

JOINT AGREEMENT

By And Between

**LATHING AND PLASTERING CONTRACTORS ASSOCIATION
OF GARY, INDIANA, INC.**

OR

INDEPENDENT CONTRACTORS

And

**LOCAL #692 - AREA #406
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION**

This Agreement made and entered into this 1st day of July, 2012, by and between the Lathing and Plastering Contractors Association of Gary, Indiana, Inc., or Independent Contractors, acting as the Negotiating Agent for their respective present and future members, hereinafter referred to as the Employers, and Local #692 - Area #406, Operative Plasterers and Cement Masons International Association, Indianapolis, Indiana, referred to as the Union.

Witnesseth: This Agreement is negotiated by the Lathing and Plastering Contractors Association of Gary, Indiana, Inc. or Independent Contractors as Negotiating Agent only for their present and future members hereinafter referred to as the Employers. For any breach of this contract, the liability of the Lathing and Plastering Contractors Association of Gary, Indiana, Inc. or Independent Contractors, shall be only that of Negotiating Agent acting without liability for the acts of their individual members.

This Agreement, made and entered into by and between Local #692 -Area #406, Operative Plasterers and Cement Masons International Association of Indianapolis, Indiana, hereinafter called the Union, and the Lathing and Plastering Contractors Association of Gary, Indiana, Inc. or Independent Contractors, together with the undersigned individuals, firms, partnerships or corporations, signatories to the Agreement who are non-members of the above named Association, hereinafter called the Employer, for the purpose of preventing strikes and lockouts, facilitating a peaceful adjustment of grievances and disputes which from time to time may arise between the employers and employees in the Plastering Industry, parties to this Agreement; and for the purpose of stabilizing wages and working conditions in the Plastering Industry, to reduce and relieve non-employment in the Industry, to improve standards and to safeguard the purchasing power of labor, also to promote and to protect the best interests of the Plastering Industry in the jurisdictional area.

It is stipulated and agreed by and between the parties to this Agreement that the act of Operative Plasterers and Cement Masons International Union (hereinafter called "International Union"), in approving this contract as to form and substance, the International Union, its officers and agents, shall not in any manner hereby become a party to this Agreement, nor is there any

duty, liability or obligation imposed upon the International Union, its officers or Agents, respecting the terms and conditions of this contract in any manner whatsoever. It is further stipulated and agreed that the approval by the International Union as to form and substance is only for the purpose of indicating that the International Union 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.

Nothing in this Agreement shall be construed as preventing either parties to this Agreement from joining a central organization, but it is distinctly understood that neither of the parties to this Agreement shall have the right to join or become affiliated with any central organization which has any law or laws or pass any law or laws conflicting with or annulling this Joint Agreement, except as herein set forth.

That there shall be a joint arbitration board of not less than three members to be selected by each of the two parties of this Agreement whose duty it will be and who shall have the power to settle grievances or disputes under this Agreement.

Any question arising under this agreement, which cannot be settled, between the employer and the Union representatives shall be referred to the Arbitration Board for settlement. The Board shall meet and their decision, when rendered shall be final. Until such time as questions, which have arisen, have been referred to the Arbitration Board and the Board has met and failed to come to a decision, there shall be no stoppage of work and the work shall proceed in its usual manner. Should the Arbitration fail to render a decision, then the parties to this Agreement shall refer the question to their General Office (President) or his duly authorized representative who in any event shall then take such steps as they deem proper in an effort to settle the dispute and during this time, the work shall proceed. The first party hereby agrees to abide by the final decision of the Building Trades Department of the American Federation of Labor. There shall be no cessation of work by the second party pending settlement of any dispute.

The territorial jurisdiction covered by this agreement shall be bounded on the North by Lake Michigan. The boundary to the East shall be the LaPorte, Starke, and Pulaski county line. Proceeding Southward on Route 49 including the City limits of Wheatfield and Parr. To the west, the boundary shall be the Newton and Porter County Lines including the city limits of DeMotte and Hebron but not the city of Kouts. Northward on Lake County Line to and including the city limits of Merrillville, but not the city limits of Crown Point. Northward to Route 30 and then westward Cline Avenue but not including the city limits of Griffith. Northward on Cline Avenue to Lake Michigan.

