

# **CEMENT MASONS' AGREEMENT**

This agreement entered into by and between the Employer, Party of the First Part, and the Operative Plasterers' and Cement Masons' International Association, Local Union No. 109, 3975 S. Hametown Rd., Norton, OH 44203, for Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas and Wayne Counties, Party of the Second Part, herein called the "Union" and shall become effective on June 1, 2022, and shall be continued in full force and effect with modifications and/or amendments from the aforementioned date to May 31, 2026 and this agreement shall continue in full force and effect from year to year thereafter with modifications and/or amendments unless written notice of desire to modify or terminate this agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter. This agreement is made for the purpose of preventing strikes, lockouts, and to bring about peaceful adjustment of any disputes which may arise from time to time between the Party of the First Part and the Party of the Second Part during this term of agreement. This agreement shall cover all building construction.

## **ARTICLE I**

### **GEOGRAPHIC AND TRADE JURISDICTION**

Each party to this Agreement represents the proper contract sources in the Building Industry in Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas and Wayne Counties, for the purposes of wage rates certified with The Department of Industrial Relations and the Davis-Bacon Section of the Labor Department.

The Cement Mason shall have jurisdiction over, but shall not be limited to:

All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs, gutters, sidewalks, streets, roads, paving and roofs of mass or reinforced concrete slabs and all surfaces of cement, rock asphalt, the laying, spreading and finishing of all types of bituminous concrete including all types of asphalt, mastic or epoxy floors and pavements, the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish. The operation of all mechanical straight edges/screeds and all troweling or floating machines, walk behind or riding shall be the work of cement masons. A grace period shall be given to all contractors to obtain a qualified/certified cement mason to operate such equipment as agreed upon by both the union officials and contractors. If necessary and if agreed upon by both parties, the contractor and the union shall split the cost associated with sending a cement mason to specialized training not offered by the Union Hall. Cement masons shall perform the finishing of all concrete surfaces and the washing of all concrete construction, using any color pigment when mixed with cement in any other form-mosaic and nail coat whether done by brush, broom,

trowel, float or any other process including operation of machines for scoring floors or any purpose they may be used for in connection with the cement masons' trade. The sandblasting of concrete and granite work of handling a cement gun and control of the nozzle shall be the work of the cement masons. The rodding, spreading, forming, finishing and tamping of all concrete and top materials, sills, coping, steps, stairs and risers and running all cement epoxies and plastic material shall be the work of cement masons, regardless of method of application, as well as all preparatory work on concrete construction to be finished and/or rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc. Patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone, setting of all strips, screeds, stakes, grades and forms, shall be the work of the cement mason. All glass set in cement. The pointing and patching and caulking around all metal window frames that touch concrete. The laying and finishing of gypsum material roofs. All dry packing, grouting and finishing in connection with setting all leveling and base plates and machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that are set on concrete foundations all prefabricated and prestressed concrete construction on the job site and in the shop, including supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, the screeding, finishing, rubbing, grouting, pointing and patching of same. The work of grading concrete with a rake and the finishing of all concrete surfaces by sandblasting, the washout method, bushhammering, or any other method and the curing and sealing of all finished concrete. Setting and nailing of all expansion and control strips for concrete construction, the tooling, stamping, cutting and sawing of joints, and the filling of all joints. The waterproofing or sealing of all concrete surfaces regardless of material or application method.

## ARTICLE II

### RECOGNITION AND SECURITY

Section 1. The Employer signatory hereto hereby voluntarily recognizes the union who is signatory hereto as the sole and exclusive bargaining representative per Section 9(a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined in the Collective Bargaining Agreement, of all the employees of the Employer who perform work that is covered by this agreement and who are members of the union on the effective date of this agreement and they shall be required to remain members of the union as a condition of employment during the term of this agreement. New employees who perform work that is covered by this agreement shall be required to become and remain members of the union as a condition of employment for and after the seventh day following the date of their employment or the effective date of this agreement whichever is later. The Employer further acknowledges that the union has established to the satisfaction of the employer that the union represents a clear majority of the employer's employees who

perform work covered by this agreement. The Employer shall discharge any employee who fails to maintain his membership in the union as required by this article.

Section 2. The Union recognizes the Employer as the sole and exclusive agent for management who is signatory for the purpose of negotiating, executing, and administering this agreement pertaining to wages, hours, and other terms and conditions of employment on any and all work described herein.

