

AGREEMENT BETWEEN
THE PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.

AND

THE OPERATIVE CEMENT MASONS
INTERNATIONAL ASSOCIATION
OF U.S. AND CANADA
LOCAL UNION NO. 926 – Area 181
PARKERSBURG, WEST VIRGINIA

EFFECTIVE DATE: DECEMBER 1, 2019
TERMINATION DATE: NOVEMBER 30, 2022

INDEX

ARTICLE I – JURISDICTION	3
ARTICLE II - DURATION	4
ARTICLE III - MANAGEMENT RECOGNITION AND RIGHTS	4
ARTICLE IV – UNION SECURITY	4
ARTICLE V - JURISDITIONAL DISPUTES.....	5
ARTICLE VI - WORKING HOURS, SHIFTS & REPORTING TIME	5
ARTICLE VII - PAYROLL PERIOD	6
ARTICLE VIII - FOREