

**COLLECTIVE BARGAINING AGREEMENT
FOR
ROADS, BRIDGES AND AIRPORTS**

BETWEEN OPERATIVE

**PLASTERERS
AND CEMENT MASONS**

**LOCAL #692
Areas #165, #406, & #438**

and

**ROAD, BRIDGES, AND AIRPORT
CONTRACTORS**

January 1, 2012

through

May 31, 2015

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**CEMENT MASONS
COLLECTIVE BARGAINING AGREEMENT FOR
ROADS, BRIDGES AND AIRPORTS**

**Term of Agreement
January 1, 2012 through May 31, 2015**

THIS AGREEMENT, made and entered into this 1st day of January, 2 2012, by and between the Road, Bridges, and Airport Contractors (“Employer”) working in the jurisdiction of Local Union #692 -Area #165, Operative Plasterers and Cement Masons of Hammond, Indiana and Vicinity (“Union”). Hammond jurisdiction is Lake County except for the Northeastern section lying North of Crown Point and East of Griffith, and all of Newton County, and shall be referred to as “Hammond, Indiana and Vicinity”.

THIS AGREEMENT, made and entered into this 1st day of January, 2012, by and between the Road Bridge, and Airport Contractors (“Employer”) working in the jurisdiction of Local Union #692 -Area #406, Operative Plasterers and Cement Masons of Gary, Indiana and Vicinity (“Union”). The territorial boundaries of Local Area #406 shall be bounded on the North by Lake Michigan. The boundary on the East shall be Route No. 49, including the City Limits of Chesterton and Valparaiso, Indiana. Proceeding Southward on Route No. 49 to the Jasper, Benton and White County Lines including the City Limits of Wheatfield, Rensselaer, and Remington, Indiana. To the West, the boundary shall be the Newton and Porter County Line excluding the City Limits of Kouts, Indiana. Northward on Lake County Line to and including the City Limits of Merrillville, but not including the City Limits of Crown Point, Indiana. Northward to Route 30 and then Westward to Cline Avenue “but not” the City Limits of Griffith, Indiana. Northward on Cline Avenue (East Side) to Lake Michigan.

THIS AGREEMENT, made and entered into this 1st day of January, 2012, by and between the Road, Bridge, and Airport Contractors (“Employer”) working in the jurisdiction of Local Union #692 -Area #438, Operative Plasterers and Cement Masons of LaPorte and Starke Counties, Indiana; the Northern two-thirds of Pulaski County; the Eastern portion of Porter County, including Kouts in the South; the Northeastern portion of Jasper County, West to, but not including Wheatfield, (“Union”).

The UNION acknowledged and agreed to the use of coordinated bargaining in reaching this AGREEMENT.

WITNESSETH the Preamble and Declaration of Principles, contained in Article I hereof have been adopted and made a part of the 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 among the Employer, Union, and the public, which we serve.

The parties to this Agreement acknowledge that the term “Employee” as used in this Agreement means Cement Masons Local 692, Areas 165, 406, 438 members who are employees

of the Employers and who are performing bargaining work defined in Article 4 of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions that follow, the parties agree as follows:

ARTICLE 1 - PREAMBLE AND DECLARATION OF PRINCIPLES

1.1 THIS AGREEMENT entered into between the above named parties for the purpose of securing optimum productivity, preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances and disputes that may arise between the Employer and the Union in the Road, Bridge, and Airport Construction Industry in the jurisdiction of the Union. This Agreement shall not apply when the Employer is the project owner.

ARTICLE 2 - RECOGNITION

2.1 Pursuant to Section 9(a) of the Labor-Management Relations Act, the Employer recognizes the Union as the exclusive majority representative of all employees who are members of Cement Masons Local 692, Areas 165, 406, 438 and who are employees of the Employers and who are performing bargaining unit work defined in Article 4 of this Agreement (“Employee”). This majority status has been established by the Union’s unequivocal demand for recognition of the Unions’ majority Section 9(a) status based on the Union having shown or having offered to show an evidentiary basis of the Union’s 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 Employees who perform the work defined in Article 4 of this Agreement.