Section 3. All Employers are required to recall former Employees of the Cement Industry who have been terminated for lack of work or entrance into military service. This applies to any project or shops within the geographic jurisdiction of the local where the projects or shops are located. This requirement shall be the right of the workman, and the Employer must check with the Union Office to ascertain the availability of the former Employees for a period of not more than one (1) year from the date of the last termination.

Section 4. The Contractor or Employer, party to this Agreement, when engaged in work within the jurisdiction covered by this Agreement, shall employ not less than fifty percent (50%) of the Cement Masons employed on such work from the membership of Local 109.

Section 5. The Party of the Second part reserves the right not to recognize Employers who do not furnish all labor and material or who fail to carry Workers' Compensation or to comply with the provisions set up in the Standard Code of Specific Requirements as established by the Industrial Commission of Ohio, or who fail to employ at least one (1) Journeyman Cement Mason.

Section 6. The Employer agrees that the hiring and employment of all employees shall be non-discriminatory and without regard to race, color, religion, national origin, ancestry, or sex. The employer shall fully comply with all applicable federal and state laws pertaining to equal opportunity to employment.

Section 7. The Employer shall not subcontract or assign any of the work covered by this agreement, and which is to be performed at the job site, to any contractor, subcontractors or other person or party that is not signatory to this agreement or who has not agreed, in writing, to accept all of the terms and conditions of this agreement.

Section 8. Nothing in this Article, or in the operation of this Article, shall be deemed in conflict with or in violation of any other provision in this Agreement, or in any other Agreement to which the Union is signatory.

### **ARTICLE III**

#### **DECLARATION OF PRINCIPLES**

Section 1. There shall be no restriction as to the use of machinery or tools. Whenever mechanical straight edges/screeds, cement finishing machines or grinding machines are used, they shall be operated by Cement Masons.

Section 2. The Employer will arrange for or provide parking for employees.

Section 3. If the Union shall furnish Employees to any contractor signatory to this Agreement within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to Employers party to this Agreement.

Section 4. When the Employer performs any work outside the area covered by this agreement the terms and conditions of this agreement shall apply, except when prevailing wage and fringe rates are higher, then the highest wage and or fringe rate shall apply.

Section 5. It is agreed that when an Employer fails to pay his employees on pay day, or fails to pay fringes timely, the union may order the employees to stop work until full payment is made, and the union shall have the right to remove all employees from the job until such time as all back wages, waiting time, and fringes, which are due and owed are paid in full. Such stoppage or removal of employees shall not be considered to be a violation of any other provision of this agreement. In addition to the foregoing, the Union may engage in picketing, or other forms of publicity, until such time as the delinquencies owed by the employer are paid in full. This paragraph shall be operative notwithstanding any other provision of this agreement.

**ARTICLE IV**

**WAGES AND FRINGE BENEFITS**

**CARROLL, HOLMES, MEDINA, PORTAGE, STARK, SUMMIT, TUSCARAWAS,  
AND WAYNE COUNTIES**

Section 1. COMMERCIAL AND INDUSTRIAL CONSTRUCTION:

	EFFECTIVE 6/1/2022	EFFECTIVE 6/1/2023	EFFECTIVE 6/1/2024	EFFECTIVE 6/1/2025
Base Hourly	\$31.74	\$1.60 per hour additional to be allocated	\$1.50 per hour additional to be allocated	\$1.50 per hour additional to be allocated
Health & Welfare	\$9.09			
Pension	\$7.35			

Annuity	\$4.74			
Apprenticeship	\$0.70			
International Training Fund	\$0.07			
<b>T O T A L PACKAGE</b>	\$53.69	\$55.29	\$56.79	\$58.29

Foreman shall receive \$1.00 per hour above the Journeyman rate.

General Foreman shall receive \$1.50 per hour above the Journeyman rate.

**LOCAL 109 DUES DEDUCTION 5% of Total Package based on Hours Worked**

Section 2. The Employer may make a “bonus” payment to an employee for work on a project covered by the agreement. It is agreed by the Union and the Employer that, if a “bonus” check is issued to an employee, such payment shall not be for hours worked by the employee and the Employer shall not be required to contribute to any of the fringe benefit funds identified under the Agreement. The only deductions from such “bonus” check shall be normal payroll deductions.

