

**CEMENT MASONS'  
AGREEMENT**

**Entered into Between**

**CEMENT MASONS' UNION  
LOCAL NO. 526**

**of the Operative Plasterers and  
Cement Masons' International Assn.**

**and**

**MASTER BUILDERS'  
ASSOCIATION OF  
WESTERN PENNSYLVANIA, INC.**

**Effective June 7, 2011  
to May 31, 2014**

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## **AGREEMENT**

This Agreement made and entered into this seventh day of June, 2011 by and between THE MASTER BUILDERS' ASSOCIATION OF WESTERN PENNSYLVANIA, INC. (hereinafter called the "Employer"), and the CEMENT MASONS' UNION LOCAL NO. 526 of the Operative Plasterers and Cement Masons' International Association (hereinafter called the "Union") for the purpose of establishing the rate of wages; fringe benefits; hours of work; conditions under which Employees shall work for the Employers; and to facilitate the peaceful adjustment of all grievances and disputes which may from time to time arise between the Employers and the Employees engaged in building construction work within the territorial jurisdiction of Local Union No. 526; namely: Allegheny, Armstrong, Butler, Clearfield, Fayette, Greene, Indiana, Jefferson, Mercer, Washington and Westmoreland Counties.

It is further understood that no liability shall arise on the part of the Employer or Union by reason of any unauthorized act by any Employee or member respectively, unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

## **DECLARATION OF PRINCIPLES**

The Master Builders' of Western PA, Inc. and the Cement Masons Local Union 526 hereby adopt the following principles as an absolute basis for this Contract:

- a. A member shall insist on doing their work in a proper and safe manner with no limitation as to the amount of work a member shall perform during the working day. The employer and the member, through mutual agreement, shall see that sufficient time, manpower, proper materials and equipment are provided to complete the job in an efficient manner.
- b. The employer may furnish technology, safety-approved machinery, tools and equipment that fall within the jurisdiction of the cement mason trade. There shall be no restriction in its use.
- c. No person shall have the right to interfere with working members during working hours. Union representatives shall have access to working members so long as they meet all project safety requirements and check in through the employer's supervision.
- d. The Employer or his agents shall not use abusive language or employ excessive rushing tactics on jobs.
- e. The general foreman and/or foreman shall be selected by the employer. They shall be members of the Operative Plasterers and Cement Masons' International Association and direct all members at the project site in accordance with the terms and conditions of this contract.
- f. Cement Masons shall be at liberty to work for any contractor under the terms and conditions of this agreement. They shall demand and receive the wages, fringe benefits and conditions agreed upon in this Contract.
- g. The Employer is permitted to discharge for just cause, except for Union activities.
- h. The parties hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.

- i. The Employer shall have total portability of manpower within the geographical jurisdiction of Cement Masons Local Union 526.
- j. The parties hereto agree to adhere to the principles contained in the "Cement Masons Code of Conduct".

## **ARTICLE I Agreement**

**Section 1.** The term of this Agreement shall be from June 7, 2011 up to and including May 31, 2014.

**Section 2.** The Employer and the Union agree to meet at least once each quarter, to discuss and review construction activities and training of the workforce. The prime purpose of this Committee is to mutually assist and promote Union Construction, with the understanding that the Employer and the Union pledge their cooperation and support to develop policies and programs to actively promote and encourage the greater utilization and improved skill level of Union construction in Western Pennsylvania.

**Section 3.** Should the Employer or the Union desire to change or terminate the above stated working agreement on May 31, 2014, notification by the party requesting same must be submitted in writing to the other party not less than sixty (60) days prior to May 31, 2014; otherwise, the stated working agreement shall continue in full force and effect until May 31, 2015, and annually thereafter in the absence of such notification.

## **ARTICLE II Working Hours and Shifts**

**Section 1.** (A) Normal Work Day: Eight (8) hours per day shall constitute a day's work from Monday through Friday, inclusive. The Employer may schedule all Cement Masons for the normal work day starting at the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay, except as noted in the Special Conditions Clauses. All work scheduled changing the above starting and quitting times shall be for cause. The Business Manager or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the work schedule and the work schedule shall prevail for a minimum of five (5) days.

Lunch period for the normal work day shall be at approximately the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Employee during the lunch recess shall be paid at the applicable overtime rate.

Lunch period shall be at approximately the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Employee during the lunch recess shall be paid at the applicable overtime rate.

(B) Special Conditions Clause: Large slab, mat or foundation concrete operations which employ five (5) or more Cement Masons may be scheduled on a straight time basis for a time other than the normal work day starting time allowing the employer to manage the conditions of precipitation, temperature or traffic effecting the ready-mix concrete setting and/or delivery. Cement Masons may be "stagger started" up to one (1) hour before and five (5) hours after the scheduled start time of concrete delivery. To utilize this special condition the employer must provide 48 hours advanced notice to the union. However, in no instances shall a Cement Mason start work earlier than 4:00 AM or later than 10:00 AM.

Lunch period shall be thirty (30) minutes of uninterrupted time and must be taken beginning within four (4) to six (6) hours after the cement mason's starting time. Lunch period when directed by the employer to begin outside of this one hundred twenty (120) minute range shall be paid at the applicable overtime rate.

C) The contractors may institute a four-day week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act, or other federal or state laws or regulations of job contract conditions. Time and one-half (1 ½) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per week.

**Section 2.** (A) When two (2) or more shifts are required, the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid for at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this Section (eight (8) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

When shifts are established and being worked, Cement Masons shall be allowed to complete work started by the previous shift.

(B) On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, and are three (3) or more days' duration, the Employer, with the consent of the union, may institute a shift which will be paid in accordance with the Article governing Shift Work.

For "Owner's Special Conditions", the normal established work day will be:

- 1<sup>st</sup> Shift - 8 a.m. to 4:30 p.m.  
(8 hours for 8 hours pay)
- 2<sup>nd</sup> Shift - 4:30 p.m. to 1:00 a.m.  
(8 hours for 8 hours pay)
- 3<sup>rd</sup> Shift - 12:30 a.m. to 8:00 a.m.  
(7 hours for 8 hours pay)

When an odd shift is required, the shift schedule in which the majority of hours are worked shall apply. When an odd shift is required that splits the hours worked equally, the following shift schedule shall apply: If the third shift is scheduled and the majority of hours worked falls in the first shift, it is understood, the third shift schedule shall apply.

**Section 3.** Any and all shift work done on Saturdays, Sundays, and Holidays, or days observed as such, shall be paid for at the overtime rate as outlined in this Agreement. When workmen are required to continue working on the next shift, they shall be paid time and one-half (1 1/2) the straight time rate for any time worked prior to their next regular shift. There shall be no deduction for lunch periods between the hours of 4:30 p.m. and 8:00 a.m. Above shall only apply on work of five (5) or more consecutive days duration. The consent and approval of the Union must be obtained for the application of the Shift Section of this Agreement on work of less than five (5) consecutive days duration.

**Section 4.** Reporting Pay - When Cement Masons report for work and due to inclement weather are not put to work, said Cement Masons shall receive a monetary amount equal to one (1) hours' wages. No fringe benefits nor other deductions shall be paid. The above shall not prevail if the Employer reaches and notifies the Employee or a responsible member of his/her family prior to midnight that he/she is not to report to work the next day.

Show Up Pay - When Cement Masons report for work and due to inclement weather, are not placed to work but are instructed to remain on the job, said Cement Masons shall receive a monetary amount equal to two (2) hours' wages. No fringe benefits nor other deductions shall be paid. The above shall not prevail if the Employer reaches and notifies the Employee or a responsible member of his/her family prior to midnight that he/she is not to report to work the next day, or the workmen fail to remain on the job for a period of two (2) hours, unless released by the Employer. Major Equipment Breakdown – When Cement Masons report for work and due to a major equipment breakdown, are not put to work, the Cement Mason shall receive a minimum of two (2) hours pay (including fringe benefits and other deductions). The above shall not prevail if the workmen fail to remain on the job for a period of two (2) hours, unless released by the Employer.

