

**Cement Masons Highway
District 8 & Part of District 6**

**Highway-Heavy Construction
Agreement**

between

**Cement Masons Local 90
East St. Louis**

and

August 1, 2003 - July 31, 2006

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**CEMENT MASONS HIGHWAY DISTRICT No. 8 &
PORTION OF DISTRICT 6**

AGREEMENT

This Agreement by and between the Southern Illinois Contractors Association on behalf of its employer members and other employers hereinafter referred to as the Employers who have assigned their bargaining rights to the association and are engaged in Highway Heavy Construction and Operative Plasterers and Cement Masons International Association Local No. 90, E. St. Louis, for the Eighth (8th) District of Illinois, & Portion of District 6 for the following counties of Illinois: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, and St. Clair.

ARTICLE 1

Purpose of Agreement

That whereas, it is believed to be a mutual advantage that a workable Agreement shall exist between and among the Contractors, and the Union, and the International in the employment of Plasterers and Cement Masons on highway and heavy construction projects:

And whereas, it is believed that such an Agreement will eliminate disputes and work stoppages due to misunderstandings of jurisdictional awards and proper recognition of craft practices:

And, whereas, the parties hereto expressly eliminate work commonly known as "Building Construction" is herein defined as all work inside the recognized property line: sidewalks and steps that are not installed with the paving, do not come under this Agreement and are recognized as building construction:

And whereas, it is desired to establish a uniform wage and uniform working conditions throughout Highway District No. 8 of the State of Illinois.

"The employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours and other conditions of employment in the unit consisting of the Cement Masons' (subject, however, to compliance by the Union, if legally required, with the Labor-Management Relations Act of 1947, as amended) who are employed by the Employer on its work located within the territorial jurisdiction of the Union."

It is therefore understood and agreed between the parties hereto as follows:

ARTICLE 2

Employing Cement Masons

The Employer shall secure and employ Cement Masons under the following terms and conditions of employment: Journeymen and Apprentices of Cement Masons who are

now employees of the Employers who are signers of this Agreement and 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 seventh day following the dates of their employment.

The Contractor has the privilege of determining the number of Cement Masons any portion of the work shall require.

In order for the Contractor to have a competent working force, the Contractor shall recruit by requesting referral from the Union of all employees in classifications covered by this Agreement. The Contractor shall not hire directly nor recruit applicants from any other source, nor shall the Contractor in any manner circumvent the requirements herein of seeking referrals from the union by any means or methods.

The Contractor shall have the right to move men from one job site to another, also the right to call back as long as the Cement Mason has not gone to work for another Contractor. Employers may request former employees who are available for work and the Union will give consideration to such request. Providing the Employer has given the Union proper notice, cement masons will be on the job ready to work at starting time. If not, cement masons pay will begin when he begins work.

Any applicant who has not previously established journeyman status under the Collective Bargaining Agreement of the Union and any new applicant and any new traveler must complete the referral application form which will be made available to him by the Union.

Registration of applicants will be held on Monday of each week at the headquarters of the Union established for that purpose between the hours of 10:00 a.m. and 2:00 p.m. except that in the event of a holiday, registration will take place on the following day.

The Contractor in requesting referrals, will inform the Union of the location of the project, the number of applicants required, the nature of the construction project, the specific qualifications and experience deemed necessary by the Contractor and such other information as the Union may require to make appropriate referrals.

Referral of applicants will be made by the Union in chronological order of registration subject to ability of the registrant to perform the work required.

No applicant shall be referred to any job for which he is unqualified as evidenced by his application. An applicant who is unable to perform the work for which he has been referred need not be referred again by the Union for that type of work until the Union is reasonably satisfied of his ability to perform such work.

Bonafide request by Contractors for Cement Masons with special skills and abilities will be honored by the Union. A registrant for referrals must be out of work at the time of registration and must report the fact of subsequent employment or unavailability to the Local Union.