The EMPLOYER recognizes the UNION as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set forth in this agreement pursuant to Section 9(a) of the Labor Management Relations Act. This majority status has been established by the union's unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the Unions majority 9(a) status based on the Union having shown or having offered to show an evidentiary basis of the Unions majority support. Section 9(a) status may have also resulted based on a National Relations Board

certification that the Union is a majority representative of the bargaining unit covered by this agreement.

WHEREAS; it is the desire and aim of the parties of this agreement to establish uniform working conditions and wages and to provide means for the peaceful settlement of grievances or disputes.

NOW; therefore, the parties hereto each in consideration of the covenants and agreement of the other herein contained hereby agree as follows:

ARTICLE I

Section 1. a. All interior or exterior plastering cement, stucco, stone imitation, dryvit, sto, R-Wall, Sure-Wall and all other Outsulation materials, and all similar materials pertaining to the plastering industry or any patent material when cast, the setting of same, fireproofing, and also corner beads when stuck must be done by practical Plasterers of the O. P. & C. M. I. A. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; also the taping and pointing of all joints, nail holes and bruises on wallboard, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, styrofoam, brownstone, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the Plasterer only. Also the sticking, nailing and screwing of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the O. P. & C. M. I. A., who are practical plasterers.

b. All Cement Plastering shall be supervised and executed by the Plasterer on walls, over and above the six (6) inch base.

c. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld 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.

d. All mouldings run in place and all staff work, the making of templets and horsing of moulds in and on buildings must be made and produced by members of the O. P. & C. M. I. A.

Section 2. a. The Rules governing the erection of work shall be those set forth in the Constitution and By-Laws of Local Union #692, O.P. & C.M.I.A. Provided they do not conflict with this agreement, the object of these working rules is to fix a recognized and meritorious standard for the betterment of the plastering craft, and to aid architects and others towards the fair compliance of specifications for good plastering. A section covering these working rules will become a part of this Agreement.

b. Both parties agree to observe and comply with all trade practices which shall be adopted from time to time concerning hours of work, overtime stipulations and rates of pay, etc., as may hereafter be mutually agreed on.

Section 3. The Employer agrees to:

a. Carry Worker's Compensation and Occupational Disease Insurance, or any other insurance as required by law, on all its employees. Certificates of such insurance with the ten (10) day cancellation clause, and State Forms, shall be furnished to the second party as a precedent to signing of this Agreement by all signatories hereto, lapsing of insurance invalidates this agreement. This section to be rigidly enforced.

b. Wages shall be paid weekly on the job not less than fifteen minutes before the regular quitting time each week or on the regular payday, such payment to be currency or by check. In either case, a stub showing hours worked, Name or Social Security Number, and all deductions must be furnished.

In any case, where an employer defaults on payments of wages or other funds and fringe benefits due employee by issuing a bad check or other means, he shall become responsible for any expense incurred by the employee due to such default. After said default, Local #692 -Area #406 reserves the right to demand that such employer furnish cash bond, pay in cash or certified check to guarantee payments due employees before any members of Local #692 - Area #406 return to his employer.

c. Pay any man discharged for any cause whatsoever, or laid off indefinitely at the time said man is laid off or discharged, fifteen minutes before termination of employment. If not paid at time of discharge, man will remain on payroll until he receives his lay-off check.

d. This Agreement shall cover all aspects of plastering work as more fully described in Article I, Section 1 of this Agreement. It is understood and agreed that members of the party of the first part, may use their tools during their first year in business. Therefore, only when given a permit from Area #406. The work covered by this Agreement shall be performed only by employees and shall not be performed by EMPLOYER of any member of the EMPLOYERS.

e. A ten-minute coffee break will be allowed each working day between 9:00 A.M. and 10:00 A.M. but, members will not leave general area.

f. All bargaining unit work is to be performed solely by bargaining unit members. Provided the Union can furnish enough adequately trained and qualified manpower to meet the contractor's contractual obligations.