If at any time during the two (2) hour waiting period, the Cement Masons start to work, they shall receive wages and fringe benefits from the beginning of the shift as if they had started work at the regular starting time.

For reasons other than inclement weather or major equipment breakdown, when workmen report for work but are not placed to work, they shall receive four (4) hours pay, but after starting work, they shall receive not less than a full day's wages.

Reporting Pay and Show Up Pay shall not be considered as hours worked and shall not count against hours worked in determining overtime, fringe benefit calculations and Make Up Day scheduling.

The above shall not prevail if the Employer reaches and notifies the Employee or a responsible member of his/her family prior to midnight that he/she is not to report to work the next day, or the workmen fail to remain on the job for a period of two (2) hours, unless released by the Employer. After starting, and workmen are stopped due to inclement weather or major equipment breakdown prior to 12:00 noon, they shall receive a minimum of four (4) hours wages; if stopped due to inclement weather or major equipment breakdown after lunch time they shall receive a full day's wages, provided workmen remain on the job until one-half (1/2) hour before quitting time, unless previously released by the Employer. If the workmen are unable to start a day's work due to work stoppages or jurisdictional disputes beyond the control of the Employer, the Employer will not be required to pay any reporting time.

**Section 5.** When workmen are called between starting and quitting time, to report for work that day, they shall receive a full day's pay for that day and time and one-half (1 1/2) for all work done after quitting time on that day.

**Section 6.** On Saturdays, except for makeup days and shift work, workmen shall be paid at the prevailing premium rate of wages for the time worked but in no event shall they receive less than a day's wages at the straight time rate, after having worked more than four (4) hours they shall be paid a full day's wages at the prevailing premium time rate. On Sundays and holidays workmen shall be paid at the prevailing premium rate of wages for the time worked but in no event shall they receive less than one and one-half (1 1/2) day's wages at the straight time rate. After having worked four (4) hours, they shall be paid a full day's wages at the prevailing premium time rate.

**Section 7.** Cement Masons and Cement Mason Foremen who are working on a particular job for an Employer shall not be transferred even though temporarily, to another job for the same Employer, where the result shall be the displacement on overtime, Saturday, Sunday, and holiday work, of any other Cement Mason employed by the Employer on the overtime or premium time job.

**Section 8.** Overtime and/or premium time shall be prorated among the Cement Masons employed on the job as much as practicable with the final determination made by the Employer base on having the appropriate personnel for the type of work involved.

### **ARTICLE III Wage Rates, Overtime and Holidays**

**Section 1.** The Employer agrees to pay hourly wage rates for all journeymen, foremen, general foremen, and apprentices covered by this Agreement in accordance with Appendices I through IV located at the back of this Agreement.

Employer fringe benefit contributions will be submitted on all hours worked by journeymen, foremen, general foremen, and apprentices covered by this Agreement in accordance with Appendices I through IV located at the back of this Agreement.

The Union reserves the right at any time during the Contract term to allocate any portion of any cash increase then due to additional insurance, and/or additional Pension Fund contributions, and/or additional dues-deduction on behalf of the Cement Masons' Union, and/or any other benefits requested by the Union; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the offices of the Master Builders' Association at least thirty (30) days before the effective date of the scheduled increase, specifying in said notice the amount of the increase to be applied for this purpose and the fringe benefits for which the money is to be used.

In the event that the Federal Government should impose wage or price controls in the building industry, the hourly rates of pay in effect on the effective date of such controls shall continue in effect and all increases in rates of pay provided under this Agreement scheduled to become effective at a date subsequent to the effective date of the controls together with the Union's option to use all or part of the increases for added fringe benefits, shall be cancelled until such federal controls are lifted. This shall in no way affect the termination date of this Agreement.

**Section 2.** On all work, when three (3) or more Cement Masons are employed, a Foreman shall be placed in charge of the work; Foreman's rate of wages shall be not less than fifty cents (\$.50) per hour in excess of the Journeyman Cement Mason's rate. When five (5) or more Cement Masons are employed, the Foreman's rate of wage shall not be less than one dollar (\$1.00) per hour in excess of the Journeyman's rate.

On jobs of one (1) or more month's duration and employing five (5) or more Cement Masons (foreman included), the Foreman shall be paid a full day's wages for each day, Monday through Friday, holidays included, in addition to any overtime or premium time worked.

When twelve (12) or more Cement Masons are employed on any job, a Sub-Foreman shall be designated from the crew. When twenty (20) or more Cement Masons are employed on any job, a second Sub-Foreman shall be designated from the crew. Sub-Foreman shall be paid fifty cents (\$.50) per hour in excess of the journeyman Cement Mason's wage rate. No deductions shall be made for fringe benefits or dues deductions for wages paid in excess of the Journeyman Cement Mason's rates. Foremen are permitted to use the tools of the trade and are at all times governed by the Agreement and by Union rules and regulations.

**Section 3.** An Employer shall be permitted one (1) Apprentice if he regularly employs from one (1) to four (4) Journeymen Cement Masons. He shall be permitted one (1) additional Apprentice for every four (4) Journeymen Cement Masons thereafter. This shall only apply on work of one (1) year's duration. Contractors employing four (4) or more Cement Masons and who have at least one (1) year's advance work will be required to employ a Cement Mason Apprentice provided by the Union. Apprentices are selected on a non-discriminatory basis by the Cement Masons' Apprentice Committee. The Cement Masons' Committee is composed of representatives of the Union, the Master Builders' Association, the Constructors' Association of Western Pennsylvania, the Apprentice Training Division of the U.S. Department of Labor, and the Bureau of Employment Security of the Pennsylvania Department of Labor and Industry. Should any of the participants of the Committee drop out or the Committee ceases to function, the Union will operate its own Apprentice Committee.

The applicable Apprenticeship Rates are as follows:

1<sup>st</sup> Year Apprentice -  
50% of Journeyman's Rate

2<sup>nd</sup> Year Apprentice -  
75% of Journeyman's Rate

3<sup>rd</sup> Year Apprentice -  
90% of Journeyman's Rate

See Article XVI for Apprentice dues deduction amounts.

**Section 4.** All time worked prior to the normal starting time and after the normal quitting time Monday through Friday, shall be paid at time and one half (1 1/2) the normal rate of pay for the job performed. (All starting and quitting times which apply during the week shall also apply on Saturdays, Sundays, and Holidays.) All work performed on Saturday shall be paid at one and one-half (1 1/2) the normal rate of pay for the job performed (except for make-up days and shift work). All time worked on Sundays or Holidays shall be paid at double the normal rate of pay for the job performed.

Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays:

New Year's Day	Labor Day
Good Friday	Veterans Day*
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

\*NOTE: Veterans Day will be celebrated on the Friday following Thanksgiving Day.

Overtime shall be continuous with no deductions for lunch period or time off. After regular quitting time the men shall be permitted a lunch period, in sequence as work permits at the first available opportunity, without loss of time. Work left unfinished after regular quitting time shall not be resumed until the next regular starting time.

**Section 5.** Five Eights Make-Up Day: It is agreed that when time is lost (four (4) hours or more) by the crew during the regular work week, Monday through Friday, due to inclement weather or major equipment breakdown only, with notification to the Union, this time may be made up by the entire crew on Saturday at the regular rate of wages. All

Saturday work must be scheduled on an eight (8) hour basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer.

Four-Ten's Make-Up Day: Where due to inclement weather or major equipment breakdown, forty (40) hours has not been worked in the week (exclusive of overtime), time worked on Friday shall be at straight time basis. In the event make-up time is to be worked, not less than a ten (10) hour day shall be scheduled.

During the seven (7) holiday weeks, a four-ten's work schedule may be used.

During the seven (7) holiday weeks, where due to inclement weather or major equipment breakdown lost time occurs to the Cement Masons, Saturday would be used as the make-up day. (Providing Saturday is not the celebrated holiday.)

Any Employee hired on any day of the week, Monday through Friday, and who does not lose any time from the day of his/her initial hire until Saturday, shall receive time and one-half (1 1/2) the regular rate of wages for Saturday.

Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his/her initial hire until Friday, shall receive time and one-half (1 ½) the regular rate of wages for Friday.

#### **ARTICLE IV Union Shop and Hiring**

**Section 1.** The Employers and the Union, parties of this Agreement, hereby agree that they will not jointly or severally discriminate against any applicant for such work as covered by this Agreement because of membership or non-membership in the Union. However, the Employer agrees, as a condition of employment, that all Employees eligible shall make application to become members of the Union after the seventh (7th) day following the execution of this Agreement or after the seventh (7th) day following employment of the respective Employees, whichever is the latter, on all work covered by this Agreement. All employees who are or become members of the Union shall remain members during the term of this Agreement.

**Section 2.** Cement Mason Foremen and Contractors who are members of the Union are privileged to work with the tools of the trade and shall be subject to and governed by the provisions of the Union Security Clause and all the terms and conditions of this Agreement.

**Section 3.** If an applicant meets the Union's requirements for membership, the Union shall make such membership available on the same terms and conditions as are generally applicable to the other members of the Union.

**Section 4.** The hiring of new workmen and discharging of Employees upon request of the Union shall be in accordance with the Labor-Management Relations Act of 1947, as amended.

**Section 5.** The Employer further agrees that he will restrict subcontract of the cement work at the site of the construction, alteration, or repair of a building, structure, or other work to sub-contractors who are under contractual relations with Cement Masons' Union Local 526, or are covered by Agreement with the Operative Plasterers' and Cement Masons' International Association.

**Section 6.** In the event existing laws prohibiting the closed shop are repealed, or the Building and Construction Industry is exempt from the provisions thereof, closed shop provisions governing membership and hiring through the Union will automatically supersede other pertinent provisions of this Agreement and become effective immediately.

**Section 7.** If any article or section of this Agreement should be held invalid by Federal law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint.

If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

Any provision of this Agreement that is prevented from being put into effect because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by law at any time during the life of this Agreement or any extension thereof.

## **ARTICLE V Hiring**

**Section 1.** When the Employer is in need of one (1) or more Cement Masons, or Foreman, for work to be performed within the territorial and craft jurisdiction of the Union, the Employer shall first contact the Union and request the referral of such Employees and the Union will send such persons to the Employer on a non-discriminatory basis.

These requests should be made during the day of a work week between the normal business hours of 7:00 a.m. to 12:00 noon and 1:00 p.m. to 4:15 p.m. (Saturdays and Sundays excluded). After the normal business hours, requests and cancellations by the employer of first day hire referrals only, may be made by contacting the union's voice mail until 7:00 PM, Monday through Friday, and until 9:00 PM on Sunday. No request or cancellation of Employees will be honored other than at the times specified. The Employer may make requests to the Union for specific persons who have previously worked for the Employer. The Union will honor such requests if the specific person or persons requested are available for employment as evidenced by having their name on the Union Off List.

Due to the nature of our work and the perishable material that our members work with, the Business Manager or Business Agents whomever is manning the job referrals shall have the discretion to refer Cement Masons to work in the following manner by taking the following into consideration:

1. The type of work to be performed and the qualifications of the Cement Mason to be referred to work in conjunction with their own verifications on their job ability as per their filed questionnaire.
2. Geographical location of the job and the geographical location of the Cement Mason to be referred to said job.
3. The availability of transportation of the Cement Mason to be referred to a job.
4. The position of the Cement Masons' name on the Off List.

When orders are placed for a Cement Mason to replace another Cement Mason that failed to report for work, said replacement's pay shall begin at the normal start time provided the replacement arrives at the jobsite within two (2) hours of the normal start time. If the replacement arrives at the jobsite later than two (2) hours after the normal start time, the replacement shall be paid for actual time worked.

**Section 2.** Employers whose home office or base of operation is located outside the geographic jurisdiction covered by this Agreement shall seek 50 percent of its total workforce through referrals from Cement Masons Local Union 526 when working within the Union's jurisdiction under the terms of this Agreement. Should an employer request Cement Masons for a job(s) and for whatever reason Cement Masons cannot or will not report to such a job(s), the employer shall not be required to comply with this provision.

**Section 3.** Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way be affected by Union membership, By-Laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

**Section 4.** The Union shall post in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functioning of hiring arrangements, including the safeguards that we deem essential to the legality of an exclusive hiring agreement.

**Section 5.** When requested by the Employer, the Union agrees to supply the required number of Employees within forty-eight (48) hours; however, if the Employer requested the services of more than three (3) Employees for a

particular day or makes said request when Employees are in short supply, the Union may insist on seventy-two (72) hours (during work week) notification from time of request to time of hiring.

**Section 6.** The Employer and the Union in recognition that Employees over sixty-five (65) years of age are eligible for full retirement benefits agree the said over-age Journeyman will not be employed, until such time as all other Journeymen are working.

**Section 7.** When pre-employment off-site physical examinations and testing are required, the individual shall be reimbursed fifteen (\$15.00) dollars per hour for up to four (4) hours maximum for his travel and time at those testing sites.

## **ARTICLE VI Safety Rules and Regulations**

The Employer agrees to abide by all safety rules and regulations, and the Employee reserves the right to refuse to work under conditions hazardous to life and limb. Should the Employer fail to supply protective clothing and/or equipment under hazardous conditions, and the Employee's personal clothing is damaged, the Employer shall assume all liability for this damage to personal clothing.

Should the Employee refuse to work due to a supposedly unsafe condition, the representative of the CAP Safety Committee shall be immediately advised of the problem and the said representative in turn shall arrange to meet on the job with the Business Representative of the Union to determine the validity of the unsafe charge. In the meantime, the Employee will be placed elsewhere if work is available. Should the unsafe charge be substantiated, the job shall be made safe prior to the assignment of any Employees on the work and if the said Employee was not placed at work the Employee shall receive four (4) hours wages.

## **ARTICLE VII Jurisdiction of Work**

**Section 1.** The work to be performed under this Agreement shall be that which traditionally has been performed by Cement Masons, and that which has been or shall be determined as Cement Masons' work by virtue of Local and International Agreements and the Agreements and Decisions rendered affecting the Building Industry by the Joint Board, such work shall be assigned to Cement Masons.

### **Section 2.**

Prior to the start of projects involving concrete work, MBA contractor members stipulated to this contract shall notify the Executive Director of the MBA or a designated member of the MBA staff with the name of the contractor, name and approximate dollar value of the project, planned start date, job location, and jobsite superintendent. The MBA office shall immediately inform the Union of same.

**Section 3.** All work at the site of a building project or within the property line of a project, excepting dedicated public streets, shall be performed under the terms and conditions of this Agreement. Should any portion of the said work be sublet, it shall be sublet subject to all of the terms and conditions of this Agreement.

**Section 4.** Should any Employer be required to perform or sublet work coming under the jurisdiction of the Cement Masons' Union due to agreements or trade practice or by virtue of a majority of area decisions rendered in favor of the Union, and should a dispute arise between the Union and any other organization or subcontractor, the Employer shall be responsible for having the said work assigned to the Union. Work performed by the Union under so-called area practice shall be recognized as coming under the terms and conditions of this Agreement.

**Section 5.** Should the Employer engage in so-called "heavy" and/or "residential" (as contrasted with "building", "commercial", or "industrial" as the case may be) construction, the Employer agrees to be bound by and entitled to the provisions of the prevailing collective bargaining agreement entered into by this Union covering such work.

## **ARTICLE VIII Jurisdictional Disputes**

**Section 1.** Both parties hereto agree to be governed by the provisions of The Plan for Settlement of Jurisdictional Disputes as adopted by the Building Trades Department, AFL-CIO, and an Association of Employers in the Construction Industry.

**Section 2.** When the procedural rules and regulations have been followed pending decision by the Impartial Jurisdictional Board for the Construction Industry, and there has been no violation of this Agreement, there shall be no cessation of work, slowdown, lockout, or refusal to go upon the work. Both parties agree to be bound by the Board's decision.

