

**CEMENT MASONS AGREEMENT
BETWEEN
LOCAL #692 - AREA #121 OF LAFAYETTE INDIANA
AND
THE TRADE DIVISION OF
THE ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC.**

THIS AGREEMENT, entered into this 1st day of June 2011 by and between The TRADE DIVISION OF ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC., hereinafter known as Party of the First Part and LOCAL UNION NO.692 - AREA 121 OF THE OPERATIVE CEMENT MASONS INTERNATIONAL ASSOCIATION, hereinafter known as Party of the Second Part:

**SECTION 1
BARGAINING UNIT**

The Bargaining Unit shall be composed of all employees engaged in the work described in this Agreement as belonging to the Operative Cement Masons and Cement Masons International Association, Local 692 - Area 121, Counties of Benton, Carroll, Cass, Clinton, Fountain, Howard, Miami, Montgomery, Tippecanoe, Warren, White, and the northern portion of Vermillion as far south as the Fountain and Park County line.

**SECTION 2
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all individuals in the employ of the Employer with respect to wages, hours and other terms and conditions of employment on any and all work described in Section 12 of this Agreement. The Union recognizes the Employer as consisting of The Trade Division of Associated Building Contractors of Lafayette, Inc. as the sole Bargaining representative for the contractors in the area covered by this Agreement.

**SECTION 3
NON-DISCRIMINATION**

No term of this Agreement shall be applied to discriminate against an employee or applicant for employment based on consideration of his race, creed, color, sex, age, or national origin. The parties shall comply with applicable federal and state statutes and the orders and regulations issued by the administrative agencies of competent jurisdiction to bar said discrimination.

SECTION 4
WAGE SCALE

The wages for Cement Masons shall be the amount set forth in Appendix A, Wages and Benefits of this Agreement as specified for Cement Masons and Cement Mason Foreman.

Employees not receiving their proper wages of pay shall be entitled to receive a late fee payment equivalent to four (4) hours compensation (wages but not benefits) at the proper straight time rate of pay for each full twenty-four (24) hour waiting period that proper payment is delayed. The total late fee payment shall not exceed the total amount of wages in dispute. When special circumstances exist relative to honest or clerical mistakes by Employers, overtime hours, week-end work or payment to Employees during situations when the Employer's payroll department may be closed, the checks should be prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid, and then the penalty shall not apply. Written notice may be delivered to the Employer via hand, facsimile or certified mail. Any Employer that has gone six (6) months without failing to make proper payment to its Employees shall be deemed to have made an honest or clerical mistake pursuant to this paragraph so long as the check is prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid. This paragraph is intended to deal with unwarranted delays in payment to Employees, and is not intended to apply to good faith disputes over how wages are to be calculated.

SECTION 5
VACATION PLAN

All Employers agree to deduct the amount as set forth in "Appendix A" for each hour worked for each employee.

All such monies thus withheld shall be deposited by the fifteenth (15th) day of each month for the previous month's withholding (by full work weeks) in the Indiana State Council of Cement Masons and Cement Masons Health & Welfare Fund (ISC P&CM H&W Fund). All such monies deposited will be credited to the individual employee's account. It is the intent that withdrawals will be made automatically once a year and allowing one emergency withdraw once a year.

All emergency withdrawals will require the signature of the Employee and that of the Business Representative of the Union.

Any information regarding the fund, withdrawals, etc., will be available to the Employers at all times.

If the deposit of any Employer fails to reach the Indiana State Council of Cement Masons and Cement Masons Health & Welfare Fund on or before the fifteenth (15th) of each month

following the month being reported by said Employer, the Business Representative may immediately remove all employees in his jurisdiction from said Employer until said deposit is made.

The Union agrees that the fund accumulations will be used by all employees for vacation purposes.

SECTION 6 **HEALTH & WELFARE FUND**

All Employers agree to contribute the amount as set forth in “Appendix A” for each hour worked for each employee. The word Employee shall mean all employees of said Employers. Said contribution shall be made into a general fund hereinafter known as the “Indiana State Council of Cement Masons and Cement Masons Health and Welfare Fund”.

Said fund shall be administered as provided in Section No. 302 of the Taft-Hartley Act, as amended, to wit: An equal number of trustees shall be appointed by the Employers and the Union. An impartial Trustee shall be appointed by the Employers and the Union. Said fund shall be maintained only for the purpose of purchasing the following, but not limited to 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

Said contribution shall be paid into the fund monthly, not later than the fifteenth (15th) day following the close of any month thereafter.

Should either the State or Federal Government pass legislation mandating all Employers to participate in a national or statewide health care plan, it is agreed by the Parties to this Agreement to automatically open this Agreement within thirty (30) days of such passage to discuss same.

SECTION 7 **PENSION PLAN**

All Employers agree to pay the amount as set forth in “Appendix A” for each hour worked for which the employee is paid into a Pension Fund. The contributions of the Employers shall be used exclusively to provide PENSION benefits to eligible employees in such form and amount as the trustees of the Pension Fund may determine and the organization and administration expenses of the Pension Fund.

The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the

Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement.

SECTION 8
APPRENTICESHIP TRAINING FUND-CONTRIBUTIONS

The Employer agrees to contribute the amount as set forth in Appendix A for each hour worked or paid for to employees covered by this agreement. Payment to be made in the manner prescribed by the Board of Trustees of the Apprenticeship Fund and shall commence on the date of the establishment of the Fund and selection of the Trustees. Notice of start of fund shall be sent in writing to all Employers signatory to this Agreement.

SECTION 9
**HOURLY DUES DEDUCTION CLAUSE
AND WORKING DUES DEDUCTION**

Each separate Employer agrees that upon receipt of written authorization from an employee occupying a position included in the bargaining unit, he shall deduct from the wages the amount as set forth in "Appendix A" for each hour worked for journeymen and apprentices, and pay to the Indiana State Council of Cement Masons and Cement Masons Health & Welfare Fund by the fifteenth (15th) day of the following month.

Written authorization shall be irrevocable for a period of more than one year, or beyond the termination date of the Collective Bargaining Agreement in effect between the Employer and the Union at the time of the making of such written assignment: however, that any employee making such a written authorization may agree and direct therein that the authorization and direction embodied therein shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union any time during a period of ten days prior to the expiration of each period of one year, or of each applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner.

All such written authorizations and all withdrawals, cancellations and modifications thereof, shall be valid and effective, notwithstanding anything to the contrary contained therein or herein, only if transmitted to the Employer through the Secretary-Treasurer of the Union.

WORKING DUES DEDUCTION

The EMPLOYER agrees to DEDUCT Working & International Dues from the wages of Employees covered by this Agreement and working in the jurisdiction of Local 692. The amount shall be established by the Union in accordance with their Constitution & By-Laws. Said

deduction shall only be made from the employee's wages after the employer has been furnished a proper authorization card. The dues deduct shall be remitted to the appropriate check-off fund, which is the Indiana State Plasterers & Cement Masons Health & Welfare Fund (ISC P&CM H&W FUND), as the collection agency for Local 692.

SECTION 10 **TOP NOTCH**

The parties to this Agreement agree to participate in Top Notch of Greater Lafayette, Inc., through contributions not to exceed one cent (\$0.01) per hour worked by each employee covered by this Agreement. This Labor/Management Cooperation Committee which is a not-for-profit corporation governed by a Board of Directors consisting of equal numbers of Union and Employer representatives. Details of this Committee are contained in the Articles of Incorporation and By-Laws of the Organization and are made part of this Agreement by reference.