ARTICLE 3 - EQUAL REPRESENTATION

3.1 The Union, realizing its duty under the Labor Management Relations Act of 1947, as amended, and to the extent that is the exclusive representative, recognizes that it must represent all Employees in the bargaining unit equally, without discrimination, irrespective of membership or non-membership in the Union.

ARTICLE 4 - CRAFT JURISDICTION

4.1 The Union shall have jurisdiction over all finishing in back of machines, such as rodding of all concrete with longitudinal floats and finishing of all concrete surfaces, including pervious concrete, whether by float, leveling, striking off, trowel, belting, brooming, burlapping and tining, whether by hand or machine with less than six horsepower motor, or any other method not mentioned to bring concrete to a uniform surface; all poured walls (median/barrier/crash/etc); the operations of multi-blade troweling machine; all edging and put in all black stripes and caulking for curbs, sidewalks and driveways.

4.2 Employees shall do all rubbing and grinding of concrete surface on bridges, viaducts, underpasses, tunnels and highways where uniform surfaces are required whether done by hand or machine. All pointing and patching, brooming, burlapping and breaking of all wall ties, all grouting and dry packing; setting of all forms for sidewalk, side ditches, curb and gutter, or any other form that is one board high, which is set to grade except the main line forms. All epoxy

glass fiber fabric wrapping of concrete after standard prep work has been completed. Stamping, staining, stenciling, acid etching, coloring, dusting, washing (for the finishing process only), and release agents applied to concrete, concrete coatings and toppings and, all work tasks for which it has been given jurisdiction as determined by the last prior decision or agreements, if any, as approved by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan") or approved by the National Building and Construction Trades Department of the A.F.L.- C.I.O.

4.3 In addition, all work described above, whether such work is or is not part of, or incidental to building construction and/or improvement, and whether such work is inside or outside of property lines on public or private property, or on or off streets or highways or on or off building or other construction sites shall be covered under this Agreement.

In regards to buildings, all work as described above shall be performed from the point outside the building walls. In no way shall this Agreement be interpreted as applying to any work within the confines of a building.

4.4 In the event of a jurisdictional dispute between the Union and another union, Union agrees to immediately submit the jurisdictional dispute and itself to the jurisdiction of the Plan.

4.5 The Employer and the Union agree to be bound by all terms and provisions of the Plan, including the Procedural Rules and Regulations, or its successor organization. The parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, Arbitrator(s) or the National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer and the Union, respectively, as set forth in the Plan under this Agreement.

ARTICLE 5 - WORKING CONDITIONS

5.1 Craft Foreman. Where there are two (2) or more Employees on the job the Employer shall designate one Employee as Craft Foreman. The Craft Foreman shall be selected at the sole discretion of the Employer as determined by operational requirements.

5.2 The Craft Foreman will be in charge of all work coming under his jurisdiction. The parties agree that Employees will take orders from their Craft Foreman or from the Employer or his appointed representative that is in charge of the other crafts on the job. In no case shall a Craft Foreman have the authority to hire or discharge Employees.

ARTICLE 6 - TOOLS

6.1 Tools. Employees agree to furnish their small tools, such as hand floats and trowels, and the Employer agrees to furnish large tools and any special edger's required, also rubbing stones with handles and brushes. If an Employee must keep his tools on the job, he must have an itemized list to turn into the Employer or the Employer is not responsible for any loss.

ARTICLE 7 - HOURS OF WORK, OVERTIME, AND PAYMENT

7.1 Workday and Workweek. Eight (8) hours between 7:00 am and 3:30 pm shall constitute a regular workday. Forty (40) hours within five (5) days, Monday through Friday inclusive shall constitute a workweek, except when designated holiday intervenes.

7.2 If by mutual agreement the Employer and Area Business Agent agree to a start prior to or later than 7:00 am, the work may be so modified. If by state or governmental requirements deem it necessary to change work hours or to comply with traffic hazards or traffic flows, then the work hours will be modified to meet such requirements. This work procedure would only apply to that particular section or sections of the job site or job sites that would create the hazardous working conditions.