An applicant who is disqualified for referral by reason of the fact that his application for referral evidences a lack of competency at the Cement Masons trade shall be given notification of such disqualification by the Union. Referral shall be made on a non-discriminatory basis without regard to membership or non-membership in the Union, and there shall be no discrimination against any person by reason of race, color, creed, sex or national origin. An applicant for referral may obtain review of any complaint with respect to referral or determination of qualifications by setting forth the basis of his complaint in writing, within ten (10) days of the occurrence or acquisition of knowledge by him of facts constituting the basis for his complaint to the Appeal Board, which shall be comprised of three (3) members, one designated by the Union, one designated by the Employer, and a public member jointly selected by the Union and the Employer.

The Local Union shall explain the referral procedures to any person who is not familiar with them. The Contractor has the privilege of determining the number of Cement Masons any portion of the work shall require.

The Union and Employer agree that it is in the best interests of all to promote an alcohol and drug-free environment and both pledge to work within their own areas of influence and to cooperate to that end.

ARTICLE 3 Trade Jurisdiction

The Cement Masons shall have exclusive jurisdiction over all finishing in back of machine such as rodding of all concrete with longitudinal floats and the finishing of all concrete surfaces whether by floats, trowel, broom, or any other method not herein mentioned to bring concrete to a uniform surface.

Cement Masons shall do all rubbing of concrete surfaces on bridges, viaducts, underpasses, tunnels, and highways where uniform surfaces are required whether done by hand or machine. All pointing and patching shall be recognized as work of the Cement Masons.

The following will apply in the framework with other crafts:

- (a) Setting of all screeds for grading and striking off of all finished concrete.
- (b) Laying out, establishing grades, placing and removing all stringlines used for establishing final grade for poured in place concrete as described in International Agreement.
- (c) Rubbing, patching, chipping and grinding (except mass grinders) when done to bring concrete to uniform finish. Placing of all materials used to repair concrete.

- (d) Application of all long lasting protective coatings of concrete used which becomes part of the architectural concrete such as ironite, epoxy and sealers and hardeners that are applied with tools other than a squeegee and/or mop (excluding paint).
- (e) It shall be the work of the Cement Mason to secure in place all swinging scaffolds, cages and boats and chairs on which they are required to work.
- (f) Carpenter Specialists

It is mutually recognized and understood that the Employers working under this Agreement employ Employees represented by the Union, by other Unions, and unrepresented Employees, and that disputes can and do arise as to which of such Employees appropriately should perform particular work assignments. The Employer shall, to the best of his ability, assign to Employees represented by the Union all work within the jurisdiction of the Union and in accord with area practice.

Procedure. The Employer shall adhere to the following:

- (a) Where a decision of record as of the date of this contract, applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such Agreement or decision of record.
- (b) Where a National Agreement of Record between the disputing trades applies the Employer shall assign the work in accordance with such Agreement of Record.
- (c) Where no decision or Agreement of Record under (a) or (b) applies after a meeting of the business managers with the Employer, the Employer shall assign the disputed work in accordance with the established work practice in the local area.

Conflicting Claims to Work

In the event the Union and another trade or trades claim the same work on the job site of a signatory contractor, the parties agree that:

- (A) there will be no picketing (including area standards publicity of any kind); boycotts, stoppages of work or lockouts; and
- (B) the contractor may make the work assignment subject to the right of the Union to grieve and arbitrate the dispute.

In the event of a Union grievance or arbitration of such a dispute, the following shall apply:

- (1) all trades claiming the work must participate in the grievance process;
- (2) the contractor and interested trades agree to submit the dispute to the National Labor Relations Board for an expedited decision on the work assignment. If the National Labor Relations Board refuses to resolve the dispute, an alternative impartial umpire or arbiter shall be selected by mutual agreement or if the parties are unable to agree on the umpire, the contractor shall designate the umpire. The work shall be awarded based upon the factors utilized by the National Labor Relations Board in

jurisdictional dispute proceedings, i.e., (a) certification and collective bargaining agreements; (b) efficiency and economy of operations; (c) relative skills and safety; (d) area and industry practice; and (e) the contractor's practice and preference.