SECTION 11 **REPORTING CONTRIBUTIONS AND DEDUCTIONS**

ALL MONIES, Health & Welfare, Pension, Apprentice Training, Top Notch, Vacation, and Working Dues shall be combined into one check made payable to the Indiana State Council of Cement Masons & Cement Masons Health & Welfare Fund. The reporting forms 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) of the month, the Business Representative may remove all Employees in his jurisdiction from said Employer until the reports and check are received.

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 benefits and deductions as provided by this agreement. The amount of SURETY BOND to be set in sum total may vary as to the number of Employees hired by each Contractor. Said Bond shall be returned to the Contractor after job or jobs are completed, providing, however any monies owed to the Employee or Union will be deducted and any excess money returned to the Contractor. The minimum of BOND is Ten Thousand (\$10,000.00) Dollars to be paid fifteen (15) days after the Agreement is signed.

No Cement Mason shall work for any Contractor who does not sign the Assent of Participation Welfare forms.

SECTION 12
PAYROLL REPORTING FORMS & IRCA EVS-FORMS

The Cement Masons shall provide to the Employer a combined form covering all contributions and deductions from wages on one form. This form shall include the following:

1. Health & Welfare Fund
2. Pension Plan
3. Vacation Plan Deduction
4. Hourly Dues Deduction
5. Apprentice Training Fund
6. Top Notch of Greater Lafayette

DOCUMENTATION AND VERIFICATION

The Employer and Union will work cooperatively to assure that both parties comply with their legal responsibilities under the Immigration and Reform and Control Act of 1986. In so doing, the Union will request from each Employee before referring them to an Employer, documentation which establishes citizenship or other legal status to work in the United States. These documents shall be any of the documents, which are allowed under the regulations promulgated under IRCA. This section may be amended mutually when regulations are finalized on these requirements.

SECTION 13
EMERGENCY REVISIONS TO TRUSTS

It is agreed that in the event the Trustees of the funds outlined in Sections 5, 6, 7, 8, and 9, deem an emergency exists and an increase is necessary in a particular fund to continue the same benefits during the terms of this Agreement, the Union shall have the right upon thirty (30) days written notice to renegotiate the distribution of money within the wage and fringe total package to accomplish the adjustment.

SECTION 14
WORKING HOURS & OVERTIME

A. The project starting time shall be established in the Pre-Job Conference (Article 16). Once established, the project starting time shall not be changed without mutual consent of both parties, however, for special conditions with reference to concrete pours, placement, etc., starting time will be adjusted to the mutual consent of the Employer and Cement Mason employees.

B. If an employee is required to start work prior to the regular starting time established in the Pre-Job Conference, said employee shall receive one and one-half (1-1/2) times the regular rate of pay for each hour worked prior to the regular starting time.

C. A lunch period of thirty (30) minutes shall be established between the three and one-half (3-1/2) and fifth (5th) hours. When employee or employees are required to take their lunch period after the fifth (5th) hour, said employee or employees shall be paid at one and one-half (1-1/2) the regular rate of pay for the thirty (30) minute lunch period.

D. It is agreed and understood that employees covered by this Agreement will be paid at the rate of time and one-half (1 1/2) for work performed over eight (8) hours per day, Monday through Friday, and all work on Saturdays. All work performed on Sundays shall be at double (2x) time rate.

SECTION 15 **HOLIDAYS**

All work performed on Sunday and Holidays shall be at double (2x) the regular wage rate on a voluntary basis. Holidays shall be New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

SECTION 16 **MAINTENANCE WORK**

Maintenance shall be work performed for the repair, renovation, revamp, and upkeep of property, machinery and equipment within the limits of the plant property.

Maintenance work performed after regular working hours on Monday through Friday and on Saturdays shall be at time and one-half (1-1/2) of the regular hourly rate.

SECTION 17 **PRE - JOB CONFERENCE**

Upon written request by either party, a pre-job conference will be held prior to the time the employees of such Employer begins work on the project.

SECTION 18 **SHIFT WORK**

The employer may elect to work not in excess of three (3) shifts. No work shall be considered shift work under this Section unless two (2) or more shifts are worked for a period of three (3) consecutive days, except when the period required is broken by Sundays, holidays, an

act of God, inclement weather or strike. If the shift is broken before such three days, the applicable overtime rate will apply.

When shifts are required, the first shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits plus three percent (3%) shift pay. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits plus six percent (6%) shift pay.

When employees are required to work overtime on the first shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours on any one (1) shift.

When employees are required to work overtime on the second shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven and one-half (7-1/2) hours. Fringes shall be paid on all hours worked.

When employees are required to work overtime on the third shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven (7) hours. Fringes shall be paid on all hours worked.

When an employee is required to work overtime, the Employer will be obligated to continue paying the applicable overtime rate until the employee has had an eight (8) hour break.

SECTION 19 **SHOW-UP TIME**

A member of Local 692 – Area 121 who is called to a job and not permitted to work through no fault of his own, and with weather permitting, will be allowed two (2) hours pay for Reporting Time provided he remains on the job to perform whatever work may be assigned him.

If job is cancelled because of inclement weather, Business Agent or Union approved designee must be notified at least two (2) hours before stating time. Two (2) hours show-up time must then be paid.

The Employer shall not be obliged to pay any workman appearing for work if failure to work is due to power failure, fire, explosion, acts of God, civil disorders, vandalism, or a work stoppage by another trade, and unsafe project conditions beyond Contractors control.

If an employee actually starts work (Reporting Time not included), he shall receive four (4) hours pay. If an employee works over four (4) hours, he shall be paid for eight (8) hours provided he stays on the job and works under the trade jurisdiction of the Cement Mason, except in cases of inclement weather, power failure, fire, explosion, acts of God, civil disorder, vandalism, a work stoppage by another trade, or on an overtime day, if he has been ordered to work.

Except in the case of an emergency, when a Cement Mason is called to work between the hours of 7:00 a.m. and 12:00 noon, his time shall start at the designated starting time.

SHOW UP TIME FOR SLIP FORM WORK

An employee who is called to a job and not permitted to work shall receive two (2) hours pay for Reporting Time, unless failure to work is due to power failure, fire, explosion, acts of God, civil disorders, vandalism, or a work stoppage by another trade.

SECTION 20 **FOREMAN**

Where three or more men are employed on a job, a Foreman is required and his rate of pay shall be one dollar (1.50) per hour more than the regular Cement Mason's scale.

When making a pour and there are ten (10) or more men on a job, a second foreman must be appointed and must be a member of Local 692 – Area 121. The second foreman shall be a working foreman and receive one dollar (1.00) per hour over the journeyman rate.

SECTION 21 **EMPLOYMENT QUALIFICATIONS**

No Cement Mason of Local 692 – Area 121, while he remains a member of this Local and subject to employment by Employers operating under an Agreement with Local 692 - Area 121 shall himself become a Contractor for the performance of cement masonry work. Cement Masons shall work only for recognized and qualified Contractors or Employers who supply all material and labor and who carry reliable compensation and liability insurance on their employees and who also conform to all municipal and state regulations pertaining to health and safety regulations.

If a Cement Mason of Local 692 – Area 121 is employed by a Contractor not signatory to this Agreement or if the Cement Mason of Local 692 - Area 121 becomes a Contractor for performance of cement masonry work in violation of this Section 21, he shall be reprimanded to the full extreme under the By-Laws of the International Constitution by fine, suspension, expulsion, or such other penalty as the Executive Board recommends.

