

CEMENT MASONS SUBCONTRACTORS AGREEMENT

ENTERED INTO BY AND BETWEEN

**PLASTERERS AND CEMENT MASON LOCAL 692 – AREA 694 & 821
&
INDEPENDENT CONTRACTORS**

EFFECTIVE JUNE 1, 2009 THROUGH MAY 31, 2010

ARTICLE I
COVERAGE

This Agreement covers all light commercial and residential construction in the following geographic areas in Kentucky; Adair, Allen, Anderson, Barren, Bath, Bell, Boyle, Bullitt, Butler, Carroll, Casey, Clay, Clinton, Cumberland, Edmonson, Estill, Franklin, Garrard, Grayson, Green, Hardin, Hart, Henderson, Hopkins, Jackson, Jefferson, Knox, Larue, Laurel, Lee, Lincoln, Logan, McCreary, Marion, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Nelson, Nicholas, Oldham, Owsley, Powell, Rockcastle, Russell, Shelby, Simpson, Spencer, Taylor, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley, and Wolfe, and the following counties in Indiana; Bartholomew, Brown, Clark, Dearborn, Floyd, Jefferson, Jackson, Jennings, Lawrence, Ohio, Orange, Ripley, Scott, Shelby, Switzerland and Washington Counties and any territories awarded by the O.P.C.M.I.A International Association to Local #692 - Area #694.

ARTICLE II
SCOPE

Light Commercial and Residential construction is herein defined as all work in connection with construction, alternation or repair of all light commercial and residential units, such as single dwellings, duplexes, row houses, town houses, and walk-up apartments, retail buildings, and related buildings having 100,000 or less sq. feet of concrete. This section only applies to Contractors or Subcontractors that are signatory to less than three Building Trades crafts. Any project surpassing the 100,000 sq. ft. limit may be negotiated with the Business Manager prior to the start of the project. This Agreement does not cover light commercial or housing units constructed of reinforced concrete and/or steel framed units normally referred to as "High Rise", and requiring installation of elevators for use of occupants This Agreement does not cover any work covered by Prevailing Wage Laws in the State of Kentucky and Indiana. Should the Employer desire to engage in construction work not covered by this Agreement the Employer agrees to become signatory to the Collective Bargaining Agreement of Plasterers and Cement Mason's Local #692 - Area #694,821 for Building, Heavy and Highway Construction.

ARTICLE III
PURPOSE

It is acknowledged by the parties to this Agreement, that it is in the best interest of the light commercial and residential construction industry to stabilize wages, hours, and working conditions; to create an available pool labor from which skilled and proficient craftsmen shall be provided; and to institute a training program for journeymen, apprentices, and trainees to meet the need of this segment of the industry.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Cement Masons and Cement Mason Apprentices and Trainees on work covered by this Agreement. Further, The Employer recognizes the traditional trade jurisdiction of the Cement Masons and agrees to assign such work to members of the Union. The Employer recognizes the traditional trade jurisdiction of the Cement Mason and agrees to assign such work to members of the collective bargaining agreement.

ARTICLE IV
JURISDICTION

(a) This Agreement covers all employees performing work coming under the jurisdiction of the Cement Masons by determination of the National Impartial Disputes Board and by practices in the area covered by this Agreement.

(b) The Employer and the Union agree to abide by the rules and regulations established by the National Impartial Disputes Board.

ARTICLE V
EQUAL REPRESENTATION AND NON-DISCRIMINATION

The parties agree there shall be no discrimination in the employment, hiring and training of employees in the bargaining unit, irrespective of race creed, sex, or membership or non- membership in the Union.

ARTICLE VI
UNION SHOP

Section 1. Union Shop. All employees shall become members of the UNION after the 7th day but not later than the 8th day of employment, of the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

Section 2. Maintenance of Membership. As a condition of continued employment, employees shall maintain their membership in the UNION, and must be in good standing.

Section 3. Discharge. Any employee who fails to become a member of the UNION or fails to maintain his membership therein in accordance with the provisions of Section 1 and 2 of this Article shall forfeit his right of employment and EMPLOYER shall within two (2) working days of notification in writing by the UNION as to the failure of an employee to join the UNION or to maintain his membership therein discharge such employee. For VI to apply, requirements of membership and maintaining membership shall be consistent with Federal and State Law. The employer shall not be in default unless it fails to act within the required period after receipt of written notice.