Section 4. The Union or the Second Party agrees:

a. To furnish within their jurisdiction sufficient plasterers, when available, at the rate of wages specified herein who shall be capable of performing the work of their trade to the satisfaction of the first party and to constantly endeavor to improve the skill and ability of such workmen.

b. To furnish to members of the first party such specific employees as they shall request, provided the men requested are not already employed.

c. That there shall be no limitation as to the amount of work a man shall perform during his working day. Each man shall do a fair and honest day's work.

d. There shall be no restriction as to the use of any machinery and tools by employees or employers. All tools or machinery of whatsoever kind may be used in all trades, or in the manufacture of any material entering into the construction of buildings, except prison-made.

e. That there shall be no restriction of the use of any raw or manufactured material, suitable for use in the plastering and lathing industry, except prison-made.

f. The employer is at liberty to discharge whomsoever he sees fit, for just cause.

g. The journeymen are at liberty to work for whomsoever they see fit, but under all circumstances, he shall demand and receive not less than the wages and fringe benefits stipulated in this agreement.

h. The foreman shall be the agent of his employer, and shall have the right to hire and/or discharge any or all employees, subject to the control, direction and instructions of his employer. He may perform such acts incidental to, or in the operation of Plastering as the employer may direct. His wages shall be paid at the rate of ten (10%) percent above journeyman PL base rate of pay. A foreman will be designated for each project and under no circumstances will he run more than one job at a time unless the work is in a project.

i. The Business Agent shall have the right to appoint a Steward from Area #406 who shall see that all work is executed in a workmanlike manner. (Stewards shall be given time to see that this Agreement is enforced. In no event shall the steward be discriminated against by the EMPLOYER for faithful performance of his duties as steward.) Stewards shall be given an opportunity to work at all times at work that any other employee or employees, except the work of the foreman, in the BARGAINING UNIT are working, whether during or outside regular hours in order to perform their duties of enforcement of this Agreement.

j. There shall be no interference by the Union with employers' men during working hours, except the Business Representative may be allowed to visit the job at all times to check and correct job conditions and eligibility of employees covered by this agreement.

k. All Plasterers in this bargaining unit who operate any plastering gun nozzle with respect to Plaster or Fireproofing work shall receive seventy five (\$0.75) cents more per hour than the Journeymen working on the same job. All Plasterers who immediately follow the nozzle shall receive fifty cents (\$0.50) per hour above Journeyman's rate of wages. A Respirator and Goggle shall be furnished by each employer and must be sterilized before being issued to any employee in this bargaining unit.

1. Employees working on swinging scaffolds shall receive fifty cents (\$0.50) more per hour than regular scale up to fifty (50) feet. Over fifty (50) feet, one dollar (\$1.00) more per hour than regular scale.

ARTICLE II

Section 1. Workday and Workweek. Eight (8) hours between 7:00 am and 3:30 pm shall constitute a regular work day.

a. Flexible Starting. Between 6:00 am and 9:00 am if the whole job starts at the same time, with approval of Business Agent.

Section 2. Shift work may be performed if the work is done by the rules set forth in this Agreement.

a. Shifts

- (1) 1st shift from 7:00 am - 3:30 pm
- (2) 2nd shift from 3:30 pm – 11:30 am
- (3) 3rd shift from 11:30 am - 7:00 am

b. Pay rate for shifts

- (1) 1st shift will be paid at regular pay rate.
- (2) 2nd shift will be paid at a rate of 7.5 hours worked for 8 hours regular pay.
- (3) 3rd shift will be paid at a rate of 7 hours worked for 8 hours regular pay.

c. Number of shifts

- (1) There will be no more than one shift worked per job in any twenty-four hour day from 8:00 am - 8:00 am.
- (2) The contractor agrees to notify the Business Agent prior to starting any shift other than the 7:00 am - 3:30 pm shift.
- (3) No man will be allowed to work two shifts in any given twenty four hour period unless Local #692 -Area #406 cannot supply men to the contractor. If no men can be supplied to the contractor to complete a 2nd or 3rd shift and a man works either the 2nd or 3rd shift after completing the 1st shift, he will be paid at the rate of pay for that shift.

Section 3. Over-Time Payment. All work performed other than during the regularly scheduled work day shall be paid for at one and one-half (1 1/2) the regular straight time rate of pay. This shall include all work performed before 7:00 A.M. or after 3:30 P.M. Monday through Friday, and all work performed on Saturday. Sunday and the following holidays shall be paid double time: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or day celebrated as such. No work shall be performed on any of the aforesaid holidays, nor shall there be overtime work at any other time except in the event of any emergency to protect the life or property and then only by consent of the parties. Lunch period shall be a full one-half hour period occurring between 12:00 Noon and 1:00 P.M., otherwise the

employees shall receive time and one-half (1 1/2) hour. Employees of this bargaining unit shall not be docked for supper hour when working overtime. Plasterers shall be furnished transportation to a restaurant for his supper hour. No employee shall work more than six (6) hours following the last meal period without an opportunity to eat. In the event an opportunity is not granted to eat as aforesaid, the employees shall receive an additional one-half (1/2) hours pay at premium rate.

