

CEMENT MASONS AGREEMENT
LOCAL UNION #692 - AREA #694
LOUISVILLE, KENTUCKY

This Agreement by and between Independent Contractors acting as the collective bargaining agent itself, individually and collectively, hereinafter called the "Company" and Cement Masons Local Union #692 - Area #694 of the Operative Plasterers and Cement Masons International Association, affiliated with the American Federation of Labor, acting as the collective bargaining agency for the employees whom it represents individually and collectively, hereinafter called the "Union".

WITNESSETH

For and in consideration of the mutual advantages to be derived by the parties hereto, they, and each of them do covenant and agree individually and collectively, that when employees represented by the Union are directly employed by the Company, such employment shall be in accordance with the terms of this contract.

ARTICLE I

Section 1. 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.

This contract shall not be construed as covering, requiring, or limiting the employment of superintendents, timekeepers, watchmen, or any other employees acting in the capacity of representatives of management.

Section 2. The company in the procurement of employees shall carefully consider workmen skilled in such craft, or to persons who have had experience in the work covered by this Agreement.

Section 3. TERRITORIAL JURISDICTION. In the state of Kentucky the counties of Adair, Allen, Anderson, Barren, Bath, Bell, Boyle, Bullitt, Butler, Carroll, Casey, Clay, Clinton, Cumberland, Edmonson, Estill, Franklin, Garrard, Grayson, Green, Hardin, Hart, , Hopkins, Jackson, Jefferson, Knox, Larue, Laurel, Lee, Lincoln, Logan, McCreary, Marion, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Nelson, Nicholas, Oldham, Owsley, Powell, Rockcastle, Russell, Shelby, Simpson, Spencer, Taylor, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley, and Wolfe, and territories awarded by the O.P.C.M.I.A International Association to Local #692 - Area #694. The operations covered hereby are all construction operations, including alterations, remodeling, maintenance, repairs, and wrecking, undertaken by the Company and work historically assigned to the Cement Masons by the Contractor signatory heretofore.

Section 4. The Company may purchase materials from any source of supply and haul or have hauled with their own trucks or with the trucks of others such materials so purchased. The processes of production and distribution of materials shall not be permitted to affect the intent of this Agreement, which is to provide for the orderly and continuous prosecution of the operations hereby covered.

Section 5. For the purposes of this Agreement, all work performed under Article VI, Section 7 (c), shall be any structure intended for use as shelter, protection, comfort, or transportation.

Section 6. (a) Within the limitation herein imposed, the Company shall be privileged to employ and discharge at will and the employees covered by this Agreement to work for any employer provided, however, no employee shall be discharged for upholding legitimate Union principles. The Company and the Union will be the judge of the qualifications, capability, number, purpose, and tenure of their employees. It is further agreed that the Union will not strike or slow down against members of the Company for upholding accepted management principles. The Company shall not be required to engage a new employee or employees for an incidental operation, which can be performed by an employee, or employees, already on the job, provided such incidental operation could be performed without using tools peculiar to another craft.

(b) STEWARDS. The Union shall have the right to designate a steward for each job. The steward shall be retained on any given job as long as, or when, any member of the Union is employed on the project if the steward is fully qualified to perform the available work. Provided, however, the steward shall not have the right to be retained on the project in preference to other employees covered by this Agreement if such employees are designated by the Employer as part of his regular work force.

Section 7. When visiting the jobsite, the Union Business Representative shall notify the Superintendent of the Employer of his presence on the jobsite immediately upon entering the jobsite or follow the procedure established by the employer upon arrival at the jobsite.

Section 8. The Company shall furnish any tools, equipment, or devices needed for the work, other than those customarily furnished by the employees, and the Union shall have the obligation to use and operate same as when directed. The employees shall exercise care to maintain same in safe condition and suitable for use. Employees shall have time to sharpen tools damaged while working.