Section 4. Repeal and Greater Security. In case of repeal or amendment of the Labor- Management Relations Act of 1947, or in the case of new legislation rendering permissible any union security to the UNION greater than that specified in this paragraph of this Agreement, substituted in lieu thereof.

In such event, and if permissible under law. the UNION agrees to supply adequate, competent, and qualified employees for the job requirements of the EMPLOYER in the classifications covered by this Agreement.

Section 5.Traveling Contractor: It is further recognized that the EMPLOYER will be bound by the terms and conditions set forth in the collective bargaining agreement of any other Operative Plasterers &Cement Masons International Union Association Local Union where the employer engages in work that is the under the jurisdiction of the OP&CMIA. If there is no residential or light commercial agreement in place where the contractor travels to, this agreement shall prevail.

Section 6. Recognition: The Employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set fourth in this agreement pursuant to Section 9 (a) of the Labor Relations Act. This majority status has been established by the unions' unequivocal demand as majority representative, the Employers unequivocal granting recognition of the Unions majority 9(a) status based on the Union having shown an evidentiary basis of the Unions majority support.

ARTICLE VII

In consideration of the foregoing, the UNION agrees to furnish workmen selected for reference to jobs upon a non-discriminatory basis, such furnishing to be made upon request of the EMPLOYER and with the EMPLOYER retaining the right to reject or accept the applicants for employment.

The EMPLOYER agrees to make this request for such employees to the UNION and in the event they are unable to find requisitions for employees within a forty-eight-- (48) hour period, the EMPLOYER may employ workmen directly at the job site on a non-discriminatory basis. In such event, the EMPLOYER will notify the UNION of the names and dates of such hiring's.

ARTICLE VIII **OVERTIME**

Section 1. The work performed in excess of forty (40) hours per week, Monday through Friday and all work performed during lunch periods, and Saturdays shall be paid at the rate of time and one-half (1.5). For an employee to be paid overtime after forty hours (40) hours, said employee must have had the opportunity to work forty (40) hours within the five day work week. The employer has the option of working either four (10) days or forty (40) hours per week. Straight time shall not exceed 10 hours a day or 40 hours a week. The employer shall designate the starting time. Work performed on Sundays and the following holidays shall be double time (2x): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If the Holiday falls on Sunday, it shall be observed on the following Monday.

Section 2. Meal Period. A regular lunch period of not less than one-half (1/2) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid one-half (1/2) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given adequate time to eat, he/she shall then receive an additional one-half (1/2) hour at the applicable overtime rate.

ARTICLE IX **REPORTING TIME**

Section 1. Any employee reporting for work as notified shall receive two-(2) hour's pay for show-up time.

Section 2. If a employee shows up for work and is sent home after working a minimum 4 hours, he shall receive 8 eight hours pay if the job is completed and it is not due to inclement weather or any conditions out of the control of the contractor. If an employee is sent home due to inclement weather, he shall be paid for time worked.

ARTICLE X
WAGE RATES

Wages shall be paid according to the following schedule of rates of pay:

Journeyman Rate	\$ 21.00
Foreman (5% above Journeyman)	\$ 22.50
Health & Welfare	\$ 0.50
Pension	\$ 1.10
Apprentice	\$.40
Work Dues (Deduct)	\$ 1.04
International Dues (Deduct)	\$ 0.23
Total Package	\$ 23.00

Apprenticeship Rates Are As Follows

0 - 800 Hours Paid at 60% of Journeyman Base Rate
801 - 1600 Hours Paid at 70% of Journeyman Base Rate
1601- 2400 Hours Paid at 75% of Journeyman Base Rate
2401 - 3200 Hours Paid at 80% of Journeyman Base Rate
3201 - 4000 Hours Paid at 85% of Journeyman Base Rate
4001 - 4800 Hours Paid at 90% of Journeyman Base Rate
4800 - 5600 Hours Paid at 95% of Journeyman Base Rate

Local #692 - Area #694/821 reserves the right to divert any of the afore mentioned monies to fringe benefits upon thirty (30) days notice to the Contractors.

Should the Union desire to allocate the wage increases to Health & Welfare or Pension, It shall have the right to do so upon sixty (60) days written notice to the employer requiring the allocation take effect upon a specified manner.