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

3.2 If any other craft, on the same project, receives overtime at one and one-half (1 1/2) times the regular rate of pay, because Saturday is not a make-up day for the other craft, then the employees covered by this Agreement shall also be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. However, overtime pay on Saturday may be denied to any Employee who habitually calls off from work earlier in the week when work was made available after the Employer and the Business Agent agree there is a pattern to the Employee's call-offs.

Section 4. Transferring men from one job to another, time must be paid by the employer, if such transfer is made while working on a job or during working hours.

Section 5. The employer agrees to pay Indiana Employment Security Division Tax and Social Security Tax as and when same shall become due, and payable prior to becoming delinquent, on all time worked by each employee whom he employs, regardless of number of employees.

Section 6. a. Health and Welfare Fund: The Employer agrees to contribute the amount set forth under Appendix A, for each hour worked by each employee covered by this agreement into a general fund hereinafter known as the "Indiana State Plasterers and Cement Masons Health and Welfare Fund".

b. Pension Fund: It is mutually agreed by the Parties to this Agreement, that the Employer shall become a part of the Pension Fund, established by the Indiana State Council of Plasterers' and Cement Masons' Pension Fund. The contribution by the Employer shall be as set forth under Appendix A, for each hour worked per week by the Employees.

c. Vacation: The Employer agrees to deduct the amount set forth in Appendix A, Wages and Benefits for the Vacation Fund.

Payments shall be made in accordance with the rules and regulations as adopted by the Trustees of the Indiana State Council of Plasterers and Cement Masons Pension Fund and participating Employers. The Employer agrees to be bound by the Agreement and Declaration of Trust that established the aforesaid Trusteeship. The Employer designates as his representative

among the Trustees of said Fund, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as the Document may be amended from the Pension Fund shall be administered in accordance with all provisions of applicable law.

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

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

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

Section 7. The employer agrees when sending a man out of the jurisdiction of Local #692 - Area #406 to pay the highest prevailing wage scale plus fringe benefits covered by this agreement.

ARTICLE III

Section 1. The wages for Plasterers shall be the amount set forth in Appendix A, Wages and Benefits of this Agreement as specified for Plasterers and Plasterers Foreman.

Section 2. Further, it is agreed that the amount of working dues check-off per hour that is to be deducted from the employee's earned income shall be an amount duly established by the Union in accordance with their by-laws and constitution. Said deduction shall only be made from the employee's wages after the employer has been duly furnished a proper authorization card by the employee as called for by Labor-Management Law.

International Dues And Working Dues Check Off And Indemnity. Effective July 2, 2012 the EMPLOYER shall deduct the amount of International dues and working dues (specified in appendix A) from the paychecks of all employees who have signed an authorization card to the EMPLOYER. The UNION agrees to defend, indemnify, and hold harmless the Employer from any and all claims, lawsuits, liability, expenses, damages, and/or attorney's fees arising from or related to the Employer compliance with this article.

Hold Harmless. The Union agrees to hold the EMPLOYER free from all liability in connection with the collection of its own working assessment (dues) check-off, except for ordinary diligence and care in transmittal of the monies to the UNION.

Section 3. ALL MONIES, Health & Welfare, Pension, Apprentice, Industry Fund, BCRC, and Working Dues shall be combined into one check made payable to the Indiana State Plasterers and Cement Masons Health & Welfare Fund. The reports and check must be mailed to

HealthSCOPE, P.O. Box 50440, Indianapolis, Indiana 406250 NOT LATER than the tenth (10th) of each month. If not received by the fifteenth (15th) day of the month, it shall be mandatory that Local #692 - Area #406 reserves the right to remove all employee members of this agreement from the employment of the delinquent employer, and the Union may demand payment immediately. Each week thereafter, the monies shall be paid by Cashiers Check until such time the Union feels the affected Contractor is making effort to comply with the Contract. Each fringe benefit and contribution will be itemized on regular forms furnished to the Contractors. It shall be a violation of this Agreement not to treat all signatories equally under this clause.