Section 3. SPECIAL RATES: Two dollars (\$2.00) per day shall be paid to finishers when applying colorshake. A dust mask shall be furnished by the Employer per OSHA.

(A) Swing scaffolds up to fifty (50) feet, twenty-five cents (.25) per hour above the Journeyman scale. Swing scaffolds over fifty (50) feet, thirty-five cents (.35) per hour additional.

**ARTICLE V**

**WORK RULES**

Section 1. Eight (8) hours shall constitute a day's work. The starting time shall be between 7:00 A.M. and 8:00 A.M. This pertains to the total Cement Mason crew.

Section 2. If Cement Masons are called before 7:00 A.M., time shall start at the time specified by the contractor for them to report, or on the time of their arrival, if it is later. If the Cement Masons are called after 7:30 A.M., the time for starting will be 8:00 A.M., provided the Cement Masons arrive at the job site no later than 10:00 A.M. If they report after 10:00 A.M., their time will begin upon their arrival.

Section 3. The lunch period shall be one-half (1/2) hour starting at 11:00 a.m. and completed by 1:30 p.m. In the event the job conditions do not allow one-half (1/2) hour of uninterrupted lunch period, the worker shall receive time and one-half the straight time rate.

Section 4. All work performed in excess of eight (8) hours per day on the first shift or in excess of seven and one-half (7-1/2) hours per day on the second and third shifts shall be paid at a rate of one and one-half (1-1/2) times the regular rate Monday through Friday. All work performed on Saturday will be paid at one and one-half (1-1/2) times the regular rate of pay.

Section 5. All work performed on Labor Day, Memorial Day, Fourth of July, Thanksgiving, Christmas, New Year's Day and Sunday shall be paid at two (2) times the regular rate of pay. If any of the holidays in the preceding sentence falls on a Sunday, it shall be observed on the following Monday.

Section 6. No shift work will be allowed unless the Cement Masons employed on second and third shifts receive the full eight (8) hours pay, half shifts and skeleton crews will not be allowed to complete the job, but the Cement Masons on the first or second shifts shall finish the remaining work over eight (8) hours at the overtime rate, if there is not sufficient work for a full second or third shift.

Section 7. When it is necessary to work more than one shift, Cement Masons employed on the second and third shifts shall be paid the regular rate governing their employment, provided that the hours of employment do not exceed forty (40) hours in any one week or eight (8) hours in any one day. The second and third shifts to work seven and one-half (7-12) hours for eight (8) hours pay.

Section 8. Before starting a shift job, the contractor shall secure permission of the parties to this Agreement at least twenty-four (24) hours in advance of the time Cement Masons are to begin work.

Section 9. The Business Representatives of the union shall be allowed to visit jobs during working hours to interview the Employer, Steward, or Employees at work.

Section 10. No Cement Mason shall leave a job unfinished and return to finish it the following day, unless deemed necessary by the Cement Mason Foreman. This does not in any way mean to include damage that has been done by an Act of God, such as rain, snow, etc.

Section 11. The Code of Conduct of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada shall apply to all projects governed by this Agreement.

## ARTICLE VI

### PAYROLL RULES

Section 1. Payday is to be weekly and wages will be paid no later than quitting time on payday. The Employer shall not hold back more than five (5) days pay. If an employee is discharged, or laid off, the employee shall be paid by the Employer in full no later than one-half -hour before quitting time. The Employee will be permitted to gather his/her tools and then leave the job. Alternatively, the Employer may forward the Employee's wages to the Employee by regular mail, provided the envelope with the wages is postmarked by the United States Postal Service and/or the Employer no later than 5 p.m. of the next business day. Any laid off or terminated employee who receives final wages by mail, and the envelope containing those wages is not postmarked as described above, will receive seventy-five dollars for each day after the date on which the envelope should have been postmarked. If an employee voluntarily quits work with the Employer, the employee shall be paid on the next regularly scheduled payday for the employer. Alternatively, the Employer may mail the employee's wages by regular mail. The envelope containing such wages shall be postmarked by the United States Postal Service and/or the employer no later than the payday date. If the envelope is not postmarked on the payday date, the Employee shall receive seventy-five dollars for each day after the payday date the envelope is postmarked.

Section 2. Payment of wages shall begin no later than the regular quitting time and shall be completed within ten (10) minutes after such regular quitting time. Pay at the rate of straight time shall be allowed any Employee who has not been paid within ten (10) minutes, beginning such pay at quitting time.