#### **ARTICLE IX Arbitration**

**Section 1.** The Employer and the Union, parties to the Agreement, hereby agree that they will elect an Arbitration Committee to serve one (1) year or until their successors are elected and qualified. In case of death, expulsion, removal, or disqualification of a member or members of the Arbitration Committee, such vacancy shall be filled by the Employer or the Union, as the case may be, at its next regular meeting.

**Section 2.** The Arbitration Committee for each of the parties hereto shall consist of three (3) members actively identified with the trade. All disputes and misunderstandings which are not resolved and settled by the respective representatives of the Employers and the Union within twenty-four (24) hours running concurrently, Saturdays, Sundays and holidays excluded, must then be referred to the Joint Arbitration Committee for determination and decision; which Board must meet within twenty-four (24) hours notice from either party; Saturdays, Sundays, and holidays excluded, and render a decision.

**Section 3.** The Joint Arbitration Committee shall have full power to enforce this Agreement and to make and enforce all lawful rules, not in violation of this Agreement, governing both parties. No strikes, slowdowns or lockouts shall be resorted to and work shall continue pending decision of the Joint Arbitration Committee which both parties agree to accept.

All disputes and misunderstandings which are not resolved and settled by the Joint Arbitration Board within twenty-four (24) hours after due notice, Saturdays, Sundays, and holidays excluded, shall be submitted to a jointly agreed upon impartial arbitrator for settlement - the arbitrator selected shall be in no way affiliated or identified with the Building Industry.

**Section 4.** Failure to pay any and all wages when due and payable, violation of payments or rates of pay, any and all legal deductions, payments for overtime work, violation of Welfare and Pension Fund contributions, and violation of arbitration awards as set forth in this Agreement shall not be considered as subject to arbitration, and not subject to the provisions of this Article. However, Contractors shall be afforded forty-eight (48) hours after receipt of written notice in which to correct such alleged violations.

**Section 5.** The Employer and the Union may agree to any other basis of settlement not in conformance with this Article provided same is reduced to writing and approved by both parties.

**Section 6.** A grievance must be filed in writing within ten (10) working days of the event upon which it is based. Grievances which are not timely filed are void and of no effect.

#### **ARTICLE X Union Representative**

**Section 1.** The Union's Business Representative shall have access to all jobs over which the Employer exercises control of entry.

**Section 2.** The Steward shall be selected by the Union on all jobs and shall be allowed to look after the business of the Union. The Job Steward is permitted on occasion to move within the Employer's contractual limits for the purpose of checking subcontractors who have entered the project site to perform work that could possibly come under the jurisdiction of the Cement Mason. After checking said Contractor, the Steward would notify the Union. Said Steward shall not be discriminated against by the employer and shall not be discharged for any reason until the matter is taken up with the Business Representative of the Union for adjustment.

**ARTICLE XI  
Pay Period**

**Section 1.** Cement Masons shall be paid by check on Thursday or cash on Friday. Cement Masons being laid off on Friday, shall be paid either by check or cash at the discretion of the Union. In no case shall more than three (3) days be held back in any payroll period. Failure to pay wages during working hours on a specified day, or when laid off, Cement Masons shall receive time for waiting. The foregoing provisions are subject to change by mutual consent of the Business Representative of the Union and the Employer. When Employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

Waiting time shall be paid at the rate of straight time and shall be confined to regular working hours on regular working days, except that a penalty of two (2) hours will be imposed after the regular working hours of the day on which the pay was due.

**ARTICLE XII  
Contractors**

**Section 1.** Any Contractor who sublets any of his cement work must sublet same to a responsible contractor and must sublet subject to the wage and benefit requirements, hours, working conditions and Union Security called for in the Agreement. The Contractor agrees to include the above in his Agreement with subcontractors.

**Section 2.** This Agreement between the Master Builders' Association of Western Pennsylvania, Inc. (MBA) and Cement Masons Local Union #526 (Union) is reserved solely for contractor members of the MBA that are or wish to become signatory. It is further agreed that this Agreement will not be offered or extended to any contractor that is not a member of the MBA.

**Section 3.** Contractors and their designated agents will be responsible for accepting the finish on any finished slab pour, for that day, prior to the end of the day's work period.

**ARTICLE XIII  
Tools**

**Section 1.** All workmen shall furnish their own hand tools necessary to the trade, also take care of and be responsible for all tools and materials placed under their charge, and shall immediately report any missing tools or materials that may have been destroyed or stolen.

**Section 2.** All tools shall be placed in a suitable safe place designated by the Superintendent. In case of fire or theft of the tools and clothing placed within designated area for safekeeping, the Employer shall be held responsible for such loss which shall not exceed a maximum of Two Hundred Dollars (\$200.00) for each individual Employee. Such loss must take place outside of working hours. The Employer may request the listing of tools and that those tools are marked for individual identification.

On jobs where five (5) or more Cement Masons are steadily employed, the Employer shall provide them equal treatment with the other trades on the project related to shelter and storage conditions.

When the Employer issues safety equipment to an Employee, the Employee may be required to sign a receipt for same. If the equipment is lost while in the possession of the Employee, he shall be held responsible for the loss. (This shall not be construed to cover normal wear and tear or damage to these items incurred by the Employee in the performance of his duties.)

**ARTICLE XIV  
Joint Labor-Management  
Drug/Alcohol Abuse Program**

The SIGNATORY PARTIES OF THIS PROGRAM recognize that the use of illegal drugs, unauthorized drugs, and alcohol abuse are serious problems which may endanger our participants and others in the workplace. The parties also recognize that in order to eradicate the problem, efforts must include a focus on treatment and restoring participants with substance abuse problems to productive lives.

As a commitment to safeguarding the health of workers, providing a safe workplace, and supplying the customer with the highest quality of service possible, the parties have established a substance abuse testing program to prevent the use and/or presence of drugs and alcohol in the workplace.

In implementing the program, the parties agree that effective June 1, 2000, union members will be encouraged to become eligible in the program by voluntarily participating in the terms and conditions of the Substance Abuse Testing Program. To encourage participation, all contractors will designate their firms and all of their projects as Drug Free and employ only participants that possess a Drug Free card.

### **TESTING REQUIREMENTS**

The substance abuse program will be conducted within the established guidelines developed by the United States Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988 and any subsequent amendments thereto. The laboratory will be licensed or certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the College of American Pathologists (CAP) and shall participate in the proficiency testing programs required by each of those respective organizations.

The initial screening shall be by immunoassay and require Gas Chromatography/Mass Spectrometry (GC/MS) for confirmation. The panel shall include the following 10 categories of drugs and cutoff limits:

Drug Class	Initial Screening Cut-Off Limit	Confirmation Cut-Off Limit
Amphetamines	1000 ng/ml*	500 ng/ml*
Barbiturates	300 ng/ml*	300 ng/ml
Benzoyllecognine (Cocaine Metabolite)	300 ng/ml*	150 ng/ml*
Marijuana Metabolite	50 ng/ml*	15 ng/ml*
Methaqualone	300 ng/ml*	300 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml*
Phencyclidine	25 ng/ml*	25 ng/ml*
Benzodiazepines	300 ng/ml*	300 ng/ml
Methadone	300 ng/ml*	300 ng/ml
Propoxyphene	300 ng/ml*	300 ng/ml
Alcohol, Ethyl** (For Cause ONLY)	0.04% BAC	0.04% BAC

\* Cut off limits are established by the United State Department of Health and Human Services in their mandatory guidelines for Federal Workplace Drug Testing Programs.

\*\* Alcohol testing shall be for cause only and shall be performed according to established federal guidelines. The panel is subject to change as conditions or owner requirements warrant. These conditions or requirements must be submitted to the Parties prior to implementation

### **ANNUAL TESTING**

Effective June 1, 2000, all individuals who wish to become a participant shall submit to a substance abuse test at least one time every year. In order to remain an eligible participant, each participant must continue to submit to a test each and every year. Subsequent annual testing shall occur during the anniversary period of the annual test. A dated Drug Free Certification Card will be issued to a participant testing negative. A participant refusing to submit or electing not to submit to testing will not be issued a Drug Free Certification Card.

