratio may be 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.

The Employer agrees to employ Apprentices to perform such work as is within their capabilities and which is customarily performed by their craft.

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

(2) APPRENTICESHIP WAGES

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

When classes are in session during the school year, 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.

(3) **APPRENTICESHIP & TRAINING TRUST FUND**

The parties' signatory hereto to participate and be a party to the "AGREEMENT AND DECLARATION OF TRUST - LOCAL #692, PLASTERERS AND CEMENT MASONS APPRENTICESHIP TRAINING AND TRUST 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 has been created and is maintained at the discretion of the Trustees of the Fund, as opposed to the Apprenticeship Training Program whose existence is mandated by this Trust Agreement.

All Employers subject to the terms of this agreement shall contribute the amount of monies specified as the Apprenticeship Fund under Article X Wages and Benefits - (1) Apprentice 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 are 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 XIII
PAYMENT OF BENEFITS, DUES CHECK-OFF, APPRENTICE, CAPCI
AND S.W.I.B.T.C. TRUST FUND**

(1) **PAYMENT**

(a) Make one check to include dues Check-Off, Apprenticeship, Health & Welfare, and Pension and CAPCI, make check payable to Indiana State Council Plasterers and Cement Masons Health & Welfare Fund and mail to HealthScope at P.O. Box 50440, Indianapolis, Indiana 46250.

(b) Make one check payable for S.W.I.B.T.C. Drug Fund contribution to the S.W.I.B.T.C. Trust Fund and mail to 210 N. Fulton Ave, Box 9 Evansville, Indiana 47710.

**ARTICLE XIV
SHIFT WORK**

It is agreed that when two (2) shifts or more are required, regular scale of wages shall be paid for all shifts.

A first shift is not necessary to establish the existence of the second and/or third shifts.

All work before or after regular hours shall be paid at the applicable overtime rate of pay. Employees to receive full shift pay for each shift started.

When shifts are required, the first shift shall work eight (8) hours at the regular rate of pay. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours of regular pay. The third shift shall work seven (7) hours and receive eight (8) hours of regular pay.

No man will be allowed to work two shifts in any given twenty four hour period unless Local #692, Area #566 cannot supply men to the contractor. If no men can be supplied to the contractor to complete a 2nd or 3rd shift and a man works either the 2nd or 3rd shift after completing the 1st shift, he will be paid at the rate of pay for that shift.

At the discretion of the Employer and the Union, a four (4), ten (10) hour day schedule may be worked, if permissible by law or state regulation. Only Friday would become the make-up day in a four (4), ten (10) hour day schedule. When the Friday make-up day is used, it is agreed that when a crew works thirty (30) hours or less during the regular four (4), ten (10) hour work week, Monday through Thursday, these ten (10) hours may be made up by the entire crew on Friday (weather permitting) at the straight time rate of pay. All hours worked in excess of forty (40) hours in the work week, or ten (10) hours each day, shall be paid at the appropriate overtime rate. In the event of a make-up day it shall be voluntary on the part of the employee, and the declining of such work shall be without penalty or recrimination. Notice will be given by noon Thursday if make-up day is to be worked. An employee who is referred for employment whose work is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

**ARTICLE XV
SUBSTANCE ABUSE PROGRAM**

The Union and the Building Division – ICA, Inc., and/or signatory employer hereby agree that the drug and alcohol testing program developed by the joint efforts of the Southwestern Indiana Building Trades Committee and the area contractor's associations is incorporated by reference herein and made a part of this contract.

**ARTICLE XVI
NON-DISCRIMINATION**

It is the policy of both parties to provide equal opportunities for employment and advancement for all individuals, and to comply with all applicable local, state and federal employment laws, and all applicable executive orders regarding employment discrimination and affirmative action. This includes any applicable laws and regulations that prohibit discrimination against, or harassment of, any employee on account of race, religion, color, sex, national origin, age, disability or Veteran's status.

Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

**ARTICLE XVII
UNION SECURITY**

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

(2) SAVINGS CLAUSE: Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act of 1947, or any Federal Law now in force or hereafter enacted, or hereafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said void provision were not a part thereof, it being intended, however, that the other provisions of this contract shall not be affected thereby. It is further agreed that should compliance with any Federal Law, or any amendment thereof, or any other regulation issued hereunder, nor or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement then to the extent of such deviation or prohibition, this agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order or regulation.

(3) MOST FAVORED NATIONS CLAUSE: In the event that any other employer or employer group reaches an agreement with the Union covering in any part the same work as this Agreement, that is in the opinion of the Building Division – ICA, Inc. in any respect more favorable than a term of this Agreement, then at the option of the Building Division – ICA, Inc. such favorable provisions shall become a part of this Agreement, as of the effective date of the more favorable provision. The Union shall notify, by certified mail within seven 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, the Building Division – ICA, Inc. and provide it with a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement but containing any different terms or conditions.

Within seven calendar days of entering into an “Assent of Participation”, “Memorandum of Agreement”, or other similar agreement, the Union will notify, by certified mail, the Building Division – ICA, Inc. and provide the name and address of any employer or employer group who signs any such “Assent of Participation”, “Memorandum of Agreement”, or similar agreement or who otherwise becomes bound to an agreement containing the same terms and conditions as this Agreement.

(4) The Union agrees to defend, indemnify, and hold harmless the Employer from any and all liability, damages, attorneys’ fees, settlements, and all other costs that may attached to it by virtue of this Article XVII. In conjunction with the Union’s indemnification obligation, in the event a claim of any type is filed against the Employer related to this Article XVII, the Employer shall be entitled to select counsel of its own choosing.

Nothing in this Article applies to agreements entered into by the Union and any other employer that are more favorable only by force of law.

The Employers will acknowledge the existence of a Market Recovery Program as an exception to this paragraph. The Employer and the Association specifically waives the right to enforce the Most Favored Nation Clause regarding the implementation of the Market Recovery Program.

ARTICLE XVIII TERMINATION

This Agreement shall be effective and binding upon the parties hereto from the date hereof until the thirty-first day of March 2018. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year and after the original term of this Agreement or any subsequent year to which this Agreement is in force, unless at least ninety (90) days prior to the termination of the original period of this Agreement or at least ninety (90) days prior to the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its, intention to terminate, amend or modify this Agreement.

**The Building Division – ICA, Inc. represented the following signatory members who authorized collective bargaining negotiations with the
PLASTERERS’ AND CEMENT MASONS’
LOCAL UNION #692 – AREA #566**

Deig Bros. Lumber & Construction Co., Inc.
Edwards Concrete Const. & Concrete Pumping
Empire Contractors, Inc.
Hannig Construction, Inc.
Key Construction Company, Inc.
S T Construction, Inc.
Sterling Boiler & Mechanical, Inc.

SIGNATURE PAGE

IN WITNESS WHEREOF,

The Parties have hereunto affixed their hands this 1st day of April, _____.

BUILDING DIVISION – ICA, INC.

Steven Deig, Moderator

Charles V. Kahl, Building Division - ICA, Inc.

PLASTERERS AND CEMENT MASONS LOCAL UNION 692 – AREA 566

Mark McCleskey, Business Manager Local 692

Russell Redmon, Business Agent Local 692 – Area 566