Section 3. When any regular Employee is not working on the pay day, due to weather conditions or lack of work, he shall travel to the office or receive his pay on the next day.

Section 4. Wages shall be due and payable in a payroll check or cash with a stub or record showing clearly the rate, hours, deductions, withholding tax, Employer's complete name and Employee's complete name. The Union reserves the right to demand cash payment.

Section 5. Cement Masons who report on the job as requested and are not put to work shall be paid two (2) hours reporting time, unless previously notified not to report for work. If Cement Masons start to work, they shall be paid a minimum of four (4) hours and if they work over four (4) hours they shall be paid a minimum of eight (8) hours.

Section 6. No employee shall be discharged except for just cause. When employees are discharged or laid off, they shall be given at least fifteen (15) minutes notice and paid in full.

## ARTICLE VII

### FRINGE BENEFITS

#### MONTHLY REPORTS

Reporting forms and payments for all fringe benefits and deductions required to be paid by the Employer pursuant to this Agreement (hereinafter collectively referred to as "contributions or fringe benefit payments") shall be consolidated to a single form, with a single check, sent to the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund at 3660 Stutz Drive, Suite 101, Canfield, Ohio 44406, for all fringe benefits and deductions. The reporting forms shall, among other data required to be furnished by the Employer, name the employees, their social security numbers, and the numbers of hours paid to them by the Employer. If an Employer does not have any Employees to contribute upon in a given pay period, the Employer shall report that information by marking the appropriate box on the reporting form and submitting same.

Section 1. HEALTH AND WELFARE: Effective June 1, 2022, the Employer agrees to contribute the sum of nine dollars and nine cents (\$9.09) per hour for each hour paid to each Employee covered by the terms of this Agreement to the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund. The Health and Welfare contribution shall be paid each month on the combined reporting form no later than the tenth (10th) day of the month following the month wherein the hours were worked.

Section 2. PENSION AND ANNUITY: Effective June 1, 2022, the Employer agrees to contribute the sum of seven dollars and thirty-five cents (\$7.35) per hour for each hour paid to each Employee covered by the terms of this Agreement to the Local No. 109 Plasterers' and Cement Masons' Pension Fund, and effective June 1, 2022, the Employer agrees to contribute the sum of four dollars and seventy-four cents (\$4.74) per hour for each hour paid, to the Operative Plasterers' and Cement Masons' Profit Sharing Annuity Plan. The Pension and Annuity contribution shall be paid each month on a combined reporting form no later than the tenth (10th) day of the month following the month wherein the hours were worked.

**\*\*For the life of this Contract, (2022-2026) all Parties agree to fund the Pension to (a) level recommended by the Actuaries' projections for the overall improvement of the Pension Plans health.**

Section 3. REPORTING OF FRINGES: It is further agreed that the Employer will pay such benefits once each month as instructed on the multi-reporting forms no later than the tenth (10th) day of each month following the month wherein the hours are worked. If such benefits are not paid prior to the fifteenth (15th) day of the month following the month



wherein the hours are worked, the Employer signatory hereto agrees to the late payment penalty as prescribed in the various trust fund agreements.

Section 4. NON-PAYMENT OF FRINGES: It is further agreed between the parties that the non payment of said contributions by the Employer shall constitute a violation of this agreement. The Union shall be authorized to withdraw its members from the said employer until such time as said Employer complies with the terms and conditions of this agreement. Such Violation shall constitute a waiver of any damages by reason of strike against such Employer, and the Employer hereby waives any rights under this contract arising out of such strike.

Section 5. It is further agreed to deduct from the wage package any future increase in the fringe benefits or contributions to new or existing programs following a thirty (30) day notice in writing from the Union.

Section 6. Should the said Health and Welfare, Pension, Annuity Plans and/or Apprenticeship Employer Contributions be dropped for any reason by agreement of parties signatory to this Agreement, the Employer shall immediately add the contributory sums specified in the Agreement to the Employees' hourly rate.

Section 7. All fringes on premium time will be paid at the premium rate.

Section 8. The Union reserves the right to have fringe reports sent to the Union hall for review.