SECTION 22 **DRUG TESTING PROGRAM**

The Union and the Association, 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 contribution 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 at any rate up to ten (\$0.10) 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 (60) 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 it 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 fringes benefit funds under this Agreement. No Employee shall show up for or stay on any job when under the influence of alcohol or drugs. Any Employee found under the influence of alcohol or drugs shall be sent home immediately, without pay. This shall be considered just cause for termination. The Steward shall be notified immediately of this action.

SECTION 23 **HIRING**

The Employer, in requesting Cement Masons from Local 692 - Area 121 must make such request twenty-four (24) hours in advance of the time the Cement Masons are to report for work. Although Cement Masons are notified by the Union of the availability of work, the Employer must actually screen and hire employees at job site wholly without any reference or referral from the Union.

SECTION 24 **STEWARD**

The Union shall select a Shop Steward from among the employees on all jobs covered by the Collective Bargaining Agreement. It shall be the Steward's duty to report any violation of the terms of the Collective Bargaining Agreement to the Union and he shall not be discriminated against for the performance of such duties.

SECTION 25 **WORKING CONDITIONS**

Both Cement Masons and Employers shall abide by the following rules of Local 692-Area 121:

1. There shall be no limitation as to the amount of work an employee may perform in a day. All work shall be done in a good and workmanlike manner and the Employer shall allow a reasonable amount of time to have the same done.

2. Whenever a troweling machine is operated on any floor, sidewalk, loading dock, or any flat surface where cement, concrete, or other plastic material is being placed or finished, employees covered by this contract shall hand trowel the final operation unless specifications state otherwise.
3. The Foreman shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his foreman the right to employ or discharge any or all employees subject to the provisions of this Agreement.
4. It shall be the function of the Foreman to tell the worker what to do and to see that the work is properly done. He shall be responsible for the placing of men, assigning their tasks, selecting proper material and tools, maintaining safer working conditions and planning and effecting efficient execution of work.
5. No Cement Mason shall take orders from anyone but the Cement Mason Foreman. In the absence of a Mason Foreman, he shall take orders only from the job's main superintendent. No Cement Mason shall act as Foreman on more than one job at the same time.
6. Any employee covered by this Agreement, transferred from one job to another during working hours for same Employer shall be transferred on the Employer's time.
7. Any time a Cement Mason has to wait for, or go to some other place to collect his wages, he shall receive two (2) hours pay more at the regular scale. Wages shall be paid on regular stated pay day, specified by the Company. When laid off or discharged or upon completion of a job, employees shall be paid at once unless mailing a check is allowed by the employee, then it must be mailed the following work day.
8. When employees are laid off or discharged between the hours of 6:00 p.m. Friday through 8:00 a.m. Monday, the employee will be paid by 11:00 a.m. Monday unless special arrangements are made with the Employer. This in no way supersedes the Employer's requirement to pay the regular scheduled payday or layoff as outlined above.
9. Cement Masons working on overtime shall be allowed to have lunch period every four (4) hours while they are on overtime and shall not be docked, on their time, for said lunch time. Lunch time is not to interfere with their work.
10. When Cement Masons are working on overtime, they shall be paid overtime until the piece of work they are working on is completed, regardless of the hour or day it is completed. There shall be sufficient Cement Masons retained on overtime to finish the floor or pour properly and 50% shall be Local 692 - Area 121 members. A concerted effort shall be made to divide all overtime on a project equally among the Cement Masons on that project. When Cement Masons are waiting on a floor to be finished, they shall not be expected to do odd jobs between applications of finishing said floor or pour, unless to set screeds, expansion, or bulkheads for the next pour.

11. At no time will a Cement Mason be responsible for any job where the Superintendent, Foreman, or Contractor pours more concrete than he can take care of under prevailing conditions. No concrete shall be poured that is to be finished by Cement Masons unless there is a sufficient number of Cement Masons present to take care of said pour.
12. When heat is used in concrete to be finished and the Cement Masons considers the concrete to be too hot, the Contractor shall assume all responsibility for the finished results. Accelerants and retarders may be used in the concrete if mutually agreed upon by the job superintendent, Cement Finisher Foreman and Steward.
13. All mechanical floats and bull floats shall be manned by Cement Masons. Any straight edge over eight (8') feet in length shall require two Cement Masons.
14. All members must do their work in a good and workmanlike manner and it shall be the duty of the President, Executive Board Chairman, Business Representative, and members to see that no work is being done in a hurry-up style. Any member doing un-workmanlike work in his own account is liable, after fair trial to a fine of twenty-five (\$25.00) to fifty (\$50.00) dollars or expulsion.
15. If any member is sent to a job and is refused work on account of upholding the rights of the Unions, the Contractor shall be refused Masons until this member is put back to work. When a pour is started without a Mason being employed, said job shall be unfair to the Local and when a Mason is called out to said pour, he shall be paid the difference in wages from the time the pour is started until he arrives on said job.
16. No Cement Mason shall work with a Laborer or any other craftsman doing his work, or with any other Cement Mason from some other Local that has not reported in to the Secretary or Business Representative. Any Journeyman Cement Mason from other locals not reporting in will be fined one (1) days pay for the first offense and two (2) days pay for the second offense.
17. The Cement Mason shall do all the work set forth in the Cement Masons Trade Jurisdiction attached to, but not a part of this Agreement, and all Cement Masons shall see that this is enforced. (See Section 25 - Jurisdiction.)
18. When grinding within a small enclosed area, there must be an exhaust or ventilation fan.
19. When working with materials with a high amount of fumes and acid base that is detrimental to health or injurious to skin or clothing, the men shall receive fifty (.50) cents per hour over Journeyman's rate. When a project is being worked under a General President's Agreement or a Project Agreement that emanates premium pay, this paragraph is not applicable.
20. Any member working on a job for the benefit of the overtime in finishing floors and the like shall not quit the job until the work is finished as far as cement finishing is concerned of said construction.

SECTION 26
JURISDICTION

The jurisdiction of work referred to in this contract and attachment is the jurisdiction of work claimed by the Union and nothing contained herein shall make it mandatory for the Employer to accept the claims or jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the attachment of the Jurisdiction of Work to this Contract.

SECTION 27
JURISDICTIONAL DISPUTES

The Employer agrees to respect the jurisdiction of the Union and shall not make a written or a permanent assignment of work to other trades without first affording parties to the disputed work an opportunity to present evidence substantiating their claims. The Employer does not waive any of his rights by permitting the attachment of Jurisdiction of Work to this Contract.

SECTION 28
LOCAL MANPOWER REQUIREMENTS

In the interest of providing an opportunity of employment for all qualified Journeyman Cement Masons while at the same time securing a fair distribution of employment for those journeymen who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, 50% of the Cement Masons, if available, employed by the Contractor, plus the odd man, if any, shall have been members of the Local covered by this Agreement for the six (6) months preceding employment. The remaining 50% of the working force may be residents of the area or non-residents at the discretion of the Contractor.

With reference to local Project Agreements, it is agreed that at all times during the progress of the Project, 80% of the Cement Masons, if available, employed by the Contractor, plus the odd man, if any, shall have been members of the Local covered by this Agreement for the six months preceding employment. The remaining 20% of the working force may be residents of the area or non-residents at the discretion of the Contractor.

SECTION 29
APPRENTICESHIP

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 #121.

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 Union, and this Committee shall administer the Apprentice and Training programs for its Area. The “ Duties of the Joint Apprenticeship Committee” are written in the Apprenticeship Standards.