- (3) the contractor will pay wages and fringe benefits on behalf of the workers who were assigned the work by the contractor unless and until there is a final decision awarding the work to a different trade.
- (4) the contractor will not be liable for back wages, fringe benefit contributions or union dues as to any other workers or members of another trade for any periods prior to the date any decision awarding the work to these other workers or trade becomes final;
- (5) if the contractor refuses to adjust work assignments necessary to comply with any decision, then the contractor will be liable for back wages, fringe benefit contributions and check off of union dues commencing on the date of finality of the decision, and continuing through the date of compliance with the decision or the end of the project, whichever comes first.

ARTICLE 4 **Wages and Fringe Benefits**

Section 1. Wages	General		
	Journeyman	Foreman	Foreman
8-1-03	\$24.75	\$25.50	\$26.75
8-1-04	\$25.45	\$26.20	\$27.45
8-1-05	\$26.20	\$26.95	\$28.20

Hot Mastic Epoxy Resin - \$.50 above scale.
High Time -- \$.25 above scale and over 20 feet.
\$.25 additional premium for each 100 feet.

Applicable when working over twenty (20) feet above ground, water or floor level, except rigid scaffolding. (Rigid shall mean having a solid footing and excludes hanging or swinging scaffolds.)

All premium rates are in addition to the basic hourly rates.

Section 2. Apprentices shall be paid a progressively increasing scheduled of wages, based on a percentage of the wage paid Journeymen workers of the trade. The minimum wage rates shall be as follows:

- 1st 6 months – 50 percent of the Journeyman's wage rate
- 2nd 6 months – 65 percent of the Journeyman's wage rate
- 3rd 6 months – 80 percent of the Journeyman's wage rate
- 4th 6 months – 85 percent of the Journeyman's wage rate
- 5th 6 months – 90 percent of the Journeyman's wage rate

6th 6 months – 95 percent of the Journeyman’s wage rate

Section 3. Cement Masons Local 90 Joint Apprentice and Training Fund.

In addition to the per hour wage rates, the Employer shall contribute ten cents (\$.10) per hour worked by each Employee covered by this agreement to the Cement Masons Local 90 Joint Apprentice and Training Fund. The Employers and the Union agree to establish a jointly trustee trust fund for the purpose of training apprentices, advanced journeyman training, safety training and any other educational development of employees.

Union trustees shall be appointed by the Cement Masons Local 90 and Employer trustees by the Employers who both shall serve as the Joint Apprenticeship Committee to administer this fund and apprenticeship program.

The Employer contributions shall be fifteen cents (\$.15) per hour when time and one-half applies and twenty cents (\$.20) per hour when the double time rate applies.

Any part of wage increases may be used for properly trusted fringe benefits. The Employer shall be liable for any costs incurred in connection with the collection of delinquent fringe benefit payment.

Section 4. Health and Welfare

A contribution of four dollars and seventy cents (\$4.70) per straight time hour will be made by the Employer to the Employers and Cement Masons Local 90 Health and Welfare Fund. On all overtime work and holidays, the contributions shall be made at the same rate as overtime and shall be seven dollars and five cents (\$7.05) for time and one-half hours, and nine dollars and forty cents (\$9.40) for double time hours.

	ST	T ½	DT
8-1-03	\$4.70	\$7.05	\$ 9.40
8-1-04	\$4.85	\$7.27 ½	\$ 9.70
8-1-05	\$5.00	\$7.50	\$10.00

All contributions to the Employers and Cement Masons Local 90 Welfare and Pension Funds shall be due and payable on the fifteenth day of the month next following the calendar months in which eligible employees perform work with respect to which contributions are required.

In the event the Employer fails to make prompt and timely payments as required, the Union, following a seventy-two (72) hours written notice by the Fund Office or Local 90 to such delinquent Employer, may order cessation of all work covered under this agreement by the Employer until such reports are made and contributions due are paid.