Section 9. The Company or Employer shall notify the Union when additional or replacement employees are needed, with a minimum of forty-eight (48) hours notice as to allow the Union to provide the needed employees per the Company's request. Should the Union be unable to fulfill the Company's request, then the Company may assign other workers to perform those job duties on a temporary basis. No employer shall employ any person whom he has induced to leave another job.

Section 10. The Company shall provide ice water from April 1st to October 31st, proper toilet facilities, and a shelter for employees to protect them from inclement weather.

Section 11. SAFETY. The employees covered by this Agreement shall at all times while in the employment of the Company comply with and be bound by the safety rules and

regulations as established by the Company in accordance with the Construction Safety Act and OSHA. These rules and regulations are to be posted on the project.

The Company will furnish Hard Hats and they will be worn by all employees where practical, if the Hard Hats are not returned, the Company may deduct cost of same from the employees' pay.

Section 12. MANAGEMENT RIGHTS. The Company retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, or discharge for just cause.

The Company shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Company shall schedule work, and shall determine when overtime will be worked.

The foregoing enumeration of Management Rights shall not be deemed to exclude other functions not specifically covered by this Agreement.

Section 13. SUBCONTRACTING. The Company, or signatory Contractor, who subcontracts any portion of the work at the jobsite within the jurisdiction of the Union as set forth in Article I - Section 3 of this Agreement, agrees he will not subcontract to any firm or corporation unless the aforesaid person, firm, or corporation performing the subcontracted work in question agrees to observe and be bound by all the terms and conditions of this Agreement. The Union recognizes that the employer is free to subcontract work not coming within the jurisdiction of the Cement Masons Union as set forth in Article I - Section 3 of this Agreement, to employers who are not signatory to this Agreement.

ARTICLE II **WAGES**

Section 1. WAGES. The regular rate of wages to be paid Journeymen Cement Masons for each hour worked during the term of this Agreement shall be as follows from June 1, 2012 through May 31, 2015

| | <u>06-01-12</u> |
|----------------------------------|-----------------|
| Journeyman Rate | \$ 21.00 |
| Foreman | \$ 22.50 |
| Health & Welfare | \$ 6.15 |
| Pension | \$ 3.25 |
| Apprentice | \$ 0.40 |
| Work Dues (Deduct) | \$ (1.39) |
| International Work Dues (Deduct) | \$ (0.31) |
| Vacation (Deduct) | \$ (1.00) |
| Total Package | \$ 30.80 |

Effective June 1, 2013 there will be a fifty cent (\$0.50) increase to be disbursed as voted by the membership.

Effective June 1, 2014 there will be a fifty cent (\$0.50) increase to be disbursed as voted by the membership.

Local #692 - Area #694 reserves the right to divert any of the afore mentioned monies to fringe benefits upon thirty (30) days notice to the Contractors.

(a) FOREMAN. On any job employing three (3) journeyman, or more, one shall act as foreman and receive foreman's rate of pay for each hour worked in the amount of one dollar and fifty cents (\$1.50) above the journeyman's hourly rate of pay.

(b) Any Cement Mason required to work on a suspended scaffold over twenty-five feet (25') shall receive twenty-five cents (\$.25) per hour above journeyman's rate.

Section 2. HEALTH AND WELFARE FUND. The employer agrees to contribute the amount set forth under Article II Wages - Section 1, Health & Welfare for each hour worked into the Indiana State Plasterers and Cement Masons Health & Welfare Fund.

(a) If a National Health Care System becomes mandated to employers and participants of the Union Health & Welfare Fund in some way causing the plan to become obsolete or unlawful, the parties of this Agreement will negotiate how the contributions referenced in Article II will be redistributed within the Agreement or elsewhere.

Section 3. PENSION FUND. The employer agrees to contribute the amount set forth under Article II Wages - Section 1 Pension for each hour worked into the Indiana State Plasterers and Cement Masons Pension Fund.

(a) 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.

Section 4. VACATION FUND. The Employee agrees to deduct the amount set forth in Article II – Section 1, Wages for the Vacation Fund.

Section 5. DRUG POLICY. During the term of this Agreement the local building trades adopt a Drug Testing Policy, both parties agree that this agreement may be reopened only for the purpose of negotiating language into this agreement with respect to a drug testing policy.

Section 6. ALL MONIES, Health & Welfare, Pension, Apprentice, and Vacation & Working Dues Deducts shall be combined into one check made payable to the Indiana State Plasterers and Cement Masons Health & Welfare Fund (ISC P&CM H&W FUND). The reports and check must be mailed to Morris Associates, P.O. Box 50440, Indianapolis, Indiana 46250 NOT LATER than the tenth (10th) of each month. If not received by the fifteenth (15th) day of the month, Local #692- Area #694 reserves the right to remove all employee members of this agreement from the employment of the delinquent employer, and the Union may demand payment immediately. Each week thereafter, the monies shall be paid by Cashiers Check until such time the Union feels the affected Contractor is making effort to comply with the Contract. Each fringe benefit and contribution will be itemized on regular forms furnished to the Contractors.

Section 7. BONDING. Any Employer or Contractor who becomes a party to this Collective Bargaining Agreement may be required to post a surety bond to guarantee or indemnify the Local Union for payment of wages or contributions to fringe benefit funds, as provided by this collective bargaining agreement. The amount of surety bond to be set in such

sum as may be commensurate with number of employees hired by each contractor. Said bond shall be returned to Contractor after job or jobs are completed, providing, however, any monies are owed to employees or Union; said monies to be deducted and any excess money returned to Contractor. The minimum of Bond is ten thousand (\$10,000.00) to be paid fifteen (15) days after a signed agreement.

ARTICLE III

Section 1. Should any provision of this agreement be contrary to, or in violation of, any applicable existing or future law, then such provisions of this agreement shall be void and of no force and effect, and shall not be binding upon the parties thereto. It is the intention of the parties to fully preserve the full force and effect of all provisions of the agreement not contrary to the law.

ARTICLE IV **WORKING DUES CHECK-OFF**

Effective March 1, 2005, the employer agrees to deduct from an employee covered by this agreement five and one-half (5 ½ %) of journeyman's total package per hour for each hour worked per man. One percent (1%) of said deduction shall be set aside and paid by the Union for International Dues Check-Off and four and one-half (4½ %) shall be retained by the Union. The dues deduct shall be remitted to the appropriate check-off fund, which is the Indiana State Plasterers and Cement Masons Health and Welfare Fund, acting as collecting agency for Local #692 - Area #694.

ARTICLE V **UNION SECURITY**

Section 1. Subject to the provisions and limitations of the National Labor Relations Act, as amended, Section 9(a), all present Employees who are members of the Union on the effective date of this agreement shall 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 shall 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.

Section 2. The Union shall notify the Employer in writing of any default on the part of an employee to pay his/her Initiation Fee, and/or applicable dues, and within twenty-four (24) hours (Saturday, Sunday, Holidays excluded) from the receipt of such written notice, the employer shall discharge employee.

ARTICLE VI
OVERTIME AND SHIFT WORK

Section 1. Eight (8) hours in a day will be between 6:00 a.m. and 5:30 p.m., Monday through Friday, when worked shall be paid at the basic wage rate. The starting time for the Cement Masons will be the same as all other crafts on the job site. Time and one-half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours per day, Monday through Friday and Saturday. Double time the basic wage rate shall be paid for all work performed on Sunday, or Holidays. The foregoing shall apply to building construction.

Where the Cement Finisher works on a composite crew basis with any other craft, and if such craft received double time for over-time, then the Cement Finishers, working on the composite crew, shall receive double time as overtime for the same overtime hours worked. For the purpose of the administration of overtime, the term "composite crew" shall mean only a crew composed of employees from more than one craft union who are jointly assigned to perform the same specific work task on the same job site at the same time.

