

JOINT AGREEMENT

By and Between

BUILDING CONTRACTORS ASSOCIATION OF FT. WAYNE, INC.

and

LOCAL AREA #692 - AREA #101 FORT WAYNE

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION**

This Agreement, made and entered into the first (1st) day of June 1, 2009, and remains in effect until midnight on May 31, 2012, by and between the Building Contractors Association of Ft. Wayne, Inc. and Independent Contractors, acting solely as the negotiating agent for its members who have assigned their bargaining rights to the Association, a list of which is attached hereto and made a part of hereof, hereinafter known as "Employer", party of first part, and Local Union #692 - Area #101 Ft. Wayne of the Operative Plasterers and Cement Masons International Association, Ft. Wayne, Indiana, hereinafter known as the "Union", party of the second part.

PREAMBLE

The parties to this Agreement, pursuant to the expressed findings of the Legislature of this State and the Congress of the United States, recognize that the individual worker, operating with our group assistance, is commonly helpless to exercise actual liberty of contract, to protect his freedom of labor and to obtain acceptable terms and conditions of employment. Accordingly, the parties have entered into this Agreement in the negotiation and execution of which the individual employees of the Employer are represented by the Union, their collective bargaining representative. The Employer and Union hereby pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. The Employer and the Union shall fully comply with all requirements contained in Executive Orders No. 10925 and No. 11114 and will comply with all rulings promulgated by the Committee on Equal Opportunity established thereunder. The Union agrees to furnish the Employer at his request any statement or data required by either Executive Order.

The Employer agrees in the employment of Journeyman and the Union agrees in the referral of Journeyman, and both the Employer and the Union agree regarding the selection of race, color, religion, sex, age, handicap, or National origin in accordance with City, State, and Federal law.

WITNESSETH

The Preamble and Declaration of Principles contained in Article I hereof have been adopted and made a part of this Agreement and have been affirmed as the principles under which

the contracting parties agree to operate, based on the understanding that both parties have harmonious relations necessary to improve and further the relationship between the Employers, the Union, and the Public, which we serve.

Now, therefore it is agreed as follows:

ARTICLE I

This Agreement entered into by the above named parties is for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of grievances and disputes that may arise between the Employer and the employee in the Concrete and Building Industry in the territory covered by this Agreement.

ARTICLE II

The Employer recognizes the Union as the sole and exclusive bargaining agent for all journeyman and apprentices in the employ of the Employer with respect to wages, hours, and other terms and conditions of employment on any and all work described herein.

ARTICLE III

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the performance of work within the trade jurisdiction of Operative Plasterers and Cement Masons in the following Indiana Counties: Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wells, Whitley.

Section 2. In the event of a jurisdictional dispute between the Union and any other Union affiliated with the Building and Construction Trades Department, AFL-CIO, the parties hereto agree to comply with the procedural rules and regulations of the National Joint Board for the Settlement of Jurisdictional Disputes.

For the purpose of complying therewith, the following are the jurisdictional claims of the Cement Masons insofar as they are not inconsistent with the decisions and agreements for record as contained in the "Green Book" of the National Joint Board for the Settlement of Jurisdictional Disputes, and/or any jurisdictional agreement attested by the impartial umpire and signed by the O.P. & C.M.I.A., and any other International Union signatory to the National Joint Plan:

(a) All Concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets, and roads, paving alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, laying and spreading and finishing of all types of bituminous concrete, including all types of asphalt floors and pavements, the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines, operation of machines for cutting joints in floors, slabs, and walks. The finishing of latex materials and all epoxy coatings and wrappings after standard prep work and all other types of underlayment including patching of all holes in preparation for laying mastic and other types of floor coverings on all concrete construction. The finishing,

sandblasting for design effect, or washing of all concrete construction, using any color pigment when mixed with other process including operation of machine for scouring floors, or any other purposes they may be used for in connection with Cement Masons' trade.