All Employers not paying contributions within 15 days from the date they are due shall pay, in addition to said contributions, liquidated damages in the amount of 10 percent of the delinquent contributions and said damages shall be paid with the delinquent contributions.

An Employer shall provide to the Employers and Cement Masons Local 90 Welfare and Pension Funds on request in the course of any audit deemed necessary or advisable by the Trustees of the following information:

- a. Hourly payroll records of all Employees covered and working under this contract and within its jurisdiction;
- b. If there is reasonable cause to suspect that an individual Employee has performed work covered by this agreement that is not indicated in these records, or that there are Employees who have performed said work that is not indicated in these hourly payroll records outlined above, the Fund may request other payroll records of other hourly craftsmen;

The Employers and Cement Masons Local 90 Welfare and Pension Funds shall collect contributions **only** on that portion of the Employee's work that is covered by this agreement. No contributions will be sought for work of a classification that is not covered by this Agreement. Any disputes as to covered work is arbitrable.

- c. If the Employer refuses to provide records other than those in item (a), claiming that the Employee is not covered by this Agreement, then the issue must be presented through the grievance and arbitration procedure outlined under Article 21 of this contract;
- d. Other records that can be requested if there is a reasonable cause to suspect that an individual Employee has performed work covered by this Agreement that is not indicated in these records, or that there are Employees who have performed said work that is not indicated in these hourly payroll records, include: time cards (when available); state unemployment tax returns; union pension; welfare, apprenticeship and training fund reports, again with the limitation expressed in subsection (c);
- e. If it is ultimately determined that the Employer was actually obligated to make contributions on behalf of that Employee and that the Employer intentionally failed to make such payment, then the Employer should be assessed the cost of the audit and attorney fees for necessary litigation;
- f. If the ultimate determination is that the Employer was obligated to make contributions on behalf of that Employee and that the Employer failed to do so through clerical error, the Employer will be responsible for back contributions and liquidated damages;
- g. If it is determined that the Employee is not covered by the contract, the Employer should not be held liable for any of the audit costs and, further, if it appears that the fringe benefit fund did not have "reasonable cause" to make the determination that the Employee in question is covered by this agreement, the Employer should be entitled to recover its own costs and attorney's fees incurred in this matter.

Employers shall not be required to deposit with the aforementioned funds, as a guarantee for payment, any advance payment of contributions, unless there is reasonable cause based upon past experience, to anticipate that said Employer will be habitually delinquent in payment of contributions, then terms of Article Four, Section 5 will apply.

Employers shall not be obligated to maintain records for period longer than is required under the regulations of the Internal Revenue Service (three years).

The Employers and Cement Masons Local 90 Welfare and Pension Funds agrees to return to the Employer all contributions made by a mistake of fact, provided that the contribution is not more than three years old at the time the refund of the mistaken contribution is requested.

Pension

A pension contribution of six dollars and seventy-five cents (\$6.75) per straight time hour will be made by the Employer to the Employers and Cement Masons Local 90 Pension Fund. On all overtime work and holidays, the contributions shall be made at the same rate as overtime and shall be ten dollars and twelve and a half cents (\$10.12 ½) for time and one-half hours and thirteen dollars and fifty cents (\$13.50) for double time hours.

	ST	T ½	DT
8-1-03	\$6.75	\$10.12 ½	\$13.50
8-1-04	\$7.25	\$10.87 ½	\$14.50
8-1-05	\$7.75	\$11.62 ½	\$15.50

Dues Check-Off

The Employer agrees to deduct money for Union Dues. Monies deducted shall be subject to withholding taxes. Effective August 1, 1995 the hourly deduction will be seventy cents(\$.70).