Section 2. The following schedule of Holidays (the Friday preceding if the Holiday falls on Saturday, or the Monday following if the Holiday falls on Sunday) shall be observed; New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas.

Section 3. If the Employer wishes to work 2 or 3 shifts, the working hours of each shift shall be mutually agreed between the Business Representative of the Union and the Employer or his representative, and in no case shall an employee be allowed to work more than eight (8) hours unless overtime is paid. The Union Business Representative shall not withhold agreement on working hours of the shift except for valid and compelling reasons connected with this Agreement.

When two or more shifts are to be worked for two or more consecutive days, the first shift shall work eight (8) hours and receive eight (8) hours pay; the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay; and the third shift shall work seven (7) hours and receive eight (8) hours pay. Provided, however, when it is impossible to work during the day, the first shift may be omitted. Any hours less than shift hours on the second or third shift shall be considered overtime unless caused by bad weather or other conditions beyond the control of the Employer. No man shall work on more than one shift in a twenty-four (24) hour period. Any of the shifts may be worked irrespective of the other. Employer may use time clocks on the project.

In the determination of time for the purposes of this Agreement, the system of time shall be followed which predominates in commercial and industrial employment in the area of the jobsite.

Section 4. If an employee is ordered to report for work by the Company on any job and he is not put to work, said employee shall receive two (2) hours pay except where employee is prevented from working because of weather conditions unless called off by the employer prior to the pour or other conditions beyond the control of the Company.

Section 5. If a Cement Mason is assigned to productive work, he shall be paid for that day a minimum of four (4) hours, unless work is stopped by weather conditions or other conditions beyond the control of the Employer.

If a Cement Mason is assigned to productive work and he works longer than four (4) hours, he shall receive the full eight (8) hours for such day worked. Except as hereinabove stipulated, an employee is to be paid for time actually worked during which he is required to remain on the job, if required, for the length of time for which he is paid, during which he shall perform any assigned work of a nature customarily performed by this craft.

Section 6. WORK DAY & WORK WEEK. (a) The Cement Masons lunch period will be for one-half hour and will be at the regular scheduled lunch hour of all other crafts on the jobsite. If the employee should not receive that lunch period, he shall be paid for one-half hour at one and one-half times the basic rate. If required to work after 6:30 pm., no deduction in pay shall be made for time while eating supper, which shall not exceed one-half hour, and if the employee should not receive that supper period, he shall be paid for one-half hour at one and one-half times the basic rate. Cement Masons shall be allowed fifteen (15) minutes, without loss of pay, in which to clean, sharpen, and store all tools.

(b) As pursuant to Article 11 - Section 8, of this Agreement the lunch period cannot be compensated for by giving time off from work periods.

(c) A Cement Mason will be given a 15 minute break in the morning and in the afternoon. This break is to be mid-way between starting time and lunch period and quitting time.

Section 7. (a) On concrete work which is to be finished or straight-edged, a qualified Cement Mason(s) must be present when concrete is placed.

(b) All screed settings and one board high rails must be done by a qualified Cement Mason.

(c) CRAFT JURISDICTION. It is mutually agreed that the work of Cement Masons under this Agreement shall include the finishing of all concrete construction for buildings, bridges, elevators, smokestacks, cooling towers, curbs and gutters, sidewalks, streets, roads, alleys, and roofs of massed or reinforced concrete slabs. All flats surfaces of cement construction including the laying and spreading and finishing of all types of bituminous concrete pavement and floor (but excluding asphalt tile floors). The operation and control of all types of vacuum mats used in the drying of cement floors; the application of all types of floor sealer, the finishing or washing of all concrete construction; the mixing of pigment with cement, setting forms for concrete slabs on grade; magnesite rubbing or grinding of all concrete materials, the working of concrete or cement, whether done by brush, broom, trowel, float or any other process including the operation of machine for scoring floors, or any other process that may be used in connection with the Cement Masons trade; the leveling of all footers and walls to grade, the rodding, spreading and tapping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and the running of all base sixteen inches or less in height with floors of the above-mentioned materials are used; patching, brushing, chipping, and bush hammering, rubbing or grinding if done by a machine or carborundum stone of all concrete construction; the setting of all expansion strips, screeds, stakes and grades and curb forms; the pointing and patching and caulking around all steel or metal window frames that touch concrete; the line and finishing of gypsum material roof; all dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that are set on concrete foundation, the use of trowel machine, kelly floats, grinding machines, vibrating strike-off machines, concrete saws, or the use of any power driven machines and the finishing of concrete or cement; all finishing in back of concrete machine such as rodding off concrete, to include laser screed; the finishing of all concrete surfaces either