The rodding of all concrete and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement and plastic material six (6") inch base or less, preparatory work on concrete construction, such as cutting of nails, wires, wall ties, etc., where patching, finishing and/or waterproofing if done by bushhammering, rubbing or grinding if done by machine or carborundum stone, and the setting of all stripes, screeds, stakes, grades, curb forms, and any bulkhead that is a single board in height and that has no keyway attached or which is not notched and fitted, curb forms 12" in height or less regardless of boards, shall be set, braced or staked by the Cement Mason. The straight edging and finishing of all pervious concrete. All glass, metal base plates and other materials, set in cement. The pointing, patching, and caulking around all steel or metal windows or door frames that touch concrete. The laying and finishing of gypsum roofs and floors. . The screening, finishing, rubbing, grouting, pointing and patching of all prefabricated and prestressed concrete such as sidewalks, steps, floor or roof slabs, beams, joists, walls, and columns. All cement-mix-drypacking including tilt-up concrete construction. The curing of finishing concrete if done by chemical compound and if done within twenty-four (24) hours after finishing. The spreading, screeding, darbying, floating or trowel finishing of all types of magnesium, oxychloride, cement composition floors, including all types of oxychloride, hand grinding or machine grinding. The preparation of all floor surfaces, bonding, preparation and installation of ground or base courses, steps, and cove base. The waterproofing of all concrete by theroseal. Ironite and plasterweld and similar materials, irrespective of tools, methods or colors utilized. Setting of all expansion materials when set to grade in floors, walks, and driveways. Guniting when one and one-half (1 1/2") inches or less, and all drypacking and grouting, and to include all work pertaining to polishing of all types of concrete.

- (b) The last paragraph (a) does not include any work done in and by the usual method of plastering or shop craft.

Section 3. The Employer, after receiving written confirmation as to the amounts, shall deduct union dues from the wages of each Employee who has voluntarily signed a dues deduction authorization form as required by law. The Union shall make these forms available for inspection to any Employer.

ARTICLE IV

HOURS OF WORK, OVERTIME, AND PAYMENT

Section 1. Eight (8) hours between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a regular workday with one-half (1/2) hour for lunch. Six (6) days shall constitute a work week, Monday through Saturday. However, Saturday will be used as a make-up day only for Employees who have worked for the Employer two days in the current pay period. Saturday work is the sole option of the employee. No discrimination or pressure of any kind will be used to persuade the Employee to work on Saturday if it is not the Employee's desire.

Section 2. Four / Ten Work Week: The employer may request a 4 day 10 hour work week, under the following guidelines. The employee must have the opportunity to work 40 hour, if he does not, he shall work at regular over time rates. When the employee has the opportunity to work a full 40 hours in 4 day then he shall be paid 10 hours straight time hours per day. Friday

shall be used as the make up day at straight time rates. If shift work is required the rules of shift work time and pay will apply. Saturdays and Sundays overtime rates still apply. The work week shall be Monday thru Thursday also normal work hours rule will apply. This section applies when agreed to by the Employer and the Union.

Section 3. All hours worked after the regular eight (8) hour day, Monday through Friday shall be paid at the rate of time and one half (1 ½) times the regular rate of pay. All work done on Saturday will be time and one half (1 ½) unless covered by Section 1, make-up day.

Section 4. All work performed on Sundays and holidays shall be paid for at double the regular rate of pay.

Section 5. Holidays are: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and New Year's Day. All holidays falling on a Sunday and observed on Monday, said Monday shall be paid at double time rate.

Section 6. No work shall be performed on Labor Day except in case of emergency, and then only by mutual consent of both parties to the Agreement.

Section 7. On multiple shift operations, the first shift shall work eight (8) consecutive hours, exclusive of the half-hour lunch period and shall be paid for eight (8) hours work at the regular rate of pay, Monday through Friday. The second and third shifts shall work seven and one-half (7 ½) consecutive hours, exclusive of the half hour lunch period, and shall be paid for eight (8) hours at the regular rate of pay, Monday through Friday. Work performed between 12:01 a.m. Sunday, and 6:00 a.m. Monday, shall be paid for at double the regular rate of pay. No shift work shall be performed on any job unless there will be five consecutive days of work, Union will recognize special circumstances.

Section 8. (a) All Cement Masons necessary to complete any work within the jurisdiction of this contract shall start when the shift begins.

(b) Cement Masons may be required to perform other work coming under their jurisdiction as stated in the contract while waiting for finish work to begin on massive pours or starting time may established if mutually agreed upon by both parties.

Section 9. Any Cement Mason ordered by the Employer or his representative to work, when there is no valid reason for said Cement Mason not being put to work, except by reason of an act of God, said employee shall receive two (2) hours pay, if the job is outside the territorial jurisdiction of this contract, said employee shall receive four (4) hours pay.