Cement Masons working on swinging scaffolds up to a height of fifty (50') feet will receive fifty cents (\$0.50) per hour more than the Journeyman rate. Each additional fifty (50') feet or portion thereof, an additional fifty cents (\$0.60) per hour will be paid. Cement Masons applying epoxy coatings will receive fifty cents (\$0.50) per hour more than the Journeyman rate.

In all cases, the Cement Mason Foreman will receive a minimum of one dollar (\$1.00) per hour more than the highest paid Cement Mason Journeyman on the job; General Foreman will receive one dollar and fifty cents (\$1.50) per hour more than the highest paid Cement Mason Journeyman on the job.

ARTICLE XI
PAYMENT OF WAGES

Section 1. The Employer agrees that the Cement Masons will receive their pay weekly before 4:30 p.m. on the recognized pay day on the job. All Cement Masons shall be paid by check stating the total number of hours worked and the deductions withheld. When an employee is laid off, his check shall be mailed to him within a twenty-four (24) hour postmark, excepting weekends and holidays of the time laid off.

Section 2. With proper authorization from the employee, the Employer agrees to withhold 4.5% per hour from the Cement Mason's wages for Union dues, and forward this amount to the Union at the same time all other

fringe benefits are paid to the Union's Health and Welfare and Pension fund. Forty cents (\$.40) per hour shall be paid by the contractor to the Cement Mason's Training Fund at the same time all fringes are paid in behalf of the employee.

ARTICLE XII

Health and Welfare Payments

Said Employer agrees to contribute, in addition to the hourly wage rate, to a Health and Welfare Fund known as the Indiana State Council of Plasterers' and Cement Masons' Health and Welfare Fund.

Contributions to the above Health and Welfare Fund shall be as set forth under Article X - Wages. Remittances must be mailed to the Fund office on or before the tenth (10th) day following the close of the month, by the following month. After thirty (30) days from the due date, a late charge of ten percent (10%) for each thirty (30) days, or portion thereof, must be paid on the unpaid contribution.

Said Fund shall be administered as provided for in Section 302 of the Taft-Hartley Act, as amended.

In the event the Health and Welfare Fund, Apprentice and Journeyman Fund are discontinued any hourly contributions heretofore directed to such Funds shall immediately be added directly to the employees' hourly wage rate.

ARTICLE XIII

PENSION FUND PAYMENTS

Said Employer agrees to contribute, in addition to the hourly wage rate, to a Pension Fund known as the Indiana State Council of Plasterers' and cement Masons' Pension Fund.

Contributions to the Pension Fund shall be as set forth under Article X – Wages.

Said Fund shall be administered as provided for in Section 302 of the Taft-Hartley Act, as amended.

In the event the Pension Fund is discontinued, any hourly contributions heretofore directed to such Fund shall immediately be added directly to the employees' hourly wage rate.

ARTICLE XIV

CEMENT MASONS TRAINING FUND

Said Employer agrees to contribute, in addition to the hourly wage rate to the Cement Masons Training Fund.

Contributions to the Cement Masons Training Fund shall be as set forth under Article X – Wages.

In the event the Training Fund is discontinued, any hourly contributions heretofore directed to such Fund shall immediately be added directly to the employees' hourly wage rate.

ARTICLE XV

SAFETY

Section 1. There shall be no restriction of the use of safety equipment or power tools furnished by the Employer, however, no employee shall be penalized in any way for refusal to work under conditions with unsafe equipment or power tools.

Section 2. No employee shall remove any guard or safety device from power tools, except where he is directed to do so by the Employer or his representative and where another suitable safety device is supplied.

Section 3. (a) When an employee is injured on the job, he shall, after receiving emergency treat, visit a doctor and/or a hospital approved by the Employer's Insurance Carrier in accordance with the Workman's Compensation Law of the State of Kentucky and Indiana.

- (b) Employees injured on the job and working shall be allowed to visit an approved doctor, as required, on company time without loss of time.
- (c) An employee injured on the job shall receive a full day's wages if sent home under doctor's orders. The Employer shall provide the employee with transportation to the hospital or local place of resident on the day of the accident.

Section 4. The Employer agrees to provide drinking water under sanitary conditions, iced when necessary, also furnish sanitary drinking cups and provide sanitary toilet facilities on all jobs.