7.3 Overtime Payment.

(a) All work performed over 8 hours daily or after 40 straight time hours weekly shall be paid for at time and one-half (1 1/2) the regular straight-time rate of pay. All work performed on Saturday will be paid at time and one-half, except when being used as a make-up day. All work performed on Sunday and the following holidays: New Years Day; Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at two times (2x) the regular rate. No work shall be performed on any of the aforesaid holidays, except in the event of an emergency to protect life or property or exceptional operational needs of the Employer.

(b) **Saturday As A Make-up Day.** Saturday may be used as a make-up day only for Employees who have worked for the Employer four or fewer days during the current pay period and have lost a day due to inclement weather. Time and one-half will be paid for any time worked over eight (8) hours or after forty (40) hours straight time, whichever comes first when using Saturday as a make-up day. Working on a Saturday as a make up day is at the sole option of the Employee.

(c) Overtime pay on Saturday may be denied to any Employee who habitually calls off from work earlier in the week when work was made available after the Employer and the Business Agent agree there is a pattern to the Employee's call-offs.

7.4 Lunch period shall be a full one-half (1/2) hour period occurring within one hour of the middle of the shift regardless of starting time. Employees 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 the job will not be left unmanned, at the discretion of the supervisor. If an Employee should work without a supper period, he shall receive one-half (1/2) hour extra pay at premium time.

7.5 Wage Payment. Employees will receive their wages each week on Employer's established payday, and are to be paid during the working hours on the job where they are employed unless prevented by strike or act of God. Each Employee when paid shall receive a statement showing the number of straight time and overtime hours, his straight time hourly rate and all deductions and payments required by law or this Agreement.

7.6 Layoff or Discharge. Employees to be terminated shall be paid the following day either at a place mutually agreed upon, or mailed to Employee's residence. Failure to comply with Section 7.4 and 7.5 will subject the Employer to an additional two (2) hours pay for every 24 hour period of failure to comply after the Employer is made aware of the non-payment.

7.7 Report to Work and Commencement of Pay.

(a) If an Employee reports for work and cannot start because of an equipment breakdown, Employee shall be paid for two (2) hours show-up time. If the Employee starts to work and works more than two (2) hours Employee shall be paid for four (4) hours. If the Employee works for more than four (4) hours Employee shall be paid for eight (8) hours.

(b) **Inclement Weather (rain, snow, sleet).** If there is a work stoppage due to inclement weather, the Employee will be paid no less than one (1) hours. After the one (1) hour Employee will be paid for hours worked.

7.8 An Employee shall be on the job when concrete is being poured, except for self leveling flowable fill or when minimal work is involved and there is a mutal agreement, prior to the commencement of work, between the Employer and the Union. When concrete is being poured before the start of regular time, the Employees starting to work on said pour before the regular starting time shall be paid in accordance with the overtime provision. Employees who are working shall not be docked because pour materials are not ready to finish.

7.9 Wage and Fringe Benefit Bond.

(a) In order to insure the payment of the wages and/or fringe benefits that are legally due under this Agreement, the local unions may require an Employer to deposit surety bond in the amount not to exceed Fifty Thousand Dollars (\$50,000.00). Said bond will be with a surety licensed to do business in the State of Indiana.

(b) It is expressly understood that the sole purpose of such a bond is for the benefit of the Employees working under this Agreement and for the purpose of insuring that they receive the wages and fringe benefits provided herein.

7.10 Retroactive Pay. Any Employer who owes retroactive pay has five (5) weeks after notification to pay monies due. If the Employer does not pay within five (5) weeks after receipt of the notification, the penalty called for in this Agreement may be imposed.

ARTICLE 8 - WAGES, WELFARE, APPRENTICESHIP

**VACATION AND PENSION FOR LOCAL #692
AREA(S) #165, #406, AND #438**

January 1, 2012 to May 31, 2015

8.1 Wages and Fringe Benefit Contributions.

(a) See Appendix A for wage and fringe benefit breakdown.

(1) Employees actively working with gypsum, gunite and/or scattered or dust-on hardeners and/or steel dust or any combination of aforesaid materials, or Employees operating power machine or power grinders of any kind shall receive twenty-five cents (\$0.25) per hour more than regular journeyman's scale of wages, but not to be paid for less than eight (8) hours.