Any Employer or Contractor who becomes a party to this Collective Bargaining Agreement may be required to post a surety bond to guarantee or indemnify the Local Union for payment of wages or contributions to fringe benefit funds as provided by this collective bargaining agreement. Said bond shall be returned to Contractor after job or jobs are completed, providing, however, any monies are owed to employees or Union; said monies to be deducted and any excess money returned to Contractor. The minimum of Bond is ten thousand (\$10,000.00) to be paid fifteen (15) days after a signed agreement. In the event any Employer fails to pay fringe benefits that are legally due under this agreement, the Local Union may require an employer to deposit a surety bond in an amount not to exceed \$30,000. Said bond will be with a surety licensed to do business in the State of Indiana.

ARTICLE IV

Section 1. The approved apprenticeship standards as registered with the Bureau of Apprenticeship Training U.S. Department of Labor shall govern all apprentices.

Section 2. Minimum wages of apprentices shall be based on percentage paid Journeyman in accordance with bargaining agreement and the wage scale listed in Section 5 of this Agreement.

Section 3. The rules of the Joint Apprentice Committee shall be strictly adhered to by all employers and employees covered by this agreement. Copy's of said rules to be furnished to all parties concerned by the Committee.

Section 4. Any increase in Journeyman wage scale will be added in Apprentice wage scale.

ARTICLE V

Section 1. The Apprenticeship Standards may be registered with the Bureau of Apprenticeship and Section 1. Apprenticeship and Training Program: 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 & Cement Masons Local #692 - Area #406 Indianapolis.

There will be a State Joint Apprenticeship Committee consisting of the "Board of Trustees" of the Agreement and Declaration of Trust.

There shall be an Area Joint Apprenticeship and Training Committee, with equal representation from the Employers and the Union, and this Committee shall administer the apprenticeship and training programs for its Area. The “Duties of the Area Joint Apprenticeship Committee” 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 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 #406 reserves the right to place one (1) apprentice on such job.

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

Section 2. Apprenticeship Wages:

Hours Experience	Percent of Scale
Period 1 0 to 800 hours	60% of Journeyman Base Rate
Period 2 800 to 1600 hours	70% of Journeyman Base Rate
Period 3 1600 to 2400 hours	75% of Journeyman Base Rate
Period 4 2400 to 3200 hours	80% of Journeyman Base Rate
Period 5 3200 to 4000 hours	85% of Journeyman Base Rate
Period 6 4000 to 4800 hours	90% of Journeyman Base Rate
Period 7 4800 to 5600 hours	95% of Journeyman Base Rate

When classes are in session during the school, the apprentice(s) must satisfactorily complete related technical training prior to receiving period wage increases. Classes will be held from September through May each school year for a minimum of 144 hours per year; for 3 years, totaling a minimum of 432 hours over the term of apprenticeship.

Section 3. Apprenticeship & Training Trust Fund. The party’s signatory hereto to participate and be a party to the “AGREEMENT AND DECLARATION OF TRUST - OP&CMIA LOCAL UNION #692 OPERATIVE PLASTERERS AND CEMENT MASON APPRENTICE TRAINING AND JOURNEYMAN RETRAINING EDUCATION FUND”. Each signatory party will receive a copy of the AGREEMENT AND DECLARATION OF TRUST. The AGREEMENT AND DECLARATION OF TRUST and the Fund are created, established and

maintained, for the purpose of providing such benefits as now are, or hereafter may be, authorized and permitted by law for Participants and in accordance with its provisions written within and in the Apprenticeship Program, Journeyman Upgrading Training Program and in the Funds other rules and regulations authorized and/or created within the AGREEMENT AND DECLARATION OF TRUST. It is understood, however, that the Journeyman Upgrading Training Program will be created and maintained at the discretion of the Trustees of the Fund, as opposed to the Apprenticeship Training Program whose existence is mandated by this Trust Agreement.

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

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

If the standards from the state JATC are changed to a maximum of 6000 hours then Area #406 will change its hours and rates accordingly.

ARTICLE VI

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

This Contract expires at midnight June 30, 2015. This Contract shall be renewed if no change is desired by the parties. Each party agrees to notify the other party of any change desired in this Contract not less than 60 days before the expiration date.