Upon receipt of any employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the EMPLOYER shall deduct from each employee's wage, the above stated amounts for each full hour of straight time pay for Union dues and the Employer shall remit the amount so deducted monthly to the Union together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorization may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within 30 days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The Union shall have the sole responsibility for providing such signed authorizations to the Employer. The Employer shall have no obligation to make such a deduction in the event that such authorization is not provided for all employees working on a particular project.

Southwestern Illinois Construction Advancement Program Local 90

Effective August 1, 1990, in addition to the per hour wage rates, the Employer shall contribute ten cents (\$.10) per hour for each actual hour worked by each Employee covered by this Agreement to the Southwestern Illinois Construction Advancement program.

The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Southwestern Illinois Construction Advancement Program, its rules and regulations and the trustees now serving.

Primary purposes of the Program, as set forth in the Trust Agreement, shall include education, safety education, public relationships, market development, and other educational and informational betterment of such Employees, and the common good of the construction industry.

The Union agrees that this is a commitment for the term of this contract. Upon expiration of this Agreement, a review of the purpose, policy, and procedures shall be conducted. If the review indicates the fund has faithfully and effectively executed the purposes, policies, and procedures, the Union will renew its commitment.

Section 5. Bond Requirements – The Trustees of any employee benefit for which contributions are required hereunder shall require for good cause, that any particular employer maintain during the term of this Agreement, a surety bond in the amount of Twenty Five Thousand (\$25,000.00) Dollars to guarantee the payment of such contributions.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund, may, after written notice to the Employer, file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer.

ARTICLE 5 Work Hours and Overtime

Section 1. The Employer will notify the Cement Masons at a predetermined hour prior to starting time where there is to be no work.

Section 2. Eight (8) hours shall constitute a day's work between the hours of 7 a.m. and 5 p.m. The recognized starting time shall be 8 a.m. The recognized quitting time shall be 4:30 p.m. The recognized starting time may be changed by mutual agreement between the Employer and the Union. However, the starting and quitting time shall not be changed on a daily basis. All Employees shall be on the job site at starting time and remain on the job site until quitting time provided the business manager is given a one day notice prior to the Employer's request for new referrals.

Section 3. When required to work more than two (2) hours beyond the regular quitting time and every four (4) hours worked thereafter, one-half (1/2) hour supper hour will be allowed. If the Cement Mason is working an area where other trades have a different hour for supper, the Cement Masons supper hour will coincide with theirs.

Section 4. All work performed in excess of eight (8) hours, Monday through Friday, and all work performed on Saturday shall be paid at time and one-half. All work performed on Sundays and Holidays shall be paid at double the basic rate of pay.

Section 5. When the Cement Mason is required to work more than fifteen (15) minutes during the regular lunch period, he shall be paid for the lunch period at the overtime rate. The regular lunch period shall be thirty (30) minutes between 12:00 noon and 12:30 p.m., when work starts at 8:00 a.m. When the work day begins at a starting time other than 8:00 a.m., then the regular lunch shall commence after four (4) hours have been worked.

Section 6. If Cement Masons start to work, they shall be paid eight (8) hours pay unless weather conditions prevent work from continuing then Article 8 shall apply.

Section 7. Night work or any work where it is necessary to work outside of the regular work day shall be done at one dollar fifty cents (\$1.50) per hour in addition to the regular hourly rate after mutual agreement between the Employer and the Union. This shall not apply to work where agreements exist or to any work where Cement Masons are employed during the day. After eight (8) hours work at the premium rate, these premiums shall be added to the regular rate to compute overtime pay. On night work and jobs with irregular hours, a thirty (30) minute lunch break shall be taken every four (4) ours.

Section 8. (4/10's). When all crafts on the job agree, the work week shall be 40 hours, Monday through Friday. All work in excess of 40 hours in one week shall be paid at the rate of time and one-half. The contractor shall not employ a second crew to circumvent overtime pay after 40 hours. At the contractors option, the work week can consist of 5 eight hour days or 4 ten hour days. This option will apply if the (craft) is the only trade on the job site or if all other crafts on the job site are working 4 ten hour days. In case of bad weather, Friday will be a makeup day on a voluntary basis. Exceptions to this arrangement will be as agreed to by the contractor and business manager. For this clause to be used there must be a pre-job conference discussing the duration and scope of work involved.