Participants will be notified between 60 days prior to their testing anniversary date and their anniversary date that they must renew their certification. Upon receipt, the participant will have 48 hours to report for testing for renewal.

### **RANDOM TESTING**

All participants will be subject to unannounced screening for illegal drugs and controlled substances based on random selection. The Parties will test a minimum of twenty-five percent (25%) of total participants every twelve (12) months. A person may be randomly picked more than once or not at all during each annual period. To assure that the selection process is random, all participating contractors will have their projects placed into a random pool. Furthermore, owners/customers wishing to subject their project(s) to random drug testing may do so by notifying the program administrator. At the time of notification an owner/customer will provide the program administrator with a listing of all participating project employees. The administrator will randomly select a minimum of 25% of the employees for random testing. Testing will be performed on-site during normal working hours. All costs associated with the owner/customer requested random testing will be the responsibility of the owner or his designated contractor. **(Refer to Random Drug Testing Selection Procedures)**

### **FOR CAUSE TESTING**

A participant (or participants) may be asked to submit to a drug and alcohol test if cause exists which indicates that his/her health and safety or inability to perform work is observed by a supervisor and/or customer representative. A participant may be tested For Cause under any of the following circumstances:

1. Involvement in, or cause of, an incident, accident, or near miss, which causes or could have caused injury to the participant or another individual.
2. Involvement in, or cause of, an incident, accident, or near miss, which causes or could have caused damage or destruction to contractor and/or owner property
3. Tardiness, excessive absenteeism, erratic behavior such as noticeable imbalance, incoherence, and disorientation.

Testing For Cause shall be performed at the time the incident is reported and shall be the responsibility of the contractor.

If the test result is positive, the participant will become inactive in the Program and removed from the jobsite immediately. To re-establish eligibility, the participant must comply with all requirements of the Program prior to retesting and obtaining a new Drug Free Certification Card.

If the test result is negative, the participant will receive his normal compensation for the time spent away from the job.

### **RANDOM DRUG TESTING SELECTION PROCEDURES**

1. Program Administration

a. The random drug testing program will be administered by Mobile Medical Corporation who will administer the selection process in concert with the standing Medical Review Officer.

2. Selection Process

a. The goal of the Program is to test a minimum of twenty-five percent (25%) of participants every twelve (12) months. Additionally, the Program goal is to perform random testing for owners who elect to have random testing performed at their sites on a minimum of twenty-five percent (25)% of contractor employees. A person may be selected more than once or not at all during the annual testing period.

A list of all known projects will be maintained by the Program Administrator for selection on a monthly basis. The listing will include the project name and address. All participants will be eligible to be selected for the testing to be conducted during each random testing period. Upon selection, the third party administrator will contact the selected firm's designated representative. The contractor will provide the third party administrator with a list of individuals, by name and last four digits of his or her social security number, currently working on site. The parties will then schedule a mutually agreeable time and schedule the random tests to be conducted on the project.

Upon completion of each random the third party administrator will determine if the program's twenty-five percent (25%) goal minimum has been met. If the goal has been met, no more program random tests will be scheduled that month. If not, additional random testing will be performed at randomly selected projects.

The Program Administrator will utilize a double blind sampling process to select the projects for the testing.

Additionally, owners may elect to subject their projects to random testing each month. An owner may exercise this option by notifying the Program Administrator and providing a listing of all employees' social security numbers to the Program Administrator. The Program Administrator will then randomly select a minimum of twenty-five percent (25%) of the employees for testing. Participants will be screened at the job-sites during normal working hours.

Random testing may only take place on individual job sites provided the selection of participants meets the random requirements.

The participant shall surrender his/her Drug Free Certification Card at the time of the random test.

Any participant who does not report/submit for random testing will be considered positive, except for those participants with legitimate verifiable excuses.

If participant's random test is negative, the Program Administrator will update the participants Drug Free Certification Card with a new testing anniversary date, and return it to the participant within ten (10) working days. During the time the participant's random test is being processed, the receipt (copy 5 of the chain of custody form) from the date of collection of the random test will be recognized as an active card. The receipt will be valid for ten (10) working days.

If the participants test result is positive, he/she will become inactive in the Program. The participant's current employer and/or the apprenticeship coordinator will be notified immediately that the participant is no longer active in the program. If he/she is employed on a Drug Free jobsite, he/she will be removed immediately. To re-establish eligibility, the participant must comply with all requirements of the Program prior to retesting and obtaining a new Drug Free Certification Card.

### **ELIGIBILITY REQUIREMENTS**

All covered individuals will be required to establish eligibility in the program within one (1) year of the effective date by submitting to a drug screen. Contractors will require a drug free certification card as a condition of employment beginning September 1, 2000.

When the results of the testing have been determined to be negative, the individual will be designated a participant in the Program and will receive a Drug Free Certification Card. The participant will maintain his/her eligibility in the Program provided he/she complies and successfully passes all future tests in accordance with the previously defined testing provisions of this Program.

Should an individual test positive for substances as listed in this Program, the individual will not be issued a Drug Free Certification Card. Should an existing participant test positive for substances as listed in this Program during future testing as defined in the previously defined testing provision, his/her Drug Free Certification Card will be rescinded and he/she will be suspended from the program immediately.

Individuals and/or participants who have tested positive (failed) during any testing for illegal drugs, controlled substances or alcohol or refused testing within the program will not be eligible to participate in the Program until:

1. A period of thirty (30) calendar days have elapsed since the drug screen results were received. And;
2. The individual/participant has completed an approved and certified rehabilitation program and evidence of it is provided to the Program Coordinator. And,
3. The individual/participant passes a subsequent drug screen in accordance with this Program.

After meeting the conditions specified above, the participant will be subject to unannounced follow-up periodic testing for a period of one (1) year commencing on the date of their negative retest.

The Substance Abuse Professional (SAP) and/or the MRO will determine periodic unannounced testing.

A journeyman participant testing positive two (2) times will be excluded from the Program for a period of one (1) year and must re-establish eligibility as outlined above.

A journeyman participant testing positive three (3) times will be excluded from the program permanently.

An apprentice testing positive one (1) time will be removed from the program permanently.

### **TESTING PROCESS**

The specimen is collected according to the established protocol. The collector will remain with the participant at all times until collection procedure is complete.

- \* Participant must remove all outer garments except one dress shirt and one pair of trousers;
  - \* Participant must roll pant legs above socks;
  - \* Participant must empty all pockets;
  - \* Participant must wash hands before entering the rest room;
  - \* Rest room is secured: no running water, no soap, bluing agent in toilet water.
  - \* Specimen temperature must be between 90 and 100 degrees;
  - \* Participant completes the chain-of-custody form;
  - \* Specimen is sealed and initialed by the participant;
  - \* Specimen is identified with the bar code label provided on the chain-of-custody form;
  - \* Specimen is packaged with chain-of-custody form;
  - \* Participant initials package.
1. If specimen temperature is not in range, the participant will remain in the testing area and provide a new specimen within three (3) hours.
  2. A copy of the chain-of-custody form is mailed to the Medical Review Officer.
  3. A copy of the chain-of-custody form is mailed to the Program Coordinator.
  4. The specimen is shipped via overnight courier service to the certified laboratory for analysis.
  5. Every participant reported as negative to the Program Coordinator will be issued a Drug Free Certification Card. Cards should be received approximately ten (10) days from the date of collection.

In case of a positive result of any test, the participant shall:

- \* Have the right to have the original sample independently analyzed at their expense, by a laboratory certified by the College of American Pathologists (CAP) or SAMHSA of their choice. The laboratory must meet the qualifications of the program as specified. If the independent analysis is negative, the participant shall be allowed to begin work immediately.
- \* Have the right to secure a copy of all data relating to the test procedures and results, providing the costs are paid in advance to the Program Administrator.