Section 10. The Employer or the Employer's representative, and the Cement Mason Foreman, shall determine the number of Cement Masons and apprentices necessary to handle the job. The Employer shall attempt to enable the employees on a crew to take a half-hour lunch break together or staggered from the end of the third hour to the end of the sixth hour of the work day. The employees will cooperate in this effort and cooperate in working with a reduced crew during staggered lunch hours. When no one-half lunch break is feasible during the above period, those employees not able to take the lunch break will be paid an additional three fourths (¾) hour's pay for the day's work.

Section 11. The Employer shall call the Union for all their Cement Mason employees and shall give twenty-four (24) hours notice in advance when requesting same. If the Cement Mason is requested on the morning of the working day, and reports in a reasonable length of time (45 minutes from time being notified by Business Agent) his time shall start at the job starting time, or at the time the pour was started, this is for jobs in a 15 mile radius of Fort Wayne.

Section 12. Cement Masons covered by this Agreement shall be expected to drive anywhere within a 60-mile radius of the Ft. Wayne Courthouse. Cement Masons required to work on projects outside the radius shall be paid the maximum amount allowed for mileage by the IRS per mile each way for the distance traveled between the jobsite and the outer limit of the 60-mile radius. If members are requested to stay overnight, they shall be paid reasonable per diem expense.

Section 13. When a question arises as to whether a work area meets OSHA standards, the job superintendent and finishing foreman, will meet to insure compliance with OSHA.

ARTICLE V
WAGES AND BENEFITS

Section 1. (a) The regular hourly rate of wages to be paid Journeyman Cement Masons during the term of this Agreement shall be as follows from June 1, 2009 through May 31, 2012.

	<u>06-01-09</u>
Journeyman Rate	\$ 22.25
Foreman Rate (5%)	23.36
Foreman Rate (7+)	23.86
Health & Welfare	4.99
Pension	5.00
Apprentice Fund	0.40
Top Notch	0.07
NICAF	0.02
NICA	0.03
Vacation (Deduct)	1.75
International Dues	(0.33)
Dues (Deduct)	(1.47)
Total Package	\$ 32.76

Effective January 1, 2010 there will be a twenty five cent (\$0.25) increase to be disbursed to the Health & Welfare Fund.

Effective June 1, 2010 there will be a forty cent (\$0.40) increase to be disbursed as voted by the membership.

Effective June 1, 2011 there will be a forty one cent (\$0.41) increase to be disbursed as voted by the membership.

Local #692 reserves the right to divert any of the afore mentioned monies listed in Article V – Section 1(a) to Fringe Benefits upon a thirty (30) day notice to the contractor.

On each anniversary date of this Agreement, by mutual consent between the Employer and the Union, the Employer may re-open solely for the purpose of negotiating journeyman's check wage rate affected by prevailing wage projects.

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 by 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 twenty-five thousand (\$25,000.00) to be paid fifteen (15) days after a signed agreement.

Section 2. (a) The Employer agrees to pay into the Indiana State Council of Plasterers' and Cement Masons' Health & Welfare Fund the amount set forth under Article V - Section 1: Health & Welfare, per hour for each hour worked by employees covered by this Agreement in addition to wages herein set out.

(b) The Employer agrees to pay into the Indiana State Council of Plasterers' and Cement Masons' Pension Fund the amount set forth under Article V - Section 1: Pension, per hour for each hour worked by employees covered by this Agreement in addition to wages herein set out.

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 the participating Employers. The Employer agrees to be bound by the Agreement and Declaration of Trust that established the aforesaid Trusteeship. The Employer designates as its 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 Health and Welfare and Pension Fund shall be administered in accordance with all provisions of applicable law.

Said funds shall be administered as provided in Section #302 of the Taft-Hartley Act, as amended to wit; an equal number of trustees shall be appointed by the Employers and the Union. An impartial trustee shall be appointed by the joint, action of both parties hereto.

Said funds shall be maintained only for purpose of purchasing any or all of the following 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

(d) A Vacation Fund will be established and the Employer agrees to the amount set forth under Article V -Section 1, per hour from Employee's pay and will be paid to the named party as requested by the Union.