by float, trowel, broom, or any other method required to bring concrete to a uniform surface condition, including pervious concrete, and all concrete polishing systems, all rubbing concrete surfaces on bridges and viaducts, under-passes, tunnels and highways where uniform surfaces are required, either by hand or by machine including all pointing and patching thereon; and the troweling of mastic waterproofing on concrete surfaces and the breaking or cutting of all wall ties.

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, and all work jurisdiction as defined in the Operative Plasterers and Cement Masons International Constitution.

(d) ADJUSTMENT OF DISPUTES. It is agreed that this collective bargaining agreement covers all work within the work jurisdiction of the OP&CMIA as presently set forth in its International Constitution under the sections dealing with Plasterers and Cement Masons jurisdiction. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreements of records with other crafts, awards contained in the Green Book, or as result of decisions by the National Joint Board for Settlement of Jurisdictional Disputes.

(e) The Employer and the Union severally agree to be bound by all terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry know as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the "Plan") . In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrator or National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer as set forth in the Plan and under this Agreement.

(f) The Union and the Employer shall cooperate to the fullest extent in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

Section 8. Under no conditions shall less than two (2) Cement Masons work on a job after regular quitting time.

Section 9. When the Employer anticipates the use of calcium chloride or any material, which might be injurious to Cement Masons, they shall be given prior notice of such intention.

Section 10. Employees shall be paid during the regular working hours of the day as regularly established by each Company. If an employee works on the job only one day and is terminated by the Company then his pay check for that day will be made available to him that day or will be mailed to him within twenty-four (24) hours, at the Company's choice.

Section 11. The Union and the Company mutually agree that they will not discriminate against anyone because of race, creed, age, sex, or national origin in accepting members or in the selection and hiring of employees, and do further agree that they will comply with all State and Federal Laws and Regulations regarding Equal Employment Opportunity.

Section 12. It is agreed and understood that the Employer, upon request of the Union, shall hold a pre-job conference with the Union prior to starting work on any project.

ARTICLE VII
APPRENTICESHIP

Section 1. 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 #694.

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.

On any job where there are two (2) or more journeyman working, Local #692 - Area #694 reserves the right to place one (1) apprentice on such job.

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

Section 2. The following wage rates shall apply to apprentice Cement Masons:

| | | |
|------------------------|------------------|------------------------|
| 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. 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 Article II - Section 1 entitled Wages 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 VIII

Section 1. The Company shall appoint a standing committee of two (2) persons and the Union a standing committee of two (2) persons to promote the operation of this Agreement.

Section 2. All disputes of every type and character between the parties hereto arising from this Agreement, which are not settled directly between the persons interested, shall be submitted to a Joint Arbitration Committee, composed of the Standing Committee (the representation from each standing committee to be equal in numbers), the Joint Arbitration Committee shall meet within forty-eight (48) hours after a request to do so is received from either the Company or the Union. The Joint Arbitration Committee shall hear and consider all evidence presented by the parties, including that of the business representative of the Union. The Committee shall render a decision by majority vote of its members. In the event a majority decision is not arrived at within twenty-four (24) hours after the hearing is concluded, the Committee shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) person qualified to act as arbitrator. The Company Committee and the Union Committee, after receipt of the list, shall have the right to strike three (3) names from it in the following manner; The two committees shall determine by lot the order of elimination and thereafter shall in that order alternately eliminate one name until only one (1) remains. The seventh or remaining person named shall thereupon be accepted by both the Company and Union as Arbitrator. A