(2) Employees working on hanging or swinging scaffolds shall receive twenty-five cents (\$0.25) per hour above the regular journeyman rate for the first twenty-five (25) feet or fraction thereof above working ground below and, twenty-five (\$0.25) cents for each additional twenty-five (25) feet or fraction thereof. This applies to either above or below the ground surface.

(b) The Union reserves the right to divert any future increases from wages to benefits upon thirty days written notice to the Employer.

8.2 Welfare Fund.

(a) On work covered by this Agreement, the Employer agrees to pay into the Indiana State Council of Plasterers and Cement Masons Welfare Fund ("Welfare Fund") the amount provided for in Section 8.1(a) above for each hour worked by Employees. Payments shall be made in accordance with Section 8.9 below and on the dates, in the manner, form and in accordance with the rules and regulations, as adopted by the Trustees of the Welfare Fund.

(b) The Employer agrees to be bound by the Agreement and Declaration of Trust entered into establishing the Welfare Fund and by any amendments thereto.

(c) **Changes in Welfare Fund Contributions.** It is further understood and agreed that if it is necessary for the Union to request a raise in the Employer contribution to the Welfare Fund, the Union shall notify the Employer in writing sixty (60) days prior to the effective date of the requested change. The request change shall be deducted from wages. There shall be no increase in the total wage and fringe package.

8.3 Pension Fund.

(a) On work covered by this Agreement, the Employer agrees to pay into the Indiana State Council of Plasterers and Cement Masons Pension Fund (“Pension Fund”) with respect to work performed within the geographical jurisdictions of Areas 406 and 438 or the Cement Masons Industry Pension Fund of Hammond Indiana and Vicinity Local 165 Pension Fund (“Hammond Pension Fund”) with respect to work performed within the geographical jurisdiction of Area 165, or the Cement Masons Industry Pension Fund (“Pension Fund”) with respect to work performed within the geographic jurisdiction of Area 101S the amount set forth in Section 8.1 above for each hour worked by Employees. Payments shall be made in accordance with Section 8.9 below and on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the pension fund that is involved. An Employer that pays pension benefits for its Employees into one of the above pension funds shall not be required to pay pension benefits a second time into the other pension fund.

(b) The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Pension Fund and by any amendments thereto.

(c) The Pension Fund shall be administered in accordance with all provisions of applicable law.

(d) **Changes in Pension Fund Contributions.** It is further understood and agreed that if it is necessary for the Union to request a raise in the Employer contribution to the Pension Fund, the Union shall notify the Employer in writing sixty (60) days prior to the effective date of the requested change. The request change shall be deducted from wages. There shall be no increase in the total wage and fringe package.

8.4 Construction Advancement Foundation.

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

(b) The Employer shall pay to the CAF in accordance with Section 8.1 above for each hour worked by all Employees. Payments shall be made in accordance with Section 8.9 below.

(c) No part of the payments shall be used for the purpose other than as provided in said documents which establish the CAF, and no such payments, either directly or indirectly shall be used for anti-union activities.

(d) Payments required to be made to the CAF shall be deemed to be governed by the provisions of this Agreement pertaining to the enforcement as to the collection of other payments required to be made by the Employer.

8.5 Dues. 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. Said payments shall be made in accordance with Section 8.9 below.

8.6 Vacation Fund. Further, it is agreed that the amount set forth in Section 8.1 above for vacation shall be deducted from the wages of the Employees and paid by the Employer in accordance with Section 8.9 below.

8.7 Apprenticeship.

(a) The Employers agree to make the contribution rate for the Apprenticeship Funds shall be the amount set forth in Section 8.1 above, for each hour worked by an Employee.

(b) It is agreed that there shall be established a Joint Apprenticeship Training Committee comprised of an equal number of Employee and Employer representatives. This Committee shall be run in compliance with all applicable laws, and the Apprenticeship Training Program shall be administered in accordance with the provisions of the National Labor Relations Act, as amended, and also in accordance with the provision of the trust agreement, which established the Apprenticeship Training Fund.

(c) **Apprentice Ratio.** For every two (2) Journeyman, there may be one apprentice utilized when available. The Joint Apprenticeship & Training Committee shall recruit and indenture a sufficient number of apprentices to meet the demands upon the program.

(d) **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

8.8 Contributions to BCRC.

(a) Various Employers under this Agreement and the Union are members of Building and Construction Resource Center, Inc. ("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.