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

Section 2. 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 its or the Employees less favorable wages, hours and conditions that are herein specified without extending the same wages, hours and conditions to the Employer who are parties to this agreement.

Employees shall not be required to accept work from any individual or contractor who does not abide by the provisions of this agreement.

Section 3. All employees covered by this agreement shall be governed by the By-Laws and Constitution of Local #692, O.P.& C.M.I.A.

Section 4. In the interest of providing employment for all journeymen and apprentice plasterers who are members of Local #692 - Area #406, it is agreed that at all times during the progress of any and all jobs, 50% of the plasterers employed by the contractor, plus the odd man, if any, shall be home members of Local #692 - Area #406, if available.

For the mutual benefit of the contractors and members of Local #692-Area #406, OPCMIA: If the Business Representative finds it necessary to “borrow” employees to man work that Local #692 -Area #406 claims, or to man jobs using new or specialized materials, it is requested that all contractors give the Business Representative full cooperation.

Section 5. The foreman shall be the agent of the EMPLOYER and be selected by him. He shall be subject to the terms of this joint Agreement and its working rules. The foreman may have general direction and supervision over the work and shall have the right to hire and discharge. He must be a competent mechanic of the trade. The foreman shall have the right to do anything incidental to plastering. It is further agreed that nothing in this Agreement shall be held or construed to deprive the EMPLOYER from at all times having supervision over and general direction over his contracts, work and employees, no employee shall take orders from any other than the regular foreman or the qualified contractor. On all jobs employing two (2) or more employees, one (1) employee shall be designated and paid as working foreman by the EMPLOYER. The foreman shall be paid 10% above the Journeyman. Where more than five (5) Journeymen are employed, the foreman shall not use their tools.

ARTICLE VII

WORKING RULES AND CONDITIONS

1. All plastering shall conform to the minimum standards as set forth in the specifications of the American Standards Association.

2. Report for Work Pay. Employees of this BARGAINING UNIT who report for work pursuant to the express or implied order of the EMPLOYER, but are not put to work for any reason, shall receive at least two (2) hours pay, and, if required to remain for longer than two (2) hours, shall be paid for all the time spent at the job. Employees of this BARGAINING UNIT called to a job between 7:00 am and 12:00 pm and any employees working any part of the afternoon shall receive a full days pay.

3. All overtime work must be reported to an officer of Local #692 - Area #406 (not working on the job); either the President, Vice President, Recording Secretary, Sergeant at Arms, or the Business Agent (preferably the Business Agent), within twelve (12) hours. Each man working overtime shall be equally responsible for said report; and if no report is received, each man on the job shall be fined not less than \$10.00.

4. a. Hard finish conventional plastering all angles and ceiling lines and base shall be featheredged straight and true.

b. All scaffolds shall be sheeted not over two inches apart, and all job conditions must meet the safety requirements of the Federal and State Safety Board.

c. Mortar boards must be at least 18" above scaffold. Mortar boards must be at least 24" above floor (minimum)

d. Firm grounds such as dots or screeds must be in place before spraying with a gun, (brown mortar or cement) . Distance between grounds, dots, or screeds shall not exceed 7' . At no time will a wall be sprayed (browned) to a height exceeding 8' at one time.

5. When transferring men from one job to another during working hours, time must be paid by the employer.

6. All Plasterers and Apprentices shall be required to show their checks or payroll stubs to the Business Agent or other authorized representative of Local #692 - Area #406 upon demand.

7. Drinking water shall be furnished by the employer in sanitary covered containers with sanitary drinking cups. . Ice shall be furnished between April 1st and November 1st.

8. No plasterers in the jurisdiction of Local #692 - Area #406 shall work in an open building between November 1st and April 1st. Sufficient heat for the performance of good work shall be provided during this period.

9. Contractors shall furnish all rods and darbies, featheredges, brush buckets (not to exceed 14 quarts), mechanized tools or other tools not ordinarily found in the plasterer's hand tools.

10. Plasterers shall be responsible for the proper care and cleaning of these tools and equipment and shall not remove any of the contractor's tools, equipment or materials from the job without the permission of the contractor or his agent.

11. Each plasterer shall have suitable hand tools for the proper performance of his work. Minimum tools required: Hawk, hatchet, two trowels (one suitable for finishing), level (minimum 18"), white coating brush, browning brush, margin or pointing trowel, chisel, square (12" by 18"), angle float, sand finish float, scoop, and scarifier.