Section 3. INDUSTRY FUND (a) On work covered by this Agreement, the Employer agrees to pay to the Northeastern Indiana Construction Advancement Foundation (NICAF), two cents (.02) per hour for each hour worked by employees covered by this month for which contribution accrues in the manner, from and in accordance with the rules and regulations as adopted by the Trustees of said fund.

Said payments shall be administered for the benefit of the Construction Advancement of Northeastern Indiana and shall be applied for the purposes and in the manner set forth in the Trust Agreement dated March 12, 1970, established Northeastern Indiana Construction Advancement Foundation (NICAF) as a legal entity, and made a part hereof reference. No part of said contribution shall be used for propaganda, political purposes or purposes opposed to the interests of the Union.

(b) It is expressly understood and agreed that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of the Northeastern Indiana Construction Advancement Foundation.

(c) On work covered by this Agreement, the Employer agrees to pay to the Northeast Indiana Construction Alliance (NICA) three cents (\$.03) per hour for each hour worked by Employees covered by the month for which contribution accrues, in the manner, form, and in accordance with the rules and regulation adopted by the Trustees of said Fund.

Such payments shall be administered and applied for the purpose and in the manner set forth in the Trust Agreement dated May 7, 1999, establishing the Northeast Indiana Construction Alliance (NICA) as a legal entity and made a part hereof by reference. No part of said contribution shall be used for propaganda, political purpose, or purposes opposed to the interest of the Union.

Section 4. The Union and the Labor Relations Council of the Building Contractors Association of Ft. Wayne, Indiana, Inc. and/or signatory Employer, hereby agree that the Drug and Alcohol Testing Program (“Program”) administered by the Indiana Union Construction Industry Substance Abuse Trust is incorporated by reference herein and made a part of this Agreement. The Trustees of the Program shall have the authority to amend the terms of the Program to which employees working under this Agreement will be subject.

The Program will be funded by contributions to the Trust, which will be established by the Trustees of the Program. The Trustees of the program shall have the authority to determine the amount to be contributed by signatory employers to defray the cost of the Program. The Trustees may set the contribution at any rate up to ten (\$.10) cents per hour depending on the Trustees’ assessment of the amount needed to fund the Program adequately to fulfill its purposes. Once the rate has been set, the Trustees may adjust the rate of contribution from time to time within the parameters set forth above, provided the Trustees give the Employer at least sixty days’ notice of any such adjustment.

It is agreed that the Employer contribution to this fund is not part of the wage/fringe package under this Agreement, but is instead a separate additional contribution made by the Employer solely to fund the Program. Accordingly, the establishment or adjustment of the rate of contribution by the Trustees shall not affect the wage rates or the amounts set forth for contributions to fringe benefits funds under this Agreement.

Section 5. The Employer agrees to withhold hourly from the wages of all Journeyman, Apprentices, and Trainees, an amount set forth by the Union as a deduct of working dues.

Section 6. Apprenticeship and Training Program:

(a) 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 #101 Ft. Wayne.

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

(b) 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, 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.

(c) APPRENTICESHIP & TRAINING TRUST FUND: The parties' signatory hereto to participate and be a party to the “AGREEMENT AND DECLARATION OF TRUST - OP & CMIA LOCAL UNION #692 CEMENT MASON APPRENTICE TRAINING AND JOURNEYMAN RETRAINING EDUCATION FUND”. Each signatory party will receive a copy of the AGREEMENT AND DECLARATION OF TRUST. The AGREEMENT AND DECLARATION OF TRUST and the Fund are created, established and maintained, for the purpose of providing such benefits as now are, or hereafter may be, authorized and permitted by law for Participants and in accordance with its provisions written within and in the

Apprenticeship Program, Journeyman Upgrading Training Program and in the Funds other rules and regulations authorized and/or created within the AGREEMENT AND DECLARATION OF TRUST. It is understood, however, that the Journeyman Upgrading Training Program will be created and maintained at the discretion of the Trustees of the Fund, as opposed to the Apprenticeship Training Program whose existence is mandated by this Trust Agreement.

All Employers subject to the terms of this agreement shall contribute the amount of monies specified as the Apprenticeship Fund under Article VI - Section 1. entitled Wage & Benefit Contributions shall be made in a manner prescribed by the BOARD OF TRUSTEES of the AGREEMENT AND DECLARATION OF TRUST but shall be reported upon the same reporting form as is used in reporting contributions to other fringe benefits and Employers may be privileged to make contributions to separate funds in a single payment by bank check.