In keeping with DOT guidelines, an adulterated specimen will be considered a positive drug screen and the participant submitting the adulterated specimen will be required to re-establish eligibility prior to further testing.

### **MEDICAL REVIEW OFFICER**

All test results shall be treated in a confidential manner. Accordingly, the testing facility will disclose results only to the participant and/or Program Coordinator via the Medical Review Officer (MRO)

The MRO shall be responsible for:

- \* Reviewing and verifying a confirmed positive result;
- \* Notifying the tested participant of a positive result;
- \* Providing the participant with an opportunity to discuss why the test result might be positive;
- \* Reviewing the medical records as provided by or at the arrangement of the tested participant.
- \* Verifying the laboratory result;
- \* Notifying the Program Coordinator of all test results, positive and negative;
- \* Processing re-test requests.
- \* Participating in return-to-duty decisions as required;
- \* Referring the participant testing positive to the Substance Abuse Professional (SAP) designated by the union.

The laboratory sends confirmed positive results to the MRO for processing. The MRO will then notify the participant.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive result, the MRO will take no further action and report the test as negative.

If the MRO verifies that a confirmed positive test is scientifically sufficient and there is no legitimate medical explanation, the MRO shall immediately contact the Program Coordinator and report the test as positive.

If the MRO attempts to contact a tested participant and they do not respond in five (5) working days, the MRO shall report the test as positive.

The MRO shall refer any participant testing positive to the Unions approved Substance Abuse Professional (SAP). If treatment is recommended or required, the participant may apply for these benefits, if eligible, under his/her health care plan.

### **GENERAL**

This Program may be superseded or supplemented by a customers program, which may be in effect where program participants are working or visiting. Additionally, this policy may be superseded or supplemented by specific customer contractual stipulations, owner site specific programs, or applicable governmental regulations.

All testing results included in this Program shall be considered medical records and shall be held confidential except to the extent necessary to administrate this Program or where compelled by law. However, this information may be divulged pursuant to an enforceable subpoena for grievances, arbitration, litigation with respect to these matters, and/or other parties with a need to know.

It is understood that the Union, whose members are covered by these procedures, shall not be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any participant in this Program.

The Parties agree to establish a committee comprised of an equal number of representatives from Labor and Management whose function will be to periodically review the program and, when necessary, recommend changes.

The Parties reserve the right to change, alter, or amend the content and provisions of this Policy at any time with mutual agreement.

### **GLOSSARY OF TERMS**

**BREATH ALCOHOL CONTENT (BAC):** Breath alcohol concentration expressed as grams of alcohol per 210 liters of breath.

**CHAIN OF CUSTODY:** The procedures established by SAMHSA and DOT to track specimen handling and storage from point of collection to final disposition. Stringent chain of custody procedures ensure the integrity of each specimen collected.

CONFIRMED POSITIVE RESULT: The final result of a specimen which has been first screen tested to detect the presence of a substance above the established cut-off limit and then confirmed by a more precise quantitative method based on the Gas Chromatography/Mass Spectrometry (GC/MS) technique which specifically identifies the substance and the amount.

CUT-OFF LIMIT: The lowest level at which a substance can be detected and reported as positive.

DESIGNATED CONTRACTOR REPRESENTATIVE: The designated representative from a contractor's organization who will be notified if a participant tests positive.

DRUG CLASS: The type of drugs included in the test panel.

DRUG FREE CERTIFICATION CARD: The certificate issued to a participant meeting all program requirements.

GAS CHROMATOGRAPHY/MASS SPECTROMETRY (GC/MS): A sensitive, specific and accurate analytical procedure used to confirm a positive result of an initial test. GC/MS is absolute quantitative confirmation when you know the drug you are looking for.

INITIAL SCREENING TEST: A quick immunoassay test which proves or disproves the presence of substances in excess of the established cut-off limit. Positive results on an initial screen are considered presumptive until confirmed by GC/MS.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) trained to interpret and evaluate confirmed positive test results. The MRO is responsible for receiving the laboratory results generated by the testing program.

NEGATIVE TEST: The final result of tested specimen in which no substance has been detected or a confirmed positive test that the MRO determines to be legitimate.

NG/ML: Nanograms per milliliter are the unit of concentration used for quantitative drug test results.

PARTICIPANTS: The members of each party of the program voluntarily taking part in the program, and executing the informed consent attached as exhibit A.

PROGRAM ADMINISTRATOR: Third Party selected by the parties to perform the administration functions of the program.

PROGRAM COORDINATOR: Person designated by the parties to communicate with the Medical Review Officer and the Participants.

SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA): A federal organization which recommends substance abuse testing procedures and which certified substance abuse testing laboratories.

SUBSTANCE ABUSE PROFESSIONAL (SAP): Individual trained to recognize and evaluate substance abuse disorders in participants testing positive.

## **ARTICLE XV Supplemental Income, Welfare, Pension and Savings and Annuity Funds**

During the term of this Agreement the Employers agree to pay the per hour amounts specified in Appendices I through IV for all hours worked by journeymen, foremen, general foremen and apprentices to the Cement Masons' Local No. 526 Supplemental Income Fund, Cement Masons' No. 526 Welfare Fund, Cement Masons No. 526 Pension Fund, Cement Masons Local No. 526 Savings and Annuity Fund, and the Building Trades Pension Fund of Western Pennsylvania.

A copy of the Agreement and Declaration of Trust of the Cement Masons' Local No. 526 Supplemental Income Fund, Cement Masons' No. 526 Welfare Fund, Cement Masons No. 526 Pension Fund, Cement Masons Local No. 526

Savings and Annuity Fund, and the Building Trades Pension Fund of Western Pennsylvania are incorporated and made part hereof by reference.

The parties agree that sufficient contribution amounts will be made available to the pension fund from the total economic package agreed to in these negotiations to support the rehabilitation/funding improvement plan schedule adopted by the Trustees of the Cement Masons Local No. 526 Pension Fund and the Building Trades Pension Fund of Western Pennsylvania (the "Plans") and approved by the bargaining parties pursuant to the Pension Protection Act (PPA) during the terms of the prior agreement. In no event shall the total wage/fringe package for this Agreement be increased during the term of this Agreement as a result of the foregoing by the Plan's Trustees.

In addition to the foregoing, the Union agrees that to the extent that the contribution rate increases and benefit reductions set forth in any rehabilitation/funding improvement plan adopted by the Fund's Trustees prove inadequate to improve the Critical Status of the Plan(s), the Union will support various options to improve the Plans' critical status, including but not limited to benefit reductions, reallocation of money from wages and/or other fringe benefit funds and any other alternatives and recommendations provided by the Plans' Trustees and the Plan(s) fiduciaries and to also continue to comply with the terms and conditions of the Pension Protection Act of 2006 and any amendments thereto.

**ARTICLE XVI**  
**Dues Deductions and Working Assessment - Employee's Contributions**

**Section 1.** During the term of this agreement, all Employers agree to deduct five percent (5%) of the Journeyman's and Apprentice's gross wages plus an amount per hour worked in accordance with the following schedule and remit same to the Cement Masons' Local Union No. 526 Fund. Properly attested forms for all Cement Masons working in the territorial jurisdiction of Cement Masons' Local Union No. 526, are on file at the Cement Masons' Union, Local No.526 headquarters, located at 2606-10 California Avenue, Pittsburgh, PA 15212; phone; (412) 761-6310.

Per hour dues deduction:	Journeyman	1 <sup>st</sup> Year App.	2 <sup>nd</sup> Year App.	3 <sup>rd</sup> Year App.
06/07/2011 through 11/30/2011	\$.40	\$.20	\$.30	\$.36
12/01/2011 through 05/31/2012	\$.41	\$.20	\$.30	\$.37
06/01/2012 through 05/31/2013	\$.42	\$.21	\$.31	\$.38
06/01/2013 through 05/31/2014	\$.43	\$.21	\$.32	\$.39

**Section 2.** Beginning December 1, 2005 and continuing thereafter, the Employer will deduct from the pay of each Cement Mason covered by this Agreement, 10¢ (ten cents) per hour worked as a working assessment. Monies collected may be used to promote the aims and objectives of the Local Union in accordance with the working assessment.