12. Each plasterer shall be furnished a hard hat by the contractor.

13. No plasterer may sub-contract work from a Plastering contractor or work for wages or fringes less than covered by the Joint Agreement. No contractor shall subcontract any work that is to be performed under the jurisdiction of work outlined in this Agreement to any contractor or subcontractor that is not signatory with Local #692 – Area #406 or who will become a signatory contractor with Local #692 - Area #406.

14. All plasterers and apprentices and trainees shall wear white uniforms while working on the job which shall be kept reasonably clean and shall conduct himself and his work so that it shall present a favorable impression on other crafts, Contractors, Architects, etc.

15. There shall be a steward on every job who shall check the men and make reports to Local #692 - Area #406 on each meeting night.

16. Men classified as special material applicators of the OPCMIA shall not work on conventional plastering, and shall work as directed by Local #692 - Area #406.

17. Stilts can be used in the jurisdiction of Local #692 - Area #406, O.P.& C.M.I.A. under certain conditions:

Stilts will not be used in application of regular plastering.

Stilts may be used when certain special materials are used, spackling dry wall, and thin coat material.

Stilts will not be used when the area to be finished is over 9' high on walls. If ceilings are to be finished, 8' is the maximum height.

All areas where stilts are to be used shall have the floor broom clean with no materials or equipment within 6' of the work.

18. All contractors engaged in fireproofing will furnish men with the best safety equipment to insure him against any health hazards.

ARTICLE VIII **JURISDICTION AND JURISDICTIONAL DISPUTES**

Section 1. It is agreed that this collective bargaining agreement covers all work within the work jurisdiction of the OP&CMIA as presently set forth in its International Constitution under the sections dealing with Plasterers and Cement Masons jurisdiction. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreements of records with other crafts, awards contained in the Green Book, or as result of decisions by the National Joint Board for Settlement of Jurisdictional Disputes.

Section 2. The Employer and the Union severally agree to be bound by all terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry know as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the "Plan") . In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrator or National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer as set forth in the Plan and under this Agreement.

Section 3. The Union and the Employer shall cooperate to the fullest extent in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

ARTICLE IX
UNION SECURITY CLAUSE

Section 1. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees who are members of the Union on the effective date of this agreement shall continue their membership in the Union for the duration of this agreement to the extent of paying an initiation fee and membership in the Union. All Employees who are not members of the Union on the eighth (8th) day following the beginning of their employment, or, on the eighth (8th) day following the effective date of this agreement, whichever is the latter, and shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this agreement.

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

Section 3. The employer shall advise the UNION of all available openings and job requirements at least forty-eight (48) hours prior to the EMPLOYER's fulfilling such job requirements.

Section 4. If the UNION elects, a pre-job conference prior to commencement of work shall be held or if the need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the UNION elects. At the pre-job conference, the EMPLOYER shall advise the UNION of its requirements as to the workmen required in the respective classifications, the probable starting date, duration of the job, and the working schedules.

Section 5. The UNION shall be given an opportunity to refer qualified applicants for employment.

Section 6. Men so referred shall not be given preference or priority by the EMPLOYER over non-referred men.

Section 7. Contractors or the Foreman shall call the Union Hall before employing any plasterers within Area 406 jurisdiction.

ARTICLE X

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

ARTICLE XI

SAFETY

The Employer agrees to provide safe working conditions and practices as set forth in current safety standards for the construction industry.

No employees may remove, damage, carry off, or render inoperative any safety device or safeguard furnished or provided for use in any employment, or place of employment, or interfere with the use thereof by any other person. Each employee shall comply with Occupational Health and Safety Standards promulgated under OSHA law (IC.22-8-1.1). Employees shall comply with posted safety policies (including the BCRC Plan) established by the company. Employees are required to report to supervision all unsafe conditions or defective equipment of which the employee is aware. Additionally, all injuries and accidents are promptly reported to supervision.

Failure to comply with the safety provisions as outlined in this Article shall be cause for immediate discharge. Furthermore, it is agreed and understood that the employee shall retain the right to refuse to work under conditions considered to be hazardous or unsafe.

ARTICLE XII

BCRC AND CONSTRUCTION ADVANCEMENT FOUNDATION OF NORTHWEST INDIANA

The EMPLOYER shall pay to the CONSTRUCTION ADVANCEMENT FOUNDATION OF NORTHWEST INDIANA twelve cents (.12) for each hour worked by all EMPLOYEES of the EMPLOYER covered by this Agreement or any modification to it. Modifications shall include Presidential Agreements, project agreements and the NEA maintenance agreements. Also BCRC, the Employer shall pay to the BCRC eight cents (.08) for each hour worked by all employees of the employer covered by this Agreement or any modification to it. Modification shall include presidential agreements, project agreements and the NEA maintenance agreements. Such payments shall be made monthly to BCRC.

ARTICLE XIII
UNIFORM DRUG / ALCOHOL ABUSE PROGRAM

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

ARTICLE XIV
MARKET RECOVERY

Section 1. The wage rates to be paid to Employees for bargaining unit work performed on projects subject to this Article 14 will be paid 85% of wage rates and 100% fringe benefits provided in Article III above.

Section 2. Covered Project. Projects subject to this Article 14 shall consist of projects whose cumulative value for all Plasterers items of work/portion of a project is \$250,000.00 or less. However, on certain projects which have a cumulative value for all Plasterers items of work/portion of a project that is more than \$250,000.00 and are deemed to be advantageous by both parties to do so and with five (5) day' notice to the Union and followed by written notice of the Employers intentions to bid such project said project may be within the scope and intent of this Article 14. This Paragraph 14.2 may be modified by mutual consent of the parties.

Section 3. The Union may cancel this Article 14 as to a particular Employer if in the sole judgment the Union believes the said Employer has violated or abused this Article 14. Provided further should a difference of opinion arise pertaining to work covered by this Article 14, the difference of opinion shall be settled in accordance with Grievance Procedure set forth in this Agreement .

Section 4. It is agreed that this Article 14 shall be subject to review on or before January 1 of any year by a Committee of six (6) three (3) from the Union and three (3) being from the Employers Negotiating Committee for the purpose of determining the value and effectiveness of said Article 14. If it has been determined by either party that this Article 14 has not been effective in making the signatory Employers more competitive in the market place and produced more employment for the members of the Union then Article 14 may be revised for the purpose of making it more effective.

Section 5. Eligibility. In order to be eligible, the Employer must be current on all fringe benefits payments at time of the Bid

Section 6. Applicability. This Article 14 shall not apply on publicly bid projects which have a required wage and fringe package in excess of that provided for in this Article 14. Additionally, this Article 14 shall only apply to Newton County .Should this Market Recovery program prove to be successful, the geographical scope may, upon mutual agreement between the Union and Employer, be expanded. However, no geographical expansion beyond Newton County shall occur prior to May 31 2013.

Section 7. The Parties to this Agreement agree to participate in the Market Recovery Fund Program. Employers further agree to deduct a total of fifty cents \$(0.50) per hour worked by employees of each employer. Details of the Program are contained in the Articles of Incorporation and Bylaws, to be determined by the Union

SIGNATURE PAGE

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LATHING AND PLASTERING ASSOCIATION
OF GARY INDIANA, INC.

LOCAL UNION #692 - AREA #406
O.P.C.M. I.A.

By Its Committee

By Its Committee

APPENDIX A

**WAGES AND BENEFITS
OPERATIVE PLASTERERS & CEMENT MASONS LOCAL #692
AREA #406**

July 1, 2012 through June 30, 2015

Section 1. Wages and Benefits

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

	July 1 <u>2012</u>
Journeyman Base Rate PL	\$ 32.88
Foreman Rate (10% above Journeyman)	\$ 36.12
Health and Welfare	\$ 8.05
Pension Fund	\$ 7.57
Apprentice Fund	\$ 0.40
Industry	\$ 0.12
B.C.R.C.	\$ 0.08
Vacation (Deduct)	\$ 2.00
Work Dues (Deduct)	\$ (2.21)
International Dues (Deduct)	\$ (0.49)
TOTAL Package	\$ 49.10

This contract will reopen in June 2013 to establish rates effective July 1, 2013.

This contract will reopen in June 2014 to establish rates effective July 1, 2014.

The contribution rates set forth under Article II, for each hour worked covered by this Agreement for Area 406 for Health & Welfare, Pension, Industry, BCRC, Vacation, Apprenticeship, Work Dues and 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 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.