(b) Each Employer under this Agreement shall pay to BCRC in accordance with Section 8.1(a) above for each hour worked by each of its Employees. Said payments shall be made monthly in the manner and at such times as are established by the BCRC. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC.

(c) Payments required to be made to 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 Employer.

8.9 Employee Benefit Rates. The Employee benefit rates set forth in Section 8.1(a) above for each hour worked for Health & Welfare, Pension, Vacation, Apprenticeship, Dues Check-Off, BCRC, and CAF shall be combined into one check made payable to the Indiana State Council of Plasterers & Cement Masons H&W and Pension Fund and mailed to P.O. Box 50440, Indianapolis, Indiana 46250. The amount paid shall be in accordance with any changes in required payments during the term of this Agreement.

8.10 Liquidated Damages, Audit and Collections.

(a) A liquidated damages charge of fifteen percent (15%) is imposed for all delinquent payments of amounts required to be paid hereunder. A payment is considered delinquent if not received at the designated depository by the 20th day of the month following the end of the month when the work was performed. The parties agree that the Trustees of the Funds enumerated herein have authority to alter the date upon which payments are considered delinquent and the liquidated damages percentage to be assessed. Payment of said liquidated damages shall accompany the payment of the delinquent account. The parties acknowledge that the amount of administrative costs imposed by late payments is difficult to determine and that the 15 percent liquidated late charge assessment is reasonable under the circumstances.

(b) 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 and/or picket said Employer.

(c) 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 8.9 above.

(d) The Employer agrees to submit, upon request, all requested records to the Trustees of the various Funds or their designated agents or representatives for the purposes of conducting audits to determine the Employer's compliance with the terms of this Agreement and the various Trust Agreements.

(e) If found to be delinquent, the Employer is obligated to pay all audit costs, attorney fees, court costs and any and all other related costs incurred by the Funds in the audit and delinquency recovery process.

(f) The parties acknowledge that the Trustees of the various Funds applicable herein have full authority and discretion in the manner in which they audit contractors and collect delinquencies.

ARTICLE 9 - RESPONSIBILITY AND RIGHTS

9.1 Insurance Coverage. No Employee shall work for any Employer unless said Employer has his employees insured under the state workmen's compensation laws and is complying with social security, unemployment insurance acts and all have laws covering the same regardless of the number of employees employed by the Employer.

9.2 Access to Premises. The Union president or business agent, carrying proper credentials, shall be allowed to visit the jobs during working hours to interview the Employer, steward, or Employees at work, but shall in no way hinder the progress of the job.

9.3 Scaffolds. All hanging or swinging scaffolds shall conform to applicable safety laws and regulations. OSHA approved safety harnesses shall be furnished to and worn by all Employees while working on said scaffolds.

9.4 Steward. The Union shall have the right to designate a working journeyman of Local 692 as steward from the Employer's workforce. Stewards shall be given an opportunity to work at all times when two (2) or more Employees are working, whether during or outside regular hours, in order to perform their duties of enforcement of this Agreement.

9.5 Identification Documents. It is agreed that the Union will notify its members that when a member reports to work as a "new hire" for an Employer, the member shall bring the required documents showing citizenship status to the Employer required by law so that "I-9" forms can be completed prior to the Employee starting work.

9.6 Subcontracting.

(a) The territorial and occupational jurisdiction of the Union as stated in this Agreement shall be recognized to the end that if the Employer subcontracts or contracts out such work at the jobsite he shall do so only to an employer who has or will sign a contract with the Union prior to the commencement of such work.

(b) In addition, project agreements may be accepted under the same terms and conditions set forth under this Agreement.

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

ARTICLE 10 - ADJUSTMENT OF DISPUTES

10.1 There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the parties to this Agreement, unless such is expressly authorized in some other Article of this Agreement.

10.2 All differences of opinion or disputes over the provisions of this Agreement shall be handled by the following grievance procedure:

Step 1: If a difference of opinion or dispute arises, it shall be discussed by the Employee with their immediate supervisor within fifteen (15) days of the event giving rise to the dispute. Disputes over rates of pay or hours worked must be raised within 30 days of the event

Step 2: If the difference of opinion or dispute cannot be adjusted or settled at Step 1, it shall be reduced to writing and referred to the Employer's representative and the Union within five (5) days of the Step 1 discussion. The Union and Employer shall meet and discuss the dispute, and the Employer shall provide the Union with a written answer within ten (10) days of the Step 2 meeting.