decision of the Joint Arbitration Committee or of the Arbitrator shall be final and binding and shall be promptly complied with by all parties interested. The compensation of the Arbitrator and other costs of arbitration, if any, previously authorized by the Standing Committee, shall be borne equally by the Company and the Union. The Arbitrator shall have no power to add to, subtract from, change, or modify any of the provisions of this Agreement or to set wage rates for the parties.

Section 3. The solidarity of the component individual organizations executing this Agreement is the essence of this Agreement, and neither the Company nor the Union, nor any member of either, shall, during the life of this Agreement, be relieved of any or all obligations imposed herein (except as specified herein) and they shall be obligated to conform all conditions hereof during the life of this Agreement.

Section 4. The Company shall not be bound by the terms and provisions of this Agreement unless he signs.

ARTICLE IX

Section 1. It is not the intent of the COMPANY or the UNION to contract herein in violation of any Federal or State Statute, and, if any Article or Section or Part hereof be construed a violation of law, then such Article or Section or Part hereof shall be void and nullity to the extent of such violation.

Section 2. In consideration of the concessions made to each other in negotiating this contract, each of the parties agree that it will not, prior to the expiration date hereof, demand any modification or termination of the conditions herein stated, nor demand a contract on subjects not herein covered,

This Agreement shall be the sole and controlling source of employee rights and benefits and the entitlement of employees to rights, benefits, privileges and compensation shall be governed solely by this Agreement, without regard or reference to practices or policies of the Employer as they may have existed to before the effective date of this Agreement.

Section 3. DURATION. Except as limited by Article II - Section 1 herein, this Agreement shall be in full force and effect from June 1, 2012 to May 31, 2015.

ARTICLE X

Section 1. If any change or addition to this agreement is desired, a special meeting of the Joint Board shall be called to make such change, addition, or amendment and such change shall be binding on all signatories of this agreement.

This Contract expires at midnight May 31, 2015. This Contract may be renewed if no change is desired by the parties. Each party agrees to notify the other party of any change desired in this Contract not less than 60 days before the expiration date.

If working conditions other than wages should require a change, a meeting can be called by either party; and such change, if agreed upon, will not invalidate the rest of the agreement.

Section 2. All employees covered by this agreement shall be governed by the By-Laws and Constitution of Local #692 - Area #694, Operative Plasterers and Cement Masons International Association. Employees shall not be required to accept work from any individual or contractor who does not abide by the provisions of this agreement.

Section 3. In the interest of providing employment for all journeymen and apprentice cement masons who are members of Local #692 - Area #694, it is agreed that at all times during the progress of any and all jobs, 50% of the cement masons employed by the contractor, plus the odd man, if any, shall be home members of Local #692 - Area #694, if available. However, if at the start of a job, local men are not available, other traveling members of the O.P.& C.M.I.A. who are employed will not be forced to leave to make room for local men.

For the mutual benefit of the contractors and the members of Local #692-Area #694, OP&CMIA: If the Business Representative finds it necessary to “borrow” employees to man work that Local #692 - Area #694 claims, or to man jobs using new or specialized materials, it is requested that all contractors give the Business Representative full cooperation.

SIGNATURE PAGE

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, by their duly authorized officers.

FOR THE COMPANY

Company Name
(Please Print)

Authorized Signature

Address

City State Zip

Phone Fax

Date

FOR THE UNION

Business Representative

OPCMIA Local 692 – Area 694
1734 Mellwood Avenue, Suite B2
Louisville, Kentucky 40206
chuck821694@aol.com

Phone 502-640-4932 Fax 502-721-9822

Date