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

One 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) journeyman cement masons working on the job. The ratio may be waived by the Local Joint Apprenticeship Committee for a temporary time if the need arises. The State Board of Trustees Coordinator shall be notified as to the waived 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 two (2) or more journeymen are working, Local Union #692 - Area #121 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, and the U S Department of Labor.

WAGES FOR APPRENTICES

The following minimum rates will be paid apprentices:

Period	1 -	0 to	800 hours	- 60%	of Cement Mason's rate
Period	2 -	801 to	1600 hours	- 70%	of Cement Mason's rate
Period	3 -	1601 to	2400 hours	- 75%	of Cement Mason's rate
Period	4 -	2401 to	3200 hours	- 80%	of Cement Mason's rate
Period	5 -	3201 to	4000 hours	- 85%	of Cement Mason's rate
Period	6 -	4001 to	4800 hours	- 90%	of Cement Mason's rate
Period	7 -	4801 to	5600 hours	- 95%	of Cement Mason's rate

APPRENTICESHIP & TRAINING TRUST FUND

The parties' signatory to this Collective Bargaining Agreement shall enter in to a Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to Section 302 of the Labor Management Act of 1947, as amended.

All EMPLOYERS subject to the terms of this agreement shall contribute the amount set forth in Section four (4) of this agreement for each hour worked by all employees for the purpose of maintaining the APPRENTICESHIP & TRAINING PROGRAM.

SECTION 30
MEMBERSHIP

All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the terms of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the dates of their employment, or the effective date of this Agreement, whichever is later.

SECTION 31
MOST FAVORED NATION

Should the Union at any time hereafter enter into an Agreement either verbally or in writing, with any Employer (including an Owner) operating within the jurisdiction of the Union with terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which has agreed in writing or verbally countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employer, party to this Agreement, shall be privileged to adopt, and the Union shall grant such advantageous terms and conditions, provided the Employer has sent written notice to the Union calling the matter to its attention. The only exception to Section 30 will be for International Association of Cement Mason Agreements.

SECTION 32
ARBITRATION

1. A joint Arbitration Board shall be created for promoting harmony, resolving differences as to interpretation or application of this Agreement, or averting disputes and recommending means of settlements or such other problems as may arise.
2. In the event that a dispute cannot be justified within four (4) three working by the Steward and/or the Business Representative and the Employer's Representative and/or the Employer, the same shall be referred to a Board of Arbitration. Said Board shall be made up of three (3) representatives of the Employer and three (3) representatives designated by the Union. This Board shall convene no later than ten (10) working days after the dispute has been referred to it.
3. In the event that the Arbitration Board is unable by majority vote to agree, they shall submit the dispute to an impartial arbitrator chosen by the Board. If the Board is unable to agree upon an impartial arbitrator within the two (2) days, they shall select an arbitrator appointed by the Federal Mediation and Conciliation Service. This decision of the impartial arbitrator shall be final and binding on both parties.
4. The cost of arbitration shall be borne jointly by the parties provided, however, each party shall pay any expense incurred in the presentation of its case.

5. All disputes between the parties regarding the interpretation or performance of any of the terms or conditions of this Agreement, shall be submitted to arbitration in the manner provided herein, except such disputed complaints or grievances as arise out of failure or refusal of the Employer to comply with the provisions of the Recognition and Union Clauses contained in Section 2 or refusal of the Employer to pay wage rates and fringe benefits as provided for in Section 4 of this Agreement.

6. There shall be no strikes or lockouts pending the deliberation and decisions of the Joint Arbitration Board.

SECTION 33
WAGE AND/OR PRICE CONTROL CONTINGENCY

The Contractor and the Union hereby agree that should wage and/or price controls be implemented by the federal or state government or Presidential Executive Order, in whatever form, both parties will abide by the decision as rendered by that government body or Presidential Decree.

SECTION 34
FAMILY MEDICAL LEAVE ACT

The Employer and the Union recognize that certain individual employers bound by the Agreement may be, from time to time, subject to the requirements set forth under the Family Medical Leave Act (“Act”) and that, from time to time, these individual employers may have bargaining unit employees who are qualified under said “ Act”. In the event a qualified employee requests and obtains a leave of absence under the “ Act”, the employee’s Employer shall pay the premium required by the Health and Welfare Fund recognized in the Agreement and shall do so in the manner set by that Fund.

SECTION 35
CEMENT MASON’S TRADE JURISDICTION

All concrete construction, including foremanship of the 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 flat surfaces of cement. 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, the operation of laser screeds and all vibrating screeds shall be that of the Cement Mason. The finishing or washing of all concrete construction, using any color pigment when mixed with cement, in any other form, mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any other purpose they may be used for in connection with Cement Mason’s Trade. The rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers, running all cement, and

plastic material 6" base or less shall be the work of the Cement Mason, all preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, the setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2 by 4's, or other plain pieces of materials, when held in place by stakes and or spreaders shall be done by Cement Masons. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by Cement Mason, providing same is used as a screed. The pointing and patching and caulking around all steel or metal window frames that touch concrete. The operation of all gas or electric powered concrete saws when used for cutting a definite line where new concrete must be joined to old concrete. Also when used for the purpose of cutting joints or expansion joints in floors, sidewalks, driveways, roads, streets and alleys, or for any decorative purposes. The setting or nailing of all expansion joint materials when used for the purpose of grading concrete when taking place of a screed.

The laying and finishing of gypsum material roof. The spreading and finishing of latex materials when used for patching or leveling floors. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, leveling plates, etc., that is set on concrete foundations. All prefabricated and pre-stressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same. The straight edging and, or finishing of all foundations and walls when poured to a definite grade.

The preparation on any surface to receive epoxy coatings, such as, sandblasting, scar-faring, acid etching, bush hammering, or any other method, shall be the work of the Cement Mason, also the application of epoxy coatings by trowel or roller shall be the work of the Cement Mason.

The curing of finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason. The hardening of all concrete where chemicals are used.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, magnesite composition floors shall be the work of the cement mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation of all sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and cove base. The purpose and intent of the six inch base law will not be defeated. All magnesite composition installation work of the O.P.C.M.I.A. shall be done under the supervision of a competent and qualified magnesite composition cement mason.

The above does not include any work done in and by the usual method of plastering or shop crafts.

Cement Masons claim the waterproofing of all work included in the jurisdiction such as ironite, hydrocide or mastic and any similar products, regardless of the tools used or the method of application, or color of materials used and regardless of the type of base these materials may be applied to. The placing and bedding of all perforated metal tile in concrete or grout. Cement Masons claim the pouring, straight edging and finishing of all Pervious Concrete regardless of the type of finish applied or tools used. Also, members of the bargaining unit shall perform all work pertaining to the stamping, stenciling, staining, acid-etching, coloring, dusting, finishing, washing, curing, and release agents for all concrete coatings and toppings. All epoxy fiber fabric wrapping of concrete, and all concrete polishing systems of new concrete.

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

SIGNATURE PAGE

THIS AGREEMENT to continue in full force and effect from the first full pay period after June 1, 2011 through May 31, 2014 and likewise year to year thereafter unless either party desiring a change on Agreement shall notify the other party in writing of such desires ninety (90) days prior to June 1, 2014.