ARTICLE 6

Holidays

The following holidays shall be regarded as legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All such holidays shall be observed as prescribed by Federal Law.

ARTICLE 7

Foreman

Section 1. When one or more Cement Masons are working on any project, one shall act as working foreman at the foreman's rate of pay which is seventy-five cents (\$.75) above journeyman scale.

Section 2. When a total of eight (8) Cement Masons are employed on one project, the foreman shall not use his tools, and apprentices shall not be counted in the non-working foreman requirement. No foreman will be required to supervise more than fifteen (15) Cement Masons. When over fifteen (15) Cement Masons are employed on one project, there will be a General Foreman. When over thirty (30) Cement Masons are employed on one project, the General Foreman shall only be required to give orders to the Foreman and not be required to supervise a crew.

ARTICLE 8

Reporting

When an Employee has been engaged either directly or through the Union, and is refused employment upon arriving on the job with his tools, he shall be paid two (2) hours pay at the regular scale provided he arrives at the specified time and weather permitting.

After an Employee has entered employment and reports for work, he shall receive two hours pay for reporting, if not notified by the Employer or his representative one hour prior to the regular starting time that there will be no work. Upon request by the Employee to the Employer this one hour notification may be increased if such additional notification time is needed in order for the Employee to receive said notification prior to his leaving home so as to arrive on the job prior to the starting time. Whenever weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be no work by contacting a Cement Mason working on the same project who has a telephone or by calling (collect) the Employer. The Employer shall have no obligation to pay show-up time to those employees whom the Employer or his representative cannot, by diligent effort, contact to notify them that there will be no work because of weather conditions or equipment breakdown.

The Employee in order to be entitled to the two hour show-up time, must remain on the job for two hours after the regular starting time unless sent home by the Employer or his

representative. If not notified at the end of the two hour period, that there will be no work, four hours will be paid.

When an employee is required to start work prior to the established regular starting time, the employee will be paid the applicable overtime rate along with the minimum reporting time pay for partial day's work in accordance with Article Eight (8).

If work is allowed to start, a minimum of two (2) hours will be paid if work is weathered out prior to the end of the two (2) hours. If work is weathered out after two (2) hours has been worked but before four (4) hours has been worked, four (4) hours will be paid. If work is weathered out after four (4) hours has been worked but before eight (8) hours has been worked, eight (8) hours will be paid. Employees will be required to remain on the job for time paid, unless told to do otherwise.

The reporting time for Saturdays, Sundays and Holidays shall be as stated above. However, in the event inclement weather causes stoppage of work on those days, Employees will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable to that day.

ARTICLE 9

Shift Work

When shifts are desired, application must be made to the Union before they are started.

TWO-EIGHT HOUR SHIFTS: When two eight hour shifts are worked, the hours shall be first shift, 8:00 a.m. to 4:00 p.m. Second shift, 4:00 p.m. to 12:00 midnight. There shall be a one-half (1/2) hour lunch period with pay in the middle of each shift. There shall be twenty-five cents (\$.25) shift premium paid for the second shift.

THREE-EIGHT HOUR SHIFTS: Shifts shall not be more than eight hours each with one-half (1/2) hour with pay allowed for each shift for lunch. Figuring the first shift as the day shift, the second shift shall receive twenty-five (\$.25) cents per hour and the third shift fifty (\$.50) cents per hour more than the day shift scale. No employee shall work more than eight hours in a twenty-four hour period. Working time on each shift shall be seven and one-half hours with eight hours pay.

All work on Saturday will be paid at time and one-half.

All work on Sundays and Holidays will be paid at double time.