Use of working assessment funds for Market Improvement jobs will be decided at the discretion of the Business Manager. He will determine the projects that need market improvement and develop the procedures for implementation.

If a question should arise on the above stated and the Contractor would be in need of the signed Authorization Forms, the Union would then be notified and the proper Authorization Forms would be sent to the Contractor. The Union shall indemnify and hold the Contractor harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of any action taken by the Contractor for the purpose of complying with the provisions of this paragraph, or on reliance of any list, notice, assignment, or authorization card furnished under such provision.

**ARTICLE XVII**  
**Industry Advancement Program and**  
**Apprenticeship Training**

**Section 1.** There has been established a trust known as "The Construction Industry Advancement Program of Western Pennsylvania Fund" referred to herein as "The Fund". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust instrument and shall remain effective for the term of this Agreement.

The activities of the Fund shall be financed by an Employer Contribution of one and one-half percent (1.5%) of the Employee's gross wages of which two-thirds (2/3) of the contributed total will be allocated to the Cement Masons' Local No. 526 Apprenticeship Program to assist in financing the Apprentice Training Program.

**Section 2.** The Construction Industry Advancement Program of Western Pennsylvania will be used by its Trustees for the following purposes: The promotion of safety and accident prevention in the industry; educational programs such as schools for superintendents of construction and other advisory personnel; the cost of expenses involved in conducting a public relations program for the benefit of contractors engaged in the building and construction industry in Western Pennsylvania; the expenses attendant to the promotion of stability of relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the Building and Construction Contractors engaged in commercial and building construction in the Western Pennsylvania area; the expenses incurred in the collection of contributions for the Fund; management's expenses for administering jointly with representatives of labor, health and welfare programs for the various trades and crafts employed in the Building and Construction Industry; management's expenses of administering jointly with representatives of labor apprenticeship training programs to insure a sufficiency of skilled workmen and crafts for all Contractors in the Western Pennsylvania area and providing contributors with information and data relating to the industry.

**Section 3.** The Fund shall not be used for the payment of dues of the Master Builders' Association or any of its members in the Associated General Contractors of America or in the Pennsylvania State Council of Contractors; lobbying in support of anti-labor legislation to subsidize Contractors during a period or periods of work stoppages or strikes; to pay the cost of litigation before a court or administrative body against the Union.

#### **ARTICLE XVIII Contributions and Deductions**

**Section 1.** The weekly pay envelope, check stub or payroll record shall clearly indicate the amount of money deducted from the gross wages of the Employee for Social Security, withholding or wage taxes, dues deduction, etc., and shall also clearly indicate the amount of Employer contributions to be submitted to the Cement Masons' Local 526 Welfare Fund, Cement Masons' Local 526 Pension Fund, Cement Masons' Local 526 Supplemental Income Fund, Cement Masons' Local 526 Savings and Annuity Fund, the Building Trades Pension Fund of Western Pennsylvania, or any other Fund created by the Union permitted under Section 1 of Article III of this Agreement, for and on behalf of the Employee.

**Section 2.** If an Employer should fail to remit proper contributions to the respective Funds when the same shall be due and payable, the Employer shall be considered delinquent and in breach of this Agreement and he shall pay, to cover added bookkeeping and other incidental expenses, a sum equal to one-half of one percent (1/2%) per month, or fraction thereof, plus interest on the amount of the delinquent contributions at the rate of one-half of one percent (1/2%) per month, or fraction thereof, until paid.

#### **Section 3. Security for Payment**

A. Any Employer hiring workers who has not employed same in the jurisdiction of the Cement Masons Local No. 526 in the past twelve (12) months, or who has been delinquent in any payment to the Funds in the past twelve (12) months, shall satisfy one (1) or more of the following conditions:

1. Employer will post a surety bond of \$40,000 with the Trustees of the Funds to guarantee payment of monies due under the terms of this Agreement.
2. Employer will deposit \$40,000 in cash with the Funds which shall be held in escrow for two (2) years or until all work within this jurisdiction is completed and no delinquency to the Funds has accrued. The Funds shall be entitled to retain as an administrative expense any income derived from the use of such escrow. If Employer incurs a delinquency during this time, the cash deposit shall be retained by the Funds as liquidated damages.
3. Employer shall fill out and submit with payment a remittance form bi-weekly for all monies due under the terms of this Agreement.

B. In the event the Employer does not fully satisfy the conditions of this Section, the Union shall withhold the services of the employees of the violating Employer after twenty-four (24) hours of notice, if the violation has not been corrected.

C. Employer acknowledges that it has an obligation to make payments to the Funds on behalf of all its employees performing work under this Agreement irrespective of whether such employees are members of the Union.

D. The Trustees of the Trust Funds, through their Administrator, shall furnish each Contractors' Association and the Union with a list of delinquent Contractors each month.

E. The Contractors agrees that he will not subcontract any portion of his job to any Contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various Trust Funds.

F. If a Subcontractor becomes delinquent within 45 days of commencing work for the Contractor, the Union shall notify by fax the Prime or General Contractor and the violating Employer of the non-payment and/or delinquency of the violating Employer. Failure on the part of the Union to promptly notify the Prime or General Contractor of a Subcontractor delinquency shall result in the Union forfeiting their rights to collect the delinquent contributions through the General Contractors bond, pursuant to Pennsylvania's Little Miller Act, known as the "Public Works Contractors' Bond Law".

G. The Employer shall also pay all court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent payments.

#### **ARTICLE XIX Consolidated Report and Check**

**Section 1.** In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Cement Masons' Local 526 Welfare Fund, the Cement Masons' Local 526 Pension Fund, the Cement Masons' Local 526 Supplemental Income Fund, and the Building Trades Pension Fund of Western Pennsylvania as required under the terms of this Agreement, it is agreed that the Employer shall consolidate all monthly payments due to any of the foregoing Funds and submit a single check made payable to: Cement Masons' Local 526 Combined Funds, Inc., 2606-10 California Avenue, Pittsburgh, PA 15212.

In lieu of sending separate report forms to each Fund and the Cement Masons' Union, the Employer shall prepare and send along with a single check a consolidated report form on or before the 30th day of the month following the month for which the report is made.

The Cement Masons' Local 526 Combined Funds, Inc., shall act as distribution agent for the Employer in distributing the Employer's contributions to the respective Funds set forth above and the check-off dues to the Cement Masons' Union and shall forward to each Fund and the Cement Masons' Union along with the monies due that Fund or the Cement Mason's Union, a copy of that portion of the consolidated report form applicable to that Fund or the Cement Masons' Union.

#### **ARTICLE XX Non-Discrimination**

The Contractor and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of age, race, religion, color, sex, national origin or ancestry, and hereby declare their acceptance and support of such laws.

This shall apply to hiring, placement of Employees, training during employment, rates of pay or other forms of compensation, selection for training, including apprenticeship, layoff, or termination of employment, and application for admission to Union membership.

#### **ARTICLE XXI Equal Treatment**

The Union agrees that if it enters into a general collective bargaining agreement with another Employer or group of Employers covering employees for any geographical region of this Agreement, for the type of work covered by this Agreement, which grants said Employer(s) any more favorable terms and/or conditions than those contained in this Agreement, the Union shall notify the MBA of this fact and the Union will automatically extend such more favorable terms and/or conditions to Employers covered by this Agreement for the same corresponding geographical region, provided that the MBA seeks the more favorable terms.

It is further agreed that if the Union shall furnish or agree to furnish employees to any Employer for any project, in the geographical jurisdiction of this Agreement for the type of work covered by this agreement upon more favorable terms and/or conditions than those contained herein, the Union agrees that such more favorable terms and/or conditions as to that particular project shall automatically be extended on that particular project to the Employers covered by this Agreement, provided that the MBA seeks the more favorable terms.

This provision is not intended to apply to NMAPC agreements, or shop or residential agreements with a contractor covering such work, provided the Union does not extend the terms of such shop or residential agreements to said contractor for the performance of work covered by this Agreement.