**IN WITNESS WHEREOF,
the parties have executed this Agreement effective June 1, 2011.**

**THE TRADE DIVISION OF
THE ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC.**

**CEMENT MASONS
LOCAL 692 – AREA 121**

**BRUCE JANSSEN - BUSINESS AGENT
(765) 427-2350
2535 S. 30th Street
Lafayette, Indiana 47905**

APPENDIX A
WAGES AND BENEFITS

SECTION 4
OPERATIVE PLASTERERS & CEMENT MASONS
LOCAL #692 - AREA #121 LAFAYETTE INDIANA

CEMENT MASONS

June 1, 2014 through May 31, 2012

Section 1. Wages and Benefits

The following amounts outlined for each Area shall be paid for each hour worked by each employee.

	<u>Area 121</u>
Journeyman	\$ 24.95
Foreman	\$ 26.45
2 nd Foreman (10 or more)	\$ 25.95
Health and Welfare	\$ 6.60
Pension	\$ 5.90
Apprenticeship Fund	\$ 0.40
Top Notch	\$ 0.01
Drug Testing Program	\$ 0.07
Vacation Pay (Deduct)	\$ 2.00
Working Assessment (Deduct)	\$ 1.71
International Assessment (Deduct)	\$ 0.38
TOTAL PACKAGE	\$ 37.93

Effective June 1, 2012 there will be a seventy five cent (\$0.75) increase to be disbursed as voted by the membership

Effective June 1, 2013 there will be a one dollar (\$1.00) increase to be disbursed as voted by the membership.

The contribution rates set forth under Section 4, Appendix A, for each hour worked covered by this Agreement for Area 121 for Health & Welfare, Pension, Vacation Apprenticeship, Dues Check-Offs, and Top Notch shall be combined into one check made payable to the Indiana State Council of Plasterers & Cement Masons H&W and Pension Fund (ISC P&CM H&W Fund) and mailed to HealthSCOPE Benefits @ P.O. Box 50440, Indianapolis, Indiana 46250.

The Union reserves the right to divert any future increase from wages to benefits upon thirty (30) days written notice to the contractor.

PLASTERERS AGREEMENT

BETWEEN
LOCAL #692 - AREA #121 OF LAFAYETTE, INDIANA
AND
THE TRADE DIVISION OF
ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC.

THIS AGREEMENT entered into this 1st day of June 2011, by and between THE TRADE DIVISION OF ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC., and all Independent Plastering Contractors who contract in the jurisdiction of Local Union No. 121, hereinafter referred to as the "Employer" and LOCAL UNION NO. 692 - AREA 121 PLASTERERS, hereafter referred to as the "Union".

BARGAINING UNIT

ARTICLE I

The Bargaining Unit shall be composed of all employees engaged in the work described in this Agreement as belonging to the Operative Plasterers and Cement Masons International Association, Local #692 -Area #121, Counties of Benton, Carroll, Cass, Clinton, Fountain, Howard, Miami, Montgomery, Tippecanoe, Warren, White, and the northern portion of Vermillion as far south as the Fountain and Park County line.

RECOGNITION

ARTICLE II

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining, with respect to wages, hours of work and all other terms and conditions of employment. The Union recognizes the Employer as consisting of The Trade Division of Associated Building Contractors of Lafayette, Inc. as the sole bargaining representative for the contractors in the area covered by this Agreement.

NON-DISCRIMINATION

ARTICLE III

No term of this Agreement shall be applied to discriminate against an employee or applicant for employment, based on consideration of his race, creed, color, sex, age or national origin. The parties shall comply with applicable federal and state statutes and the orders and regulations issued by the administrative agencies of competent jurisdiction to bar said discrimination.

WITNESSES

ARTICLE IV

The Preamble and Declaration contained in Article XII hereof have been adopted and made part of this 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 plastering industry by establishing a working system for harmonious relations necessary to improve and further the relationship between the Employer, Union and the public which we serve.

WAGES AND FRINGE BENEFITS

ARTICLE V

The scale of wages and fringe benefits shall be as set forth in “Appendix A”.

VACATION PLAN

ARTICLE VI

The Employer agrees to deduct from the wages referred to above an amount set forth in “Appendix A”. All such monies thus withheld shall be deposited by the fifteenth (15th) day of each month for the previous month’s withholding (by full work weeks) in the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund. All such monies deposited will be credited by the bank to the individual employee’s account. It is the intent that withdrawals will not be made except in the months of June and/or December.

All withdrawals will require the signature of the employee and that of the Business Representative of the Union. After the first full year of operation of the fund, the bank agrees to credit the individual employee accounts with the prevailing passbook savings account rate of interest.

Any information regarding fund, withdrawals, etc., will be available to the Employers at all times.

If the deposit of any Employer fails to reach the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund on or before the fifteenth (15th) of each month following the month said Employer is reporting on, the Business Representative may immediately remove all employees in his jurisdiction from said Employer until said deposit is acknowledged by the bank.

The Union agrees that the fund accumulations will be used for vacation purposes by all employees.

PAYROLL DEDUCTION

ARTICLE VII

Each separate Employer agrees that upon receipt from an employee occupying a position included in the bargaining unit a written authorization to do so, he shall deduct from the wages the amount as set forth in Article V and pay to the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund by the fifteenth (15th) day of the following month.

Written authorization shall be irrevocable for a period of more that (1) year, or beyond the termination date of the Collective Bargaining Agreement in effect between the Employer and the

Union at the time of the making of such written assignment; however, that any employee making such a written authorization may agree and direct therein that the authorization and direction embodied therein shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union any time during a period of ten (10) days prior to the expiration of each period of one year, or of each applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner.

All such written authorizations and all withdrawals, cancellations and modifications thereof, shall be valid and effective, notwithstanding anything to the contrary contained therein or herein, only if transmitted to the Employer through the Secretary-Treasurer of the Union.

WORKING DUES

The EMPLOYER agrees to DEDUCT Working & International Dues from the wages of Employees covered by this Agreement and working in the jurisdiction of Local 692. The amount shall be established by the Union in accordance with their Constitution & By-Laws. Said deduction shall only be made from the employee's wages after the employer has been furnished a proper authorization card. The dues deduct shall be remitted to the appropriate check-off fund, which is the Indiana State Plasterers & Cement Masons Health & Welfare Fund (ISC P&CM H&W FUND), as the collection agency for Local 692.

HEALTH AND WELFARE PLAN

ARTICLE VIII

Said Employers agree to contribute the amount as set forth in Article V for each employee. The word employee shall mean all employees of said Employers.

Said contribution shall be paid into a general fund hereinafter known as the "Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund".

Said Fund shall be administered as provided in Section No. 302 of the Taft-Hartley Act, as amended to wit: An equal number of trustees shall be appointed by the Employers and Union. An impartial trustee shall be appointed by the joint action of both parties hereto.

Said Fund shall be maintained only for the purpose of purchasing any or all of the following insurance benefits for and on behalf of said employees:

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

Said contribution shall be paid into the Fund monthly and not later than the fifteenth (15th) day following the close of any month.

Should either the State or Federal Government pass legislation mandating all Employers to participate in a national or statewide health care plan, it is agreed by the Parties to this agreement to automatically open this Agreement within thirty (30) days of such passage to discuss same.

TOP NOTCH

ARTICLE IX

The parties to this Agreement agree to participate in Top Notch of Greater Lafayette, Inc., through contributions not to exceed one cent (\$0.01) per hour worked by each employee covered by this Agreement. This Labor/Management Cooperation Committee which is a not-for-profit corporation governed by a Board of Directors consisting of equal numbers of Union and Employer representatives. Details of this Committee are contained in the Articles of Incorporation and By-Laws of the Organization and are made part of this Agreement by reference.