Section 9. DUE DATE CONTRIBUTIONS: All contributions under ARTICLE VII are due and payable in full on or before the tenth (10th) day of the month following the month in which the Employees covered by this Agreement performed work for a contributing Employer. If the contributing Employer remits his payment by mail and the envelope is posted with a postage stamp, and the stamp is cancelled by the U.S. Postal service on or before the tenth (10th) day of the month (or the first business day thereafter, if the tenth (10th) day is not a business day), it shall be deemed to have been paid timely, regardless of the day of actual receipt. If the participating Employer remits his payments by mail and his envelope is posted with the office postage meter, the payment must be received by the tenth (10th) day of the month (or the first business day thereafter if the tenth (10th) day is not a business day) to be deemed paid timely. If the contributing Employer causes the fringe benefit payments to be delivered to the designated office, it shall be stamped as to the date, time, and receipt, and if it is receipted on or before the tenth (10th) day of the month (or the first business day thereafter if the tenth (10) day is not a business day), it shall be deemed timely paid.

Section 10. DELINQUENCY DEFINED: A contributing Employer shall be considered to be delinquent in the payment of contributions if the Employer (a) fails to submit a contribution reporting form, and the contributions detailed therein, by the close of business

on due date, or (b) fails to submit contributions on behalf of all Employees for whom contributions are required by the underlying collective bargaining Agreement, or (c) fails to compute properly the contributions according to the required contributions formula specified in the underlying Collective Bargaining Agreement.

Section 11. AUDIT: Trustees of the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund or any other trust fund or its designated representative shall have the authority, at the expense of that trust fund, to audit the payroll records and books of a contributing Employer, either directly or through a qualified public accountant, as it may be deemed necessary in the administration of that trust fund or any other fund for which contributions are paid to the depository Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund. Such a payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

Whenever a payroll audit is authorized, the contributing Employer shall make available to the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund or any other trust fund, its trustees or person designated by them, its payroll books and records as it pertains to persons covered under the Collective Bargaining Agreement, as well as any other records of the Employer which the trustees deem necessary to determine the amount of contributions and the accuracy of contributions or to determine which Employees for whom contributions are due.

In the event the payroll audit discloses that the contributing Employer has not paid contributions as required by the underlying Collective Bargaining Agreement, the Employer shall be liable for the cost of the audit. The trustees of the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund shall have the authority, however, to waive all or a part of such costs for good cause shown.

In the event the trustees of the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund or any other trust fund determine that the Employer has violated the provisions of this Agreement in their method of computation of contributions, or if adequate records are not made available to allow the trustees or its designated representative to make a determination in that regard, the person or persons conducting said audit may determine delinquency by dividing each Employee's gross compensation by the applicable hourly rate of pay, and the quotient from the calculation shall be multiplied by the applicable fringe benefit contributions required to be paid under the Agreement, and the amount so determined shall be paid within forty-eight (48) hours after the Employer receives written notice.

Section 12. LIQUIDATED DAMAGES: Any Employer failing to make the contributions in ARTICLE VII to the depository Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund by the due date shall, in addition to the hourly contributions required, pay his liquidated damages for the failure to make such timely payment an amount equal to ten percent (10%) of all contributions and deductions remaining unpaid plus interest at the rate

of one and one-half percent (1-1/2%) per month on the contributions remaining unpaid (including amounts due as liquidated damages thereunder) with a minimum payment of one hundred dollars (\$100.00), since it is understood and agreed the damages resulting from late payments are substantial and are difficult, if not impossible, to ascertain. The trustees of the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund, in their sole discretion, may waive the aforesaid liquidated damages for minor or inadvertent delinquency. The trustees shall not be bound by any precedent or practice pertaining to the assessment or non-assessment of liquidated damages for any particular Employer in the past.

Section 13. PAYMENT OF MEDICAL EXPENSES: The Employer agrees that if delinquency in the payment of fringe benefits to the Ohio Conference of Plasterers' and Cement Masons' Health and Welfare Fund, in whole or in part, has caused any Employee to lose or fail to gain eligibility under the Health and Welfare Program, and said Employee has personally incurred any medical expenses or hospital expenses for himself or his dependents, the Employer shall be liable to the Employee and shall pay such expenses and costs in addition to any delinquent amounts owed hereunder.