TEN HOUR SHIFTS: When two ten hour shifts are worked, the hours shall be (first shift) 8:00 a.m. to 6:00 p.m. and (second shift) 6:00 p.m. to 4:00 a.m. There shall be two one-half (1/2) hour lunch periods with pay. The first to be four hours after shift starting time, with the second to be eight hours after shift starting time.

There shall be a fifty (\$.50) cent shift premium paid for the second shift. The last three hours of the first and second shifts shall be paid at the applicable overtime rate.

TWELVE HOUR SHIFTS:

A. Shifts may be set up on a 12-hour basis, the first shift starting at 12:00 noon, until 4:00 p.m. at the regular scale, 4:00 p.m. until 12:00 midnight at overtime with one-half (1/2) hour lunch period with pay at 4:00 p.m. and 8:00 p.m. The second shift

starting at 12:00 midnight until 8:00 a.m. at overtime, 8:00 a.m. until 12:00 noon at the regular scale, with one-half (1/2) hour lunch period with pay at 4:00 a.m. and 8:00 a.m. Working under the 12-hour shift system, there is to be no premium. But on recognized holidays and Saturdays and Sundays the entire 24-hour period shall be at the applicable overtime rate.

- B. Not more than one (1) shift shall be allowed on jobs of less than three consecutive days duration, excluding Saturdays, Sundays or legal holidays except by mutual agreement between the Employer and the Union. All shifts on the final day of shift work shall receive the same number of hours.
- C. When Masons are employed or ordered out by the employer or his representative to report for shift work and then through no fault of the employee is not put to work or employed for less than regular shift hours, the Employer shall pay him for time equal to one shift. This applies to all work in connection with shift jobs.
- D. Exceptions to the above outlined shift rules may be made if mutually agreed to by the Union, and the Employer, if such exceptions are mutually beneficial to both the Employee and the Employer.
- E. Deductions of time from any shift, shall only be allowed where weather conditions prevent the men from working.

ARTICLE 10

Payment of Wages

Section 1. All Employers of Cement Masons shall pay journeymen and apprentices **every Friday**, at 4:30 p.m. and upon failure to do so they shall be required to pay straight time for a period of two (2) hours subsequent to 4:30 p.m. as an initial penalty. In the failure of an Employer to pay journeymen or apprentices, they shall be required to pay straight time every working day for the regular working hours until the wages are paid with the exception of banking holidays and other days that banks are not open for business and hours other than working hours until said wages are paid. No work shall be performed by any journeyman or apprentice until satisfactory payment or satisfactory arrangement for such payment has been made. The dishonoring of any check issued in payment of wages for any reason whatsoever, shall constitute a failure to pay under this section, and the penalties provided therein shall be applicable.

No employer or Contractor shall withhold more than three (3) days pay from any employee.

Section 2. When Cement Masons are laid off, they will be paid in full, unless there is to be overtime on the day of lay off, then the Contractors are to have the right to pay the Cement Masons for straight time, that is until 4:30 p.m. and within thirty-six (36) hours thereafter shall mail to the Business Agent or the Cement Mason, the check for the overtime. If checks are not postmarked within the prescribed period, 8 hours will be paid for each working day the overtime check is delinquent.

ARTICLE 11
General Conditions

Where there is more than four (4) hours work and a grinder that exceeds fifteen (15) pounds, there will be two (2) Cement Masons used, this does not mean the Cement Masons cannot do other work pertaining to the trade. This does not include self-propelled or self-supporting grinders.

There will be a minimum of six (6) Cement Masons on a formless paver of 24 feet.

ARTICLE 12
Tool

Cement Masons agree to furnish their own small hand tools, such as float and trowel, and the Contractor agrees to furnish large tools and any special edgers required, also rubbing stones with handles.

ARTICLE 13
Sphere of Project

The Cement Masons agree that in the event any Contractor has a project that starts within the jurisdiction of the District mentioned in the Agreement, namely District No. 8, they will continue the project into other territory until completed, under the same terms and conditions as contained in the Agreement, without any change in the wage scale, working conditions, or in the personnel of the crew of the Cement Masons.