REPORTING CONTRIBUTIONS AND DEDUCTIONS

ARTICLE X

ALL MONIES, Health & Welfare, Pension, Apprentice Training, Top Notch, Vacation, and Working Dues shall be combined into one check made payable to the Indiana State Council of Plasterers and Cement Masons Health & Welfare Fund. The reporting forms and check must be mailed to Morris Associates, P.O. Box 50440, Indianapolis, Indiana 46250 NOT LATER than the fifteenth (15th) day of each month. If not received by the fifteenth (15th) day of the month, the Business Representative may remove all Employees in his jurisdiction from said Employer until the reports and check are received.

Any Employer or Contractor who becomes a party to this Collective Bargaining Agreement may be required to post a SURETY BOND acceptable to the Fund to guarantee or indemnify the Local Union for payment of wages or contributions to fringe benefits and deductions as provided by this agreement. The amount of SURETY BOND to be set in sum total may vary as to the number of Employees hired by each Contractor. Said Bond shall be returned to the Contractor after job or jobs are completed, providing, however any monies owed to the Employee or Union will be deducted and any excess money returned to the Contractor. The minimum of BOND is Ten Thousand (\$10,000.00) Dollars to be paid fifteen (15) days after the Agreement is signed.

No Employee shall work for any Contractor who does not sign the Assent of Participation Welfare forms.

APPRENTICESHIP

ARTICLE XI

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 Plasterers Local #692 - Area #121.

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 this Area. The “Duties of the Area Joint Apprenticeship Committee” are written in the Apprenticeship Standards.

The Area Joint Apprenticeship Committee shall have full power to act on matters pertaining to the transferring of 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 Plasterer working on the job and one (1) additional apprentice to each three (3) additional journeyman Plasterers working on the job. The ratio may be waived by the local joint apprenticeship committee for a temporary period of time if the need arises. The State Board of Trustees Coordinator shall be notified as to the waived 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 Area #121 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.

WAGES FOR APPRENTICES

- 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

Section 2:

APPRENTICESHIP & TRAINING TRUST FUND

The parties' signatory to this Collective Bargaining Agreement shall enter into a Joint Apprenticeship & Training Trust Fund Agreement, which shall conform to Section 302 of the Labor Management Act of 1947, as amended.

All EMPLOYERS subject to the terms of this agreement shall contribute the amount set forth in Section IV of this Agreement for each hour worked by all Employees for the purpose of maintaining the APPRENTICESHIP & TRAINING PROGRAM.

Section 3:

The responsibility of selecting and employing an adequate number of apprentices to ensure the continued supply of skilled craftsmen shall be vested in a Joint Apprenticeship Committee composed of equal representation by the Union and the Employer.

Section 4:

The Joint Apprenticeship Committee shall determine the ability and qualification of each Employer to employ apprentices. The selection, placing and training of apprentices shall be vested in the Joint Apprenticeship Committee. The number of apprentices to be employed shall be determined by the Joint Apprenticeship Committee based on continued surveys to determine the work opportunities and availability of skilled craftsmen.

FOREMAN

ARTICLE XII

Foreman Plasterers shall receive not less than one dollar (\$1.00) per hour above the highest wage paid to the Journeyman Plasterers on the Job. When seven (7) or more men are employed on a job, the Foreman shall receive one dollar fifty cents (\$1.50) per hour above the highest wage paid to the Journeyman Plasterers on the job.

ARTICLE XIII

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

NON-RESIDENT CONTRACTORS

ARTICLE XIV

Section 1:

In the interest of providing an opportunity of employment for all qualified Journeyman Plasterers while at the same time securing a fair distribution of employment for those journeymen who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, fifty (50%) percent of the Plasterers employed by the Contractors, plus the odd man, if any, shall be members of Local #692 - Area #121. The remaining fifty (50%) percent of the work force may be residents or non-residents at the discretion of the Contractor. Resident Contractors are expected to employ only members of Local 692 - Area #121 whenever possible.

Section 2:

Subject to the provisions of this Agreement, the Contractor shall have entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination against any employee, nor shall any such employee be discharged by reason of any Union activities not interfering with proper performance of his work.

HOURS OF WORK, OVERTIME AND HOLIDAYS

ARTICLE XV

a. The regular work week shall be a forty (40) hour week, Monday a.m. through Friday p.m. The project starting time shall be as mutually agreed to between the Union and Employer. Once established, the project starting time shall not be changed without mutual consent of both parties.

b. If an employee is required to start work prior to the regular starting time established between Union and Employer, said employee shall receive one and one-half (1-1/2) times the regular rate of pay for each hour worked prior to the regular starting time.

c. The Contractor/Union shall mutually agree to elect working his employees under one of two options.

1. On the basis of five (5) consecutive work days, Monday through Friday, eight (8) hours per day, or;

2. On the basis of four (4) consecutive work days, Monday through Thursday, ten (10) hours per day.

d. If the Contractor/Union elects Option 1, all hours worked by the employee in excess of eight (8) hours in any one day (exclusive of lunch period) or over forty (40) hours in one work week (Monday through Saturday) shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Saturday shall be treated as a make-up day if, due to inclement weather, the Contractor has not worked the regular work days and hours Monday through Friday. If Saturday is scheduled as a make-up day, no less than eight (8) hours of work will be scheduled.

e. If the Contractor/Union elects Option 2, all hours worked by the employee in excess of ten (10) hours in any one day (exclusive of lunch period) or over forty (40) hours in any one work week (Monday through Friday) shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Friday shall be treated as a make-up day if due to inclement weather, the Contractor has not worked the regular work days or hours Monday through Thursday. If Friday is scheduled as a make-up day no less than eight (8) hours will be scheduled. Saturday will be worked at the rate of one and one-half (1-1/2) times the regular rate of pay.

f. If an employee has not worked a minimum of the last regular work day worked during the week, he cannot work a make-up day at the regular rate of pay.

g. Employees must be informed prior to the conclusion of the last regular work day during the week that the make-up day will be in whole or in part at the regular rate of pay (depending on how much inclement weather was experienced)

h. Working a make-up day will be strictly on a voluntary basis. Employees refusing to work on make-up days will not be penalized.

i. All work performed on Sunday and holidays shall be at double the regular wage rate. Holidays shall be New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

PAY DAY

ARTICLE XVI

Pay day shall be on a stated day of each week. Employees laid off at any time will be paid on the job. Employees who are laid off or discharged shall have fifteen (15) minutes to pack tools. When an employee quits of his own accord, he shall be paid on the Employer's regular pay day. If an employee does not receive his wages due when laid off, he shall be paid a waiting time at the rate of straight time. Such waiting hours, however, shall not include hours outside of regular working hours or days on which banks are not open for business, except an initial penalty of two (2) hours may be imposed after regular working hours on the day the pay was due.

When employees are laid off or discharged between the hours of 6:00 p.m. Friday through 8:00 a.m. Monday, the employee will be paid by 11:00 a.m. Monday, unless special arrangements are made with the Employer. This in no way supersedes the Employer's requirement to pay the regular scheduled payday or layoff as outlined above.