## **ARTICLE VIII**

### **BOND**

Employers who have employed members of Local Union No. 109 during the preceding twenty-four (24) month period and who have contributed to the various fringe benefit programs as required by this Agreement without default are hereby exempt from the following: All employers who fail to meet the aforementioned conditions shall simultaneously with the execution of this Agreement furnish a bond in the amount of Two Thousand Dollars (\$2,000.00) at the fringe benefit office of the Ohio Conference of Plasterers' and Cement Masons' to insure payment of the various fringe benefits outlined in this Agreement. An Employer employing three (3) to five (5) Cement Masons shall be required to furnish a Five Thousand Dollar (\$5,000.00) bond; six (6) to ten (10) Cement Masons, a Seven Thousand Dollar (\$7,000.00) bond; eleven (11) to fifteen (15) Cement Masons, a Nine Thousand Dollar (\$9,000.00) bond; over fifteen (15) Cement Masons a Ten Thousand Dollar (\$10,000.00) bond. An Employer who has ceased to employ members of Local No. 109 within the jurisdiction of this Agreement and following the final payment of all fringe benefits shall have the bond released.

In the event of a violation of this section by the Employer, the Union shall be authorized to withdraw its members from the said employer until such a time as such employer complies with the requirements of this section. It is understood that the Trust Agreements establishing the various fringes included in the Agreement permit, when deemed necessary by the Trustees of such Trusts, the audit of payroll records.

## **ARTICLE IX**

## DUES CHECK-OFF

It is hereby agreed by the parties that five percent (**5%**) of the **Total Package (wages plus fringes) per hour based on Hours Worked** shall be deducted from the Journeyman and Apprentice wages. It is further agreed that the Dues Check-Off be deducted weekly and forwarded once each month on the combined reporting forms no later than the tenth (10th) day of the month following the month wherein the hours were worked.

## ARTICLE X

### APPRENTICESHIP FUND CONTRIBUTION

Effective June 1, 2022 the apprenticeship contribution rate shall be seventy cents (.70) per hour.

Effective June 1, 2022 the **International Training Fund (ITF)** contribution rate shall be seven cents (\$.07) per hour.

## ARTICLE XI

### WORKING CONDITIONS

Section 1. When Cement Masons are required to work in a district where wages and/or fringes are higher than those provided for in this Agreement, they shall be paid the higher rate. All other terms and conditions of this agreement shall apply.

Section 2. Any mileage rate for travel expenses and/or compensation will be an item negotiated strictly between the Employer and Employee.

Section 3. If Cement Masons are required to stay out of town overnight, the lodging and meal expense amount shall be agreed upon by the Employer and the Cement Masons involved and shall be the same for all Cement Masons.

Section 4. The Union shall have the right to appoint a steward from the Cement Masons employed on all projects covered by this agreement. The steward shall be the last employee to be laid off next to the Foreman. It shall be his/her duty to report any violation of the terms of this Agreement to the Union, and shall not be discriminated against for the performance of his/her duties.

Section 5. The Contractor shall furnish all tools, such as straight edges, darbies, and tools for special work. Straight edges pulled by one Cement Mason, shall not exceed ten (10) feet in length, straight edges over ten (10) feet shall be pulled by more than one Cement Mason. All

one person straight edges shall be made from 1 1/8" material with slotted hand grips. There shall be a darbie or bull float present. The contractor shall furnish a chipping hammer, bush hammer, carborundum stones with handles, mash hammer, and where excessive brushing is required, the contractor shall furnish the necessary brushes.

Section 6. It shall be a violation of contract for any Employee permitting anyone but a practicing Cement Mason or a registered Apprentice to use his tools for finishing.

Section 7. In the best interest of safety, it is agreed by both parties that when a Cement Mason is required to work overtime, he shall not be left alone.

Section 8. No Cement Mason shall lose time because of the failure of the contractor to furnish any necessary safety equipment, such as goggles, respirators, and sanitary mask, etc.

Section 9. The Employer agrees that all Cement Masons' working tools used that day shall be cleaned up on the Employer's time.

Section 10. The Employer agrees to furnish suitable drinking water and a suitable place to eat.

Section 11. Any Cement Mason injured on the job and requiring emergency treatment and unable to work shall be paid for the remainder of the day.

Section 12. It shall not be a violation of this Agreement, and it shall not be cause for discharge, discipline, replacement, or lay-off, if an employee refuses to enter upon, or work, on the property or job site where pickets have been established by a local or international Union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, or any of its local Unions. The employer acknowledges that neither the Union, nor its members, shall be liable or responsible for any damages as a result of the operation of this paragraph.