ARTICLE XVI **COMPENSATION INSURANCE**

It is agreed that each Employer cover all Employees with Workman's Compensation Insurance, Social Security, regardless of the number of Employees, the Employers agree to furnish proof of compliance.

ARTICLE XIV **GENERAL**

Section 1. Working foreman shall have no authority, nor shall they exercise any actions customarily exercised by supervisors as defined in the National Labor Relations Act, as amended, nor shall they, in anyway be deemed to be an agent of the Union.

- (a) Cement Mason Foreman shall be selected by the Employer. Foreman shall not be required to violate any part of this Agreement as a condition of employment.
- (b) There shall be a designated Cement Mason Foreman on all jobs where Cement Masons are employed.
- (c) The Cement Masons shall take orders from no one other than their designated Cement Mason Foreman.
- (d) Foreman rate shall be one dollar (1.00) above journeyman rate.
- (e) Apprentice's and Trainees' shall also help journeymen set forms and finish concrete.
- (f) Apprentice's and Trainees' shall be allowed to do all of the layout and setting up of jobs with the help of a journeyman.
- (g) Journeyman shall do all the work that comes under his/her jurisdiction.
- (h) There shall be a journeyman with an apprentice or trainee at all times.

The apprentice or trainee per journeyman ratio shall not exceed one apprentice or trainee per journeyman on anyone job.

Section 2. The Union shall have the right to designate a journeyman Cement Mason steward on each of the Employers projects. The steward shall not be discharged except for cause and shall be retained to the conclusion of all work covered by this Agreement. In the event it is found that a steward is laid-off or discharged for performing his lawful functions as a steward the Employer shall reinstate him with pay for all the time lost as a result of such action. The steward shall be allowed reasonable time to perform his duties in insuring that the conditions of this Agreement are being observed and shall handle all grievance with the Employer's representative at the first step level.

Section 3. Authorized representatives of the Union shall not be denied access to the Employer's office or to any project of the Employer's for transaction of necessary business with the Employer or the employees covered by this Agreement.

Section 4. The Employer, for the purpose of coverage of this Agreement. is exclusively engaged in the building and construction industry wide parties have elected to come under the provisions of Section 8 (1) -part 3 of the Labor Management Relations Act, as amended, which permits the parties to make an agreement requiring the employer to:

- (a) Notify the Union of opportunities for employment; and
- (b) Give the Union an opportunity to refer the necessary applicants for employment.

Section 5. In the application and administration of Section 3 of this Article, the following shall govern:

- (a) The Employer shall advise the Union of all available openings and job requirements at least forty-eight (48) hours prior to the Employer's filling such job requirements.
- (b) It shall be the discretion of the Employer to hire the number of employees needed in particular classification to perform the work required under the provisions of this Agreement.

ARTICLE XVIII **SUBCONTRACTING CLAUSE**

In recognition that light commercial and residential type construction necessitates a high degree of subcontracting, the Employer agrees that all such subcontracting Employers shall comply with the terms and conditions of the Agreement. Employer further agrees that he shall subcontract work to Employers who are in contractual relations with the Union. In the event work subcontracted to contractors not signatory to this Agreement, such contractors, prior to commencement of work, shall agree to become signatory hereto.

INVALIDITY AND SEVERABILITY

It is the intention of the parties hereto to comply with provisions of the Labor Management Relations Act, as amended and other statutes and regulations, and in the event any provisions or provisions of trust agreement is held to be unlawful then such provision or provisions shall become inoperative and void and parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other provision of this Agreement shall continue in effect in accordance with the terms provided herein.

ARTICLE XIX **DURATION**

This Agreement shall become effective _____ This Agreement shall be binding on the parties from June 1, 2009 until May 31, 2010 and shall continue from year to year unless either party hereto notifies the other party sixty (60) days prior to the termination date hereof of intention to modify and/or terminate.

SIGNATURE PAGE

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, by their duly authorized officers, this _____ 2009.

FOR THE COMPANY

Company Name
(Please Print)

Authorized Signature

Address

City State Zip

Phone Fax

Date

FOR THE UNION

Business Representative

OPCMIA Local 692 – Area 694-821
1734 Mellwood Avenue, Suite B2
Louisville, Kentucky 40206

Phone 502-721-9877 Fax 502-721-9822

Date