## **ARTICLE XXII Non-Union Competitiveness Clause**

**Section 1.** On targeted projects subject to prevailing wages (federal, state, etc.), the wages as published in the project bid documents shall prevail for the duration of the project.

**Section 2.** On targeted projects, where prevailing wages do not apply, the Master Builders' Association may request concessions. Concessions will be at least the previous year's wage rate. The Union and the MBA may also agree to modify the Apprentice to Journeyman ratio to whatever is necessary to achieve a competitive crew cost.

**Section 3.** Fringe benefits shall be paid on the gross value of contract wages in effect at the time the work is performed.

**Section 4.** All requests to implement the concessions and all responses from the Union must be coordinated through the MBA.

## **ARTICLE XXIII Prevailing Wage Match Clause**

On any project containing specified prevailing wage rates less than those contained in this Agreement, signatory employers shall be allowed to automatically match the prevailing wage rates contained in the project documents.

## **ARTICLE XXIV Prevailing Wage Freeze Clause**

On all projects governed by prevailing wage rates, the wage rates in effect the date of the bid shall remain in effect for the duration of the project.

Entered into this 7th day of June, 2011, at Pittsburgh, Pennsylvania

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals.

**Signed in behalf of:**

**THE MASTER BUILDERS' ASSOCIATION OF WESTERN PENNSYLVANIA, INC.**

**/s/ Thomas Landau**, President

**/s/ Jack Ramage**, Secretary

**/s/ M. Dean Mosites**, Negotiating Committee Chairman

**Signed in behalf of:**

**THE CEMENT MASONS' UNION LOCAL NO. 526 of the O.P. & C.M.I.A.**

**/s/ Cameron Rupert**, Business Manager



**APPENDIX I**  
**WAGE RATES & FRINGE BENEFITS**

**FOR JOURNEYMEN, FOREMEN AND GENERAL FOREMAN**

**Foreman Rates: 3-4 men = \$.50 per hour over base rate listed below.**

**General Foreman Rates: 5 or more men on job = \$1.00 per hour over base rate listed below.**

Effective Date	Expiration Date	Wage Rate	Health & Welfare	CM Pension & Bldg Tr Pension	Appr. Tr. & Ind. Adv.	Suppl. Income	Savings & Annuity	TOTAL PACKAGE
6/7/11	11/30/11	\$ \$27.14	\$ \$7.87	\$ \$3.84 CM \$0.11 Bldg	\$0.33	\$0.30	\$0.67	\$ \$40.26
12/1/11	5/31/12	\$ \$27.14	\$ \$8.07	\$ \$3.83 CM \$0.12 Bldg	\$0.33	\$0.40	\$0.67	\$ \$40.56
6/1/12	5/31/13	\$ \$27.39	\$ \$8.17	\$ \$4.57 CM \$0.13 Bldg	\$0.33	\$0.50	\$0.67	\$ \$41.76
6/01/13	5/31/14	\$ \$27.64	\$ \$8.27	\$ \$5.31 CM \$0.14 Bldg	\$0.33	\$0.60	\$0.67	\$ \$42.96

Employee Paid Deductions:

Dues: 5% of Gross Wages plus     \$.40/hour - June 7, 2011 through November 30, 2011;  
    \$.41/hour - December 1, 2011 through May 31, 2012;  
    \$.42/hour - June 1, 2012 through May 31, 2013;  
    \$.43/hour - June 1, 2013 through May 31, 2014;

Market Improvement Fund: \$.10 per hour worked.



**APPENDIX II**  
**WAGE RATES & FRINGE BENEFITS**

**FOR FIRST YEAR APPRENTICES (50% of the Journeyperson Rates)**

Effective Date	Expiration Date	Wage Rate	Health & Welfare	CM Pension & Bldg Tr Pension	Appr. Tr. & Ind. Adv.	Suppl. Income	Savings & Annuity	TOTAL PACKAGE
06/7/11	11/30/11	\$13.57	\$3.93	\$1.92 CM \$0.055 Bldg	\$0.17	\$0.15	\$0.335	\$20.13
12/1/11	05/31/12	\$13.57	\$4.035	\$1.91 CM \$0.06 Bldg	\$0.17	\$0.20	\$0.335	\$20.28
06/1/12	05/31/13	\$13.695	\$4.085	\$2.28 CM \$0.065 Bldg	\$0.17	\$0.25	\$0.335	\$20.88
06/1/13	05/31/14	\$13.82	\$4.135	\$2.65 CM \$0.07 Bldg	\$0.17	\$0.30	\$0.335	\$21.48

Employee Paid Deductions:

Dues: 5% of Gross Wages plus

\$0.20/hour – June 7, 2011 through November 30, 2011;  
 \$0.20/hour – December 1, 2011 through May 31, 2012;  
 \$0.21/hour – June 1, 2012 through May 31, 2013;  
 \$0.22/hour – June 1, 2013 through May 31, 2014.

Market Improvement Fund: \$.10 per hour worked.

**APPENDIX III**  
**WAGE RATES & FRINGE BENEFITS**

**FOR SECOND YEAR APPRENTICES (75% of the Journeyperson Rates)**

Effective Date	Expiration Date	Wage Rate	Health & Welfare	CM Pension & Bldg Tr Pension	Appr. Tr. & Ind. Adv.	Suppl. Income	Savings & Annuity	TOTAL PACKAGE
6/7/11	11/30/11	\$20.36	\$5.90	\$2.88 CM \$0.08 Bldg Tr	\$0.25	\$0.23	\$0.50	\$30.20
12/1/11	5/31/12	\$20.36	\$6.05	\$2.87 CM \$0.09 Bldg Tr	\$0.25	\$0.30	\$0.50	\$30.42
6/1/12	5/31/13	\$20.54	\$6.13	\$3.43 CM \$0.10 Bldg Tr	\$0.25	\$0.37	\$0.50	\$31.32
6/1/13	5/31/14	\$20.73	\$6.20	\$3.98 CM \$0.11 Bldg Tr	\$0.25	\$0.45	\$0.50	\$32.22

Employee Paid Deductions:

Dues: 5% of Gross Wages plus

\$0.30/hour – June 7, 2011 through November 30, 2011;  
 \$0.30/hour – December 1, 2011 through May 31, 2012;  
 \$0.31/hour – June 1, 2012 through May 31, 2013;  
 \$0.32/hour – June 1, 2013 through May 31, 2014.

Market Improvement Fund: \$.10 per hour worked.

**APPENDIX IV**  
**WAGE RATES & FRINGE BENEFITS**

**FOR THIRD YEAR APPRENTICES (90% of the Journeyman Rates)**

Effective Date	Expiration Date	Wage Rate	Health & Welfare	CM Pension & Bldg Tr Pension	Appr. Tr. & Ind. Adv.	Suppl. Income	Savings & Annuity	TOTAL PACKAGE
6/7/11	11/30/11	\$24.43	\$7.08	\$3.46 CM \$0.10 Bldg Tr	\$0.29	\$0.27	\$0.60	\$36.23
12/1/11	5/31/12	\$24.43	\$7.26	\$3.45 CM \$0.11 Bldg Tr	\$0.29	\$0.36	\$0.60	\$36.50
6/1/12	5/31/13	\$24.65	\$7.35	\$4.11 CM \$0.12 Bldg Tr	\$0.30	\$0.45	\$0.60	\$37.58
6/1/13	5/31/14	\$24.88	\$7.44	\$4.78 CM \$0.12 Bldg Tr	\$0.30	\$0.54	\$0.60	\$38.66

Employee Paid Deductions:

Dues: 5% of Gross Wages plus

\$0.36/hour – June 7, 2011 through November 30, 2011;  
\$0.37/hour – December 1, 2011 through May 31, 2012;  
\$0.38/hour – June 1, 2012 through May 31, 2013;  
\$0.39/hour – June 1, 2013 through May 31, 2014.

Market Improvement Fund: \$.10 per hour worked.