## **ARTICLE XII**

### **JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan) or any successor Plan.

Section 2. All jurisdictional disputes between the Union and the Employer, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that maybe adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature.

## ARTICLE XIII

### ARBITRATION

Section 1. The parties agree that all questions concerning the interpretation and application of the terms of this Agreement shall be resolved by the following procedure:

There shall be no stoppage of work except for nonpayment of wages or fringes, and an earnest effort shall be made by the Employer and the Union to reach an accord regarding the intent of the terms and conditions of this Agreement. If an agreement is reached at this stage, it shall be final and binding on the signatory parties to this Agreement.

In the event of failure of the parties to reach a satisfactory settlement at this stage, a business representative or an official of the Union shall notify the Employer in writing of the Union's intention of referring the grievance to the Joint Arbitration Board as hereinafter established and the board shall meet within five (5) days from the receipt of the request to consider the matter. Its decision thereon by a majority vote shall be final and binding.

The Joint Arbitration Board referred to above shall consist of three (3) members designated by the Union and three (3) representatives designated by the Plasterers & Cement Finishing Contractors of Akron and Vicinity (Association). Two (2) representatives of the Union and two (2) representatives of the Association shall constitute a quorum for resolving grievances. A majority vote of those in attendance at a meeting in which there is a quorum shall result in a final and binding resolution of a grievance. In any such meeting, representatives of the union and representatives of the Association shall have the same number of votes regardless of the number of representatives in attendance. A grievance that is considered by the Joint Arbitration Board and not finally resolved may be processed to final and binding arbitration by notice filed with the Joint Arbitration Board with a copy to the affected Employer within five (5) business days after the Joint Arbitration Board issues its decision. After a notice of arbitration has been filed, the affected Employer and the Union shall immediately attempt to agree upon an arbitrator. If an agreement is not reached within forty-eight (48) hours, the Employer and the Union shall immediately apply to the Federal Mediation and Conciliation

Service for a panel of arbitrators. If the Employer and the Union cannot agree upon an arbitrator within three (3) business days, the parties shall alternately strike names from the panel and the last name remaining on the list shall be appointed as the arbitrator. The arbitrator, in deciding the grievance, shall not modify, change, or add to the terms of this Agreement.

In deciding a grievance involving a dispute not covered by the terms of this Agreement, the Arbitrator shall decide only the issues as jointly submitted by the parties. Any decision rendered by an arbitrator pursuant to this provision shall be final and binding upon the union and its members and the Employer signatory hereto and any other Employer signatory to an agreement containing a clause which provides for the settlement of grievances and disputes by the Joint Arbitration Board as designated herein.

Section 2. The Arbitrator's fee and all expenses incident to the arbitration shall be paid in equal shares by the Union and the Employer involved in the subject matter of the arbitration.

## **ARTICLE XIV**

### **WORK SCOPE**

Section 1. In order to protect and preserve for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management, or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violation of Section (1) of this Article shall be considered as a dispute under this Agreement, and shall be processed in accordance with the procedures for handling of grievances and the final binding resolution of disputes, as provided in ARTICLE XIII of this Agreement. As a remedy for violation of this Section, the arbitrator (or arbitration body) provided for in ARTICLE XIII is empowered at the request of the Union to require an Employer to (1) pay affected employees covered by this Agreement including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violation and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other

remedies unavailable to this Union for violations of other sections or other articles of this Agreement.

Section 3. If, as a result of a violation of this Section, it is necessary for the Union and/or the trustees of the Joint Trust Funds to institute court action to defend an action which seeks to vacate such award, the Employer shall pay accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of litigation, which resulted for the bringing of such court action.

## ARTICLE XV

### FOREMAN

Section 1. The Employer agrees to place a competent Cement Mason in full charge of each job with full authority and responsibility to produce satisfactory results. The designated lead cement mason may be classified as a Foreman or General Foreman, at the employer's discretion.

Section 2. After three (3) journeymen or more are employed, and/or at the discretion of the employer, there shall be a Foreman whose rate shall be One Dollar (\$1.00) per hour above the agreed Journeyman rate. A foreman shall not be permitted to work with the tools after five (5) Cement Masons are employed. This is not in any way meant to stop the Foreman who may be forced to help in an emergency. (The foreman referred to in this section shall be a member of the Plasterers' and Cement Masons' Local Union No. 109.)