Employees not receiving their proper wages of pay shall be entitled to receive a late fee payment equivalent to four (4) hours compensation (wages but not benefits) at the proper straight time rate of pay for each full twenty-four (24) hour waiting period that proper payment is delayed. The total late fee payment shall not exceed the total amount of wages in dispute. When special circumstances exist relative to honest or clerical mistakes by Employers, overtime hours, week-end work or payment to Employees during situations when the Employer's payroll department may be closed, the checks should be prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid, and then the penalty shall not apply. Written notice may be delivered to the Employer via hand, facsimile or certified mail. Any Employer that has gone six (6) months without failing to make proper payment to its Employees shall be deemed to have made an honest or clerical mistake pursuant to this paragraph so long as the check is prepared and furnished within eight (8) hours after the resumption of the first normal business day following receipt of written notification to the Employer that the proper wages have not been paid. This paragraph is intended to deal with unwarranted delays in payment to Employees, and is not intended to apply to good faith disputes over how wages are to be calculated.

SHOW UP TIME

ARTICLE XVII

The Employer shall not be obliged to pay any workman appearing for work if failure to work is due to inclement weather, acts of God, vandalism, a work stoppage by another trade, and unsafe working conditions beyond the control of the contractor. Otherwise, two (2) hours pay shall be allowed for two (2) hours time for reporting to work provided he remains on the job to perform whatever work may be assigned to him. The Employer shall be obliged to pay for actual hours worked on all work performed over two (2) hours.

WORKING CONDITIONS

ARTICLE XVIII

Section 1:

There shall be no limitation as to the amount of work an employee may perform in a day. All work shall be done in a good and workmanlike manner and the Employer shall allow a reasonable amount of time to have the same so done.

Section 2:

An employee transferred from one job to another during the working hours for the same Employer shall be transferred on Employer's time.

Section 3:

The Foreman shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his Foreman the right to employ or discharge any and all employees subject to the provisions of this Agreement. It shall be the function of the Foreman to tell the worker what to do, how to do it and to see that the work is properly done. He shall be responsible for the placing of men, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning and effecting efficient execution of work.

Section 4:

All Foremen will allow fifteen (15) minutes before quitting time to allow the Plasterers to clean all tools used during the day.

Section 5:

Hard screeds shall be used when the brown mortar is applied by machines. There shall be no rodding or featheredging over screeds that are higher than normal eye level height. All gauging of finished materials shall be done by employees covered under this Agreement.

Section 6:

The Employer shall furnish and carry to the job all straight edges, darbies, which must be kept straight for the duration of said job, scaffolds and buckets, and furnish sufficient equipment to do the job. No brush buckets shall exceed fourteen (14) quarts.

Section 7:

No more than one Owner of a firm shall be permitted to work with plastering tools and do plastering.

Section 8:

All plain molding must be run in place when practical. All staff shall be placed and pointed by practical plasterers.

Section 9:

All buildings must be floored, enclosed and proper temperature maintained continuously from November 1 to May 1 when plastering is being done.

Section 10:

All work must be left in a workmanlike manner. All brown mortar angles must be cut and left clean and sharp.

Section 11:

When browning, all mortarboards must be raised at least eighteen (18") inches above the scaffold and all finishing mortarboards must be at least twenty-eight (28") inches from scaffolding or floors. All scaffolds must be substantially built and floored for the protection of the mechanics and at least twenty-four (24") inches wide when over twenty-four (24") inches high.

Section 12:

At no time shall an apprentice work without a Journeyman unless permission has been granted by the JATC of Area #121.

Section 13:

All plasterers shall notify the Business Representative before starting work on a new job.

Section 14:

All Employers or their representative shall notify the Business Representative twenty-four (24) hours before starting a new job.

Section 15:

All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

STEWARD

ARTICLE XIX

The Steward shall be a member of Local #692 - Area #121, if possible, and shall be appointed by the Business Representative of Local #692 - Area #12 1, from the men on the job who have been employed by the Contractor. He shall be permitted to examine the dues books of any employee coming on the job. The Steward shall not be discriminated against by reason of

discharging his duties. He shall remain on the job for the duration, provided he performs his work as a Journeyman for the Contractor. He shall see that the terms of this Agreement and Working Rules are complied with by both parties. He shall report monthly to the Union the names of the men on the job or shop in which he is Steward, together with the hours worked by them.

The authority of the Steward is limited solely to matters specified in this Agreement. The Contractor will permit him to have access at all times to the Specifications and Plans of the job upon which he is acting as Steward.

The President or Business Representative of the Union, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer, Steward, or employees at work, but shall in no way interfere with or hinder the progress of work.

MACHINE RATE & HIGH PAY

ARTICLE XX

The employees covered by this Agreement will use, handle and operate the plastering machine at the rate of fifty (.50) cents more per hour than the stated hourly rate. The nozzle, etc., shall be within the jurisdiction and scope of the Plasterer's tool. All rod men directly behind such plastering machine shall also receive fifty (.50) cents more per hour.

Employees covered by this Agreement working from swinging scaffolds will receive premium pay as follows:

20 feet to 80 feet - \$.50 per hour
Above 80 feet - \$ 1.50 per hour

The above rates are to be paid in addition to any other premium wages.

SAFETY

ARTICLE XXI

It is agreed that each employee covered by this Agreement shall fully comply with all safety directives issued by his Employer and shall properly utilize all safety equipment provided by his Employer when so directed. Failure to comply with these provisions shall be deemed sufficient cause for immediate discharge.

DRUG TESTING PROGRAM

ARTICLE XXII

The Union and the Association, 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 contribution 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 at any rate up to ten (\$0.10) 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 (60) 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 it 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 fringes benefit funds under this Agreement. No Employee shall show up for or stay on any job when under the influence of alcohol or drugs. Any Employee found under the influence of alcohol or drugs shall be sent home immediately, without pay. This shall be considered just cause for termination. The Steward shall be notified immediately of this action.

ARTICLE XXIII

Employees covered by this Agreement shall work for only recognized and qualified Employers who supply all materials and labor and who shall carry reliable compensation and liability insurance on their employees, and further shall conform to all municipal and state regulations pertaining to health and safety regulations.

Employees shall not be required to accept work from any individual or Employer who has not abided by the provisions of this Agreement.

The Union agrees not to enter into any agreement with any individual Employer or group of Employers competing in the same type of work which provides for the employee it represents to receive less favorable wages, hours and conditions other than are herein specified without extending the same less favorable wages, hours and conditions to the Employers who are parties to this Agreement.

ARBITRATION

ARTICLE XXIV

Section 1:

A joint Arbitration Board shall be created for promoting harmony, resolving differences as to interpretation or application of this Agreement, or averting disputes and recommending means of settlements or such other problems as may arise.

Section 2:

In the event that a dispute cannot be justified within four (4) working days by the Steward and/or the Business Representative and the Employer's Representative and/or the Employer, the same shall be referred to a Board of Arbitration. Said Board shall be made up of three (3)

representatives of the Employer and three (3) representatives designated by the Union. This Board shall convene not later than ten (10) working days after the dispute has been referred to it.

Section 3:

In the event that the Arbitration Board is unable by majority vote to agree, they shall submit the dispute to an impartial arbitrator chosen by the Board. If the Board is unable to agree upon an impartial arbitrator within the two (2) days, they shall select an arbitrator appointed by the Federal Mediation and Conciliation Service. This decision of the impartial arbitrator shall be final and binding on both parties.

Section 4:

The cost of arbitration shall be borne jointly by the parties provided, however, each party shall pay any expense incurred in the presentation of its case.

Section 5:

All disputes between the parties regarding the interpretation or performance of any of the terms or conditions of this Agreement, shall be submitted to arbitration in the manner provided herein, except such disputed complaints or grievances as arise out of failure or refusal of the Employer to comply with the provisions of the Recognition and Union Clauses contained in Article II and Article XIV or the failure or refusal of the Employer to pay wage rates as provided for in Article V or any other Article of this Agreement, or fails to pay fringe benefits provided for in this Agreement.