Step 3: If the parties fail to agree, the dispute shall be referred within ten (10) days of receiving the Employer's written response, to a Grievance Panel established under this Agreement to hear disputes. The Grievance Panel shall consist of six (6) members, three (3) appointed by the Union and three (3) by the Employer.

10.3 The Grievance Panel shall meet within fourteen (14) days of receiving the written grievance and shall hear evidence from both parties to the dispute. If, by majority vote, the Grievance Panel renders a decision, it shall be final and binding on both parties. The Grievance Panel shall notify the parties in writing of its decision within five (5) days of the hearing.

10.4 If the Grievance Panel deadlocks, either party may refer the grievance to the Federal Mediation and Conciliation Service ("FMCS") for final and binding arbitration. The party wishing to refer the matter to FMCS will request a list of five (5) arbitrators within 30 days of receiving a written notification of the deadlock by the Grievance Panel. The parties shall select an arbitrator from the list provided by FMCS by each party alternatively striking a name until only one remains, who shall be appointed as the arbitrator. The expenses of the arbitrator shall be borne by the losing party.

10.5 Strikes and Lock-Outs:

During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any Employee. Failure of the Union or Employees to cross any picket line at the Employer's project site is a violation of this Article.

The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activity which violates this Article. Any Employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, subject to grievance procedure.

The Union and its principal officers will immediately instruct, order and use its best efforts to cause its members to cease any violation of this Article.

If the Union initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer may pursue all legal and administrative remedies and any damages available thereto related to the Union's violation of this Article.

10.6 Jurisdictional Disputes: The grievance procedure shall not apply to any jurisdictional dispute. All jurisdictional disputes shall be settled under the procedures contained in Article 4 of this Agreement.

ARTICLE 11 - UNION SECURITY

11.1 All Employees covered by this Agreement shall be required as a condition of employment, to become members of the Union eight (8) days following the beginning of their employment or the effective day of this Agreement, or the signing of this Agreement, whichever is later, provided that membership is available to the Employee on the same terms and conditions generally applicable to other members. Employees, who are more than sixty (60) days in arrears with their Union dues, shall be replaced by a paid-up member who is a qualified Cement Mason upon written request by the Business Agent. Any portion of this Section 11.1 that is in conflict with any law or regulation shall be null and void.

11.2 An Employer shall have the right, if he elects to do so, to bring in Employees from outside the territorial jurisdiction of Areas 165, 406, 438 in an amount not to exceed fifty percent (50%) of all Employees to be employed under this Agreement in the territorial jurisdiction of where said work is to be performed, with odd man being supplied by the home jurisdiction. This requirement may be waived, on a short term basis, upon mutual agreement between the Employer and an authorized Union representative from the geographical area in which the work is to be performed.

ARTICLE 12 - SAVINGS CLAUSE

12.1 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 hereafter enacted, or hereafter becoming effective shall be void and of no force or effect, and this Agreement shall not be affected thereby. It is further agreed that should compliance with any Federal Law, or amendment thereof, or any other regulation issued thereunder, now 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, effective on the effective date of such law, order or regulation, this Agreement shall be deemed to have been automatically amended in such manner as required by compliance with such law, order or regulation.

ARTICLE 13 - DISCRIMINATION

13.1 The Union and Employer shall fully comply with all the requirements and provisions of Title VII of the Civil Rights Act of 1964, as amended, Executive Order No. 11246, the Americans with Disabilities Act, the Family and Medical Leave Act, and the Age Discrimination in Employment Act, and in accordance therewith, do hereby agree that there shall be no discrimination for, or against any employee or applicant for employment, because of race, color, religion, national origin, sex, age, or disability.

ARTICLE 14 - DURATION, AMENDMENT, AND TERMINATION

14.1 Term. This Agreement shall become effective January 1, 2012, and remain in effect to and including May 31, 2015. It shall continue in effect from year to year thereafter January 1st to and including December 31st of each year, unless notice for amendment or termination is given in the manner provided herein.