ARTICLE 14
Protective Clothing

The Employer shall furnish protective outer clothing (including boots) to all Cement Masons working with epoxy resin.

ARTICLE 15
Additives

In every case where the Employer uses additives in concrete to accelerate the setting time, the Employer shall be under a duty to notify Cement Masons of such additives prior to the pouring of the concrete. A violation of this provision shall be considered a gross violation of the contract.

ARTICLE 16
Safety

Employees shall furnish their own personal safety equipment such as hard hats, conforming to Federal Standards. Adherence to all Federal and State Safety Laws and the

Employers Safety Policy shall be a condition of continued employment. Employees shall wear appropriate and safe footwear.

ARTICLE 17
Business Representative

No employee shall be required to work on a job where the Business Representative is not allowed to visit the job during working hours.

ARTICLE 18
Steward

The representative of the Union may appoint Stewards whose duty it shall be to see that the conditions of this Agreement are observed by both the Employer and the Union. The Steward shall not be discriminated against for the fulfillment of his duties.

ARTICLE 19
Management Rights

It is understood and agreed that the direction of working forces, selection of foremen, the right to determine crew sizes, suspend, transfer, layoff, promote, relieve employees of their duties and the retention of men on overtime shall be vested exclusively with the Employer. The Employer is to be the sole judge of the number of employees needed on any particular job. The Union shall not abridge these rights.

“Nothing in this agreement, or expressed elsewhere, shall be intended to limit the square foot amount of finished product to be put in place.”

ARTICLE 20
Subcontracting

The Employer shall not contract any work covered by this Agreement to be done at the site of construction to any person, firm or company which does not have or become signatory to an existing labor agreement with this Union, covering such work.

ARTICLE 21
Grievance Procedure

During the term of this Agreement, there shall be no stoppage or slowdown of work on the part of the Union, and no lockout on the part of the Contractor for any difference or dispute arising out of the interpretation or application of any of the provisions contained in this Agreement. All grievances will be submitted to the steward and job superintendent for settlement. If these two persons cannot settle the dispute within twenty-four (24) hours, the matter shall be presented in writing within five (5) further days to the Employer or the Union by the party pressing the grievance. If the matter or

question cannot be settled by a representative of the Employer and the Business Agent within forty-eight (48) hours, then the matter shall be referred to the representative selected by the Employer and a representative selected by the Union. These two individuals shall attempt to settle the grievance or dispute and if they are unable to do so, these two shall request a panel of arbitrators from the U.S. Mediation & Conciliation Service for selection of an impartial arbitrator who shall hear the original written grievance and make a decision which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the impartial arbitrator shall be borne equally by both parties.

In rendering his decision, the arbitrator shall not have the authority to add to or subtract from or modify or amend any provision of this Agreement. The parties agree that no grievances shall be considered which has not been presented in writing within 15 days of its occurrence. The time limits set forth herein may be extended by mutual agreement of the parties.

ARTICLE 22

Savings Clause

Nothing in this Agreement shall be construed or is intended to be contrary to any Local, State or Federal Law. In the event that any provisions of this Agreement shall become legally invalid or unenforceable due to change by Local, State or Federal Law, such invalidity and unenforcibility shall not affect the remainder of provisions of this Agreement.

ARTICLE 23

Duration of Agreement

This Agreement shall remain in full force and effect for a period of August 1, 2003 through July 31, 2006 and will be regarded as effective from year to year thereafter, unless a notice to be given in writing by either party hereto, at least thirty (30) days before the yearly expiration date.

It is further agreed that all work contracted for after August 1, 2003 shall be subjected to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, approved and ratified by the duly authorized officers of the parties as of the day and year first set forth.

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION**

DAVID LAUBE, INTERNATIONAL REP. OP/CMIA

Craig Votrian, Local 90

Employer

Address

City-Zip Code

Phone Number

Authorized Signature

Date

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