Section 6:

There shall be no strikes or lockouts pending the deliberation and decisions of the Joint Arbitration Board.

JURISDICTION

ARTICLE XXV

The Employer agrees to recognize the Jurisdictional Claims of the Union that have been established by agreement with other crafts as a result of decisions by the National Relations Management Board.

The jurisdiction of work referred to in this Article shall not make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the inclusion of the jurisdiction of work in this Agreement.

ARTICLE XXVI

It is stipulated and agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Association, hereinafter called the International Association, in approving this contract as to form and substance, the International Association, its Officers and Agents, shall not in any manner thereby become a part to this Agreement, nor is there any duty, liability or obligation imposed upon the terms and conditions of this contract in any manner whatsoever.

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 certifies that the said contract is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and no other.

WAGE AND/OR PRICE CONTROL CONTINGENCY **ARTICLE XXVII**

The Contractor and the Union hereby agree that should wage and/or price controls be implemented by the federal or state government or Presidential Executive Order, in whatever form, both parties will abide by the decision as rendered by that government body or Presidential Decree.

MOST FAVORED NATION **ARTICLE XXVIII**

Should the Union at any time hereafter enter into an agreement either verbally or in writing with any Employer (including an Owner) operating within the jurisdiction of the Union with terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which had agreed in writing or verbally countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employer, party to this Agreement, shall be privileged to adopt, and the Union shall grant, such advantageous terms and conditions provided the Employer has sent written notice to the Union calling the matter to its attention.

ARTICLE XXIX

Section 1:

This Agreement shall become effective June 1, 2011 and remain in effect until May 31, 2014, at which time both parties agree to negotiate at least a two (2) year Agreement or it shall continue in effect from year to year thereafter unless notice for Amendment or termination is given in the manner provided therein.

Section 2:

Either party desiring to amend or terminate this Agreement must notify the other party in writing at least ninety (90) days prior to June 1 of said year.

Section 3:

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be executed in the manner as was this Agreement.

SAVINGS CLAUSE

ARTICLE XXX

Any provision of this Agreement judged to be unlawful by a court of competent jurisdiction or found to be in violation or conflict with any state or federal law or regulation shall become null and void, but all other provisions of this Agreement shall continue to be in full force and effect and binding upon both parties.

ARTICLE XXXI

It is agreed that in the event that the Trustees of the Health & Welfare Fund as outlined in Article VIII deem an emergency exists and an increase is necessary in the Health & Welfare Fund to continue the same benefits during the term of this Agreement, the Union shall have the right upon thirty (30) days written notice to renegotiate the distribution of money within the wage and fringe total package to accomplish the adjustment.

DOCUMENTATION AND VERIFICATION

ARTICLE XXXII

The Employer and Union will work cooperatively to assure that both parties comply with their legal responsibilities under the Immigration and Reform and Control Act of 1986. In so doing, the Union will request from each employee before referring them to an Employer, documentation which establishes citizenship or other legal status to work in the United States. These documents shall be any of the documents, which are allowed under the regulations promulgated under IRCA. This section may be amended mutually when regulations are finalized on these requirements.

SHIFT WORK

ARTICLE XXXIII

Section 1:

The Employer may elect to work not in excess of three (3) shifts. No work shall be considered shift work under this Article unless two (2) or more shifts are worked for a period of three (3) consecutive days, except when the period required is broken by Sundays, holidays, an act of God, inclement weather or strike. If the shift is broken before such three (3) consecutive days, the applicable overtime rate will apply.

Section 2:

When shifts are required, the first shift shall work eight (8) hours (with one half hour lunch break) at the regular straight time rate. The second shift shall work seven and one-half (7-1/2) hours (with one half hour lunch break) and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits plus three percent (3%) shift pay. The third shift shall work seven (7) hours (with one half hour lunch break) and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits plus six percent (6%) shift pay.

Section 3:

When Employees are required to work overtime on the first shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours on any one (1) shift.

Section 4:

When Employees are required to work overtime on the second shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven and one-half (7-1/2) hours. Fringes shall be paid on all hours worked.

Section 5:

When Employees are required to work overtime on the third shift they shall be paid the established overtime rate of pay for all hours worked in excess of seven (7) hours. Fringes shall be paid on all hours worked.

Section 6:

When an Employee is required to work overtime, the Employer will be obligated to continue paying the applicable overtime rate until the Employee has had an eight (8) hour break.

FAMILY MEDICAL LEAVE ACT

ARTICLE XXXIV

The Employer and the Union recognize that certain individual Employers bound by this Agreement may be, from time to time, subject to the requirements set forth under the Family Medical Leave Act ("ACT") and that, from time to time, these individual Employers may have bargaining unit members who are qualified under said "ACT". In the event a qualified Employee requests and obtains a leave of absence under the "ACT", the Employee's Employer shall pay the premium required by Health & Welfare Fund recognized in the agreement and shall do so in a manner set by the Fund.

SIGNATURE PAGE

THIS AGREEMENT to continue in full force and effect from the first full pay period after June 1, 2011 through May 31, 2014 and likewise year to year thereafter unless either party desiring a change on Agreement shall notify the other party in writing of such desires ninety (90) days prior to June 1, 2014.

**IN WITNESS WHEREOF,
the parties have executed this Agreement effective June 1, 2011.**

**THE TRADE DIVISION OF
THE ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE, INC.**

**PLASTERERS AND CEMENT MASONS
LOCAL 692 – AREA 121**

**BRUCE JANSSEN - BUSINESS AGENT
(765) 427-2350**

2535 S. 30th Street
Lafayette, Indiana 47905

APPENDIX A
WAGES AND FRINGE BENEFITS

ARTICLE V
OPERATIVE PLASTERERS & CEMENT MASONS
LOCAL #692 - AREA #121 LAFAYETTE INDIANA

PLASTERERS

June 1, 2011 through May 31, 2012

Section 1. Wages and Benefits

The following amounts outlined for each Area shall be paid for each hour worked by each employee.

	<u>Area 121</u>
Journeyman	\$ 25.61
Foreman	\$ 26.61
Foreman (7 or more)	\$ 27.61
Health and Welfare	\$ 6.85
Pension	\$ 5.65
Apprenticeship Fund	\$ 0.40
Top Notch	\$ 0.01
Drug Testing Program	\$ 0.07
Vacation Pay (Deduct)	\$ 1.25
Working Assessment (Deduct)	\$ 1.74
International Assessment (Deduct)	\$ 0.39
TOTAL PACKAGE	\$ 38.59

Effective June 1, 2011 there will be a seventy five cent (\$0.75) increase to be distributed as voted by the membership.

Effective June 1, 2012 there will be a one dollar (\$1.00) increase to be distributed as voted by the membership.

The contribution rates set forth under Section 4, Appendix A, for each hour worked covered by this Agreement for Area 121 for Health & Welfare, Pension, Vacation Apprenticeship, Dues Check-Offs, and Top Notch shall be combined into one check made payable to the Indiana State

Council of Plasterers & Cement Masons H&W and Pension Fund (ISC P&CM H&W Fund) and mailed to HealthSCOPE Benefits @ P.O. Box 50440, Indianapolis, Indiana 46250.

The Union reserves the right to divert any future increase from wages to benefits upon thirty (30) days written notice to the contractor.