14.2 Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other party, in writing at least sixty (60) days prior to December 31, 2011, and any December 31st thereafter of any year. Whenever notice is given for amendments(s) the nature of the amendment(s) desired must be described in the notice, and until a satisfactory conclusion is reached therein the original provision(s) of this Agreement shall remain in full force and effect.

14.3 The Parties agree that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association), in approving this Agreement as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this Agreement in any manner whatsoever.

14.4 It is further stipulated and agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certified that this Agreement is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and for no other purpose or reason.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 The Employer retains full and exclusive authority for the management of its operations. The Employer retains all management rights not specifically limited by the terms of this Agreement, including, but not limited to the selection and hiring of all personnel; the selection of all supervision; promotion, transfer and discharge of Employees. The Employer has the right to establish work rules governing safety, efficiency and order of the work force. The Employer shall be sole judge of the qualifications of an employee.

15.2 No rules, customs or practices shall be permitted or observed which limit or restrict productivity, efficiency or limit or restrict the joint or individual working effort of Employees.

15.3 Parties by agreeing to this management rights provision also agree that the implementation and enforcement of any policy or practice resulting from this provision shall be subject to the parties' grievance and arbitration provisions.

ARTICLE 16 - ENTIRE AGREEMENT

16.1 This Agreement represents the entire Agreement between the parties and is the result of negotiation in which both parties had the opportunity to negotiate their proposals with the other. During the life of this Agreement, there shall be no further demands made upon either party. No change shall be permitted in this Agreement without the written approval of the Union and Employer.

ARTICLE 17 - MARKET RECOVERY

17.1 The wage rates to be paid to Employees for bargaining unit work performed on projects subject to this Article 17 will be 85% of the wage rates, and 100% of fringe benefits, provided in Article 8 above.

17.2 Covered Projects. Projects subject to this Article 17 shall consist of projects whose cumulative value for all concrete items of work/portion of a project is \$250,000.00 or less. However, on certain projects which have a cumulative value for all concrete items of work/portion of a project that is more than \$250,000.00 and 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 17. This Paragraph 17.2 may be modified by mutual consent of the parties. **17.3** The Union may cancel this Article 17 as to a particular Employer if in its sole judgment the Union believes the said Employer has violated or abused this Article 17. Provided further, should a difference of opinion arise pertaining to work covered by this Article 17, the difference of opinion shall be settled in accordance with Article 10.

17.4 It is agreed that this Article 17 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 17. If it has been determined by either party that this Article 17 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 17 may be revised for the purpose of making it more effective.

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

17.6 Applicability – This Section 17 shall not apply on publicly bid projects which have a required wage and fringe package in excess of that provided for in this Section 17. Additionally, this Section 17 shall only apply to Jasper, Newton, Pulaski and Starke Counties. Should this Market Recovery program prove to be successful, the geographical scope may, upon mutual agreement between the Union and the Employer, be expanded. However, no geographical expansion beyond Jasper, Newton, Pulaski and Starke Counties shall occur prior to May 1, 2013.

ARTICLE 18 - UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

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

ARTICLE 19 - 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, then 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 but 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 Plasterers & 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.

IN WITNESS THEREOF, the parties have executed this Agreement this 1st day of January, 2012.

EMPLOYER

UNION

Company

Name

Officer Signature

Title

Printed Name

Name

Title

APPENDIX A - WAGES

CEMENT MASONS, LOCAL UNION #692 – AREAS #165, #406, #438

The following amounts outlined for each Area shall be paid for each hour worked by each Employee:

Description	Area 165	Area 406	Area 438
Journeyman			
Foreman (+\$3.00)			
Health and Welfare			
Pension			
Apprentice			
CAF			
BCRC			
Vacation Pay (Deduct)			
Working Assessment (Deduct)			
International Assessment (Deduct)			
TOTAL PACKAGE			

On June 1, 2012, there will be an Eighty Cent (\$0.80) increase to be used as needed.

On June 1, 2013, there will be an Eighty Cent (\$0.80) increase to be used as needed.

On June 1, 2014, there will be an Eighty Cent (\$0.80) increase to be used as needed.