Should the APPRENTICESHIP PROGRAM, for any reason, be abandoned at the State level, the contributions called for herein shall be disbursed in the manner set forth in the most current Trust Document.

Section 7. ALL MONIES, Health & Welfare, Pension, Apprentice, Top Notch Substance Abuse, NICAF, NICA, Vacation and Working Dues shall be combined into one check made payable to ISC P&CM H&W FUND (Indiana State Plasterers and Cement Masons Health & Welfare Fund). The reports, check, and itemized breakdown must be mailed to Morris Associates, P.O. Box 50440, Indianapolis, Indiana 46250 NO LATER than the tenth (10th) of each month.

Section 8. If not received by the fifteenth (15th) day of the month, it shall be mandatory that Local #692 - Area #101 Ft. Wayne 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. It shall be a violation of this Agreement not to treat all signatories equally under this clause.

Section 9. Any Cement Masons working more than two (2) hours but less than four (4) hours shall receive four (4) hours pay. Any Cement Masons working more than four (4) hours but less than eight (8) hours shall receive eight hours pay, weather permitting, if he remains on the job performing such tasks his Employer may assign him.

Section 10. If the employee is dismissed for any reason, the final check must be paid and postmarked within forty-eight (48) hours of lay-off date. If the check is not received within the required time, the Business Agent has the option to impose a two (2) hour penalty per every twenty-four (24) delay. Sundays and Holidays are excluded.

ARTICLE VI

Section 1. All work shall be done in a workmanlike manner.

Section 2. Any employee covered by this Agreement transferred from one job to another during working hours, by an individual Employer, shall be transferred on the Employer's time.

Section 3. No Cement Masons shall leave the job before the regular quitting time unless directed to do so by Employer Representative.

Section 4. Any Employer and the Cement Mason Foreman shall have the exclusive right to determine the number of men required on a job, the tools and equipment that they should use, and the methods and planning effecting the execution of the work. The foreman shall be appointed by the Employer and may be changed at any time by the Employer.

Section 5. On any job where there are three (3) or more men, one shall be appointed working foreman by the employer. The working foreman shall be paid five percent (5%) above journeyman base rate.

Section 6. Any special tools such as respirators, goggles, special base tools, long handled floats, brushes, brooms, stringent-edge, bolts, or any other tool not ordinarily carried by the employees, shall be furnished by the Employer.

Section 7. When a contracting firm consists of one (1) or more Cement Masons, only one (1) member of the firm shall be allowed to work with tools. A contractor who is. an experienced Cement Mason may act as Foreman if he remains on the job and acts in the capacity of Foreman.

Section 8. There shall be suitable drinking water (with ice if necessary) readily available for Cement Masons.

Section 9. No Cement Mason shall be required to work in an area where there is danger of falling objects or where other trades are employed overhead.

Section 10. No man shall be left alone after regular working hours. Additional man does not necessarily have to be a Cement Mason.

Section 11. No Cement Mason shall be transferred to a job running into overtime unless the men already on the job are also permitted to work overtime.

Section 12. The Employer shall provide a heated shanty, where needed and when possible, for a changing room large enough to accommodate all employees. Employers shall also provide a locked gang box, where needed and when possible, for total security.

Section 13. Any finisher required to work in the rain shall be amply protected with raingear at Employer's expense, and shall not work in a room with open coke salamanders.

Section 14. Where Cement Masons are waterproofing or finishing floors in elevator pits or sumps, same shall be planked over solid one (1) story above.

Section 15. Whenever job site toilet facilities are not adequate, the Employer shall provide for the same and they shall be so constructed that the occupants thereof shall be shielded from view and protected against the weather and falling objects, and maintained in a sanitary condition at all times in compliance with O.S.H.A. regulations.

Section 16. Suitable and adequate first-aid equipment shall be furnished by the Employer on all construction operations. This shall not apply to minor repair work. First aid kits may be

dispensed with where separate hospital rooms, emergency or dressing stations in charge of an attendant, are provided for use of employees who are injured.

Section 17. Cement Masons will refrain from cell phone and all radio use on the job unless the EMPLOYER has agreed upon emergency use, except during official lunch and break periods.