Section 3. After six (6) journeyman or more are employed, and/or at the discretion of the employer, there shall be a General Foreman whose rate shall be One Dollar and Fifty Cents (\$1.50) per hour above the agreed Journeyman rate. A General Foreman shall not be permitted to work with the tools after nine (9) Cement Masons are employed. This is not in any way meant to stop the General Foreman who may be forced to help in an emergency. (The General Foreman referred to in this section shall be a member of Plasterers' and Cement Masons' Local 109.)

Section 4. If any Cement Mason is discharged due to his not being a qualified Cement Mason and is so notified by letter to the Union, he/she is to be given a warning. If the same Cement Mason receives three (3) letters stating he/she was fired because of not being a qualified Cement Mason, he/she will be called for a hearing of a six (6) person panel, three (3) representing the Union and three (3) representing the Employer. If he/she is then found not qualified as a Cement Mason, his/her case will be presented to the Executive Board of Local No. 109 to be acted upon.



## ARTICLE XVI

### APPRENTICES

Section 1. In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for employment of apprentices is hereby recognized and the employment and proper training of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by the Employer and the Union.

Section 2. There shall be a Joint Apprenticeship Committee consisting of a minimum of three (3) representatives of the Union and three (3) representatives from the Employers.

Section 3. All apprentice rules and regulations made by the Joint Apprenticeship Committee shall become part of this Agreement.

Section 4. A graduated wage schedule for apprentices shall be established and maintained on the following percentage basis of the established wage of Journeyman Cement Masons:

1st Year Rate	1st Year	70% of Journeyman Rate
	2nd Year	80% of Journeyman Rate
	3rd Year	90% of Journeyman Rate

FRINGE BENEFITS ARE PAID AT FULL RATE AT ALL LEVELS.

Section 5. Any apprentice who fails to comply with the Apprenticeship standards, the rules and regulations of the Joint Apprenticeship Committee, or who fails to attend school as required, shall be discharged or disciplined by the Employer immediately upon receipt or notification to such effect from the Joint Apprenticeship Committee. After an individual is so discharged or disciplined, if he/she believes that the facts upon which his/her discharge was based are untrue, may challenge such facts by filing a written statement with the Joint Apprenticeship Committee within three (3) working days from the date of discharge or discipline and within five (5) working days thereafter, a hearing shall be held before the Joint Apprenticeship Committee for the purpose of passing upon the claim of such individual.

Section 6. Neither the Union nor the Employer shall incur a liability for discharge or discipline of an apprentice should the Joint Apprenticeship Committee be proved wrong for their actions against an apprentice.

Section 7. The Local Union will increase the number of Apprentices consistent with future requirements of the industry. Apprentices are not to exceed one (1) per Employer where at

least one (1) Journeyman is employed. Employers that employ five (5) or more Journeyman may hire a second Apprentice.

**ARTICLE XVII**

**BLANKET DISCLAIMER**

It is mutually agreed that if any clause, term or provision of this Agreement is or is hereinafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other Board or agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative and of no effect without disturbing the other clauses, terms and provisions of this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

Whenever in this Agreement "Man" or "Him" or their related pronouns appear, either as words or parts of words, they have been used for representative purposes and are meant to include both male and female sexes.

**ARTICLE XVIII**

**TERM OF AGREEMENT**

This Agreement represents a complete and final understanding of all bargainable issues between the Employer and the Union, and it shall be effective as of June 1, 2022, and remain in full force and effect, with any modifications and/or amendments, until May 31, 2026, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all the provisions.

THE UNDERSIGNED, BEING PARTIES TO THIS AGREEMENT HEREBY CERTIFY THAT THEY HAVE READ AND AGREED TO ACCEPT SAME AND BE BOUND BY ALL THE TERMS AND PROVISIONS THEREOF.

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NAME OF COMPANY

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(AREA CODE) TELEPHONE NUMBER

(AREA CODE) FACSIMILE NUMBER

---

STREET ADDRESS OR BOX NUMBER

---

CITY

STATE

ZIP CODE

---

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINT NAME AND TITLE

---

DATE

OPERATIVE PLASTERERS' AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 109  
3975 South Hametown Rd  
Norton, OH 44203  
330-724-1221

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UNION REPRESENTATIVE

DATE