ARTICLE VII

The Union shall have the right to appoint its own steward or stewards without interference from the Employer. In no case shall a steward be discharged because he acted in that capacity. In the event a steward is laid off and his activities on behalf of the Union are found to be a cause, he shall be reinstated in the same capacity with full pay and benefits. The steward shall have no authority relative to hiring, firing or tenure of employment. The Employer and the Cement Mason Foreman shall determine if the person selected by the Union is qualified to perform the work of Steward.

ARTICLE VIII

Section 1. Employees covered by this Agreement shall work for only signatory contractors and Employers who shall carry reliable signatory compensation and liability insurance on the employees, and further shall conform to all Municipal and State regulations pertaining to health and safety.

Section 2. Before commencing a job the union must provide to Employer evidence that the employee has met all of the employment verification system requirements as set forth on the Immigration Reform and Control Act of 1986 (IRCA).

Section 3. Employees will not accept work from any individual or contractor who has not abided by the provisions of this Agreement. Employers shall not be required to offer employment to any individual who has not abided by the provisions of this Agreement.

Section 4. The Employer agrees that any portion of the work covered by this agreement to be done at the job site shall be done either by its own forces in accordance with the terms of this Agreement or by subcontractors who have signed agreements with the Union.

Section 5. Fifty Percent Rule. It is agreed that all times during the progress of any and all jobs, fifty percent (50%) of the Cement Masons employed by the contractor, plus the odd man if any, shall have been residence of the area covered by this agreement the six (6) months preceding employment.

ARTICLE IX

Section 1. During the term of this agreement, disputes as to the interpretation or application of this Agreement, shall be resolved under the following procedures.

Section 2. In the event that a dispute cannot be adjusted within twenty-four (24) hours of its occurrence by the steward and/or the business representative and the Employer's

representative and/or the Employer, the same shall be referred to an independent arbitrator. The aggrieved party shall have seven (7) days after the first step meeting to request arbitration.

Section 3. The party shall select an arbitrator from a list supplied by the Federal Mediation and Conciliation Service. The decision of the impartial arbitrator shall be final and binding on both parties.

Section 4. The cost of arbitration shall be borne by the party losing the case; however, each party shall pay the expenses incurred in the presentation of its own case.

Section 5. All disputes between parties regarding the interpretation or performance of any terms or conditions of this agreement shall be submitted to arbitration in the manner provided herein, except the failure or refusal of the employer to pay wage rates as provided for in a Section 1 of Article VI.

Section 6. There shall be no strike or lockout during the term of this agreement except refusal of the Employer to process a grievance in accordance with the grievance procedure of this agreement, refusal of the employer to submit to the arbitrator provisory of this agreement, failure on the part of the Employer to comply with the reward of the Arbitrator and/or failure of any Employer to make timely and full payments for any and all fringe benefits and deductions.

Section 7. The Employer agrees to recognize the jurisdictional claims of the Union that have been established with other crafts, by agreement or by adjudication.

ARTICLE X

Section 1. The Union agrees not to enter into any agreement with any individual Employer or Group of Employers which provides for its or the Employees less favorable wages, hours, and conditions that are herein specified without extending the same wages, hours, and conditions to the Employers who are parties to this Agreement.

ARTICLE XI

Section 1. This Agreement shall be binding upon the Employer and his successors or assigns.

Section 2. This Agreement shall become effective the first (1st) day of June 2009 and remain in effect until May 31, 2012.

It shall continue in effect from year to year thereafter unless notice for amendment or termination is given between ninety (90) and one hundred twenty (120) days.

ARTICLE XII **UNION SECURITY**

Section 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 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, and replace such employee with a member in good standings with the Union.

ARTICLE XIII

In the event that any part of this Agreement is found to be illegal by any Court of Law or by any Federal or State Administrative Agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such a finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable, and the illegality of one shall not make the remainder of the Agreement null and void.

SIGNATURE PAGE

**101 FT. WAYNE
CEMENT MASON AGREEMENT**

IN WITNESS WHEREOF: The parties to this Agreement have hereunto set their hands and seals, on the date appearing on the first page of this contract.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

BUILDING CONTRACTORS
ASSOCIATION OF FT. WAYNE, INC.

O.P.C.M.I.A.
LOCAL #692 – AREA #101 FT. WAYNE

By its Negotiating Committee

By its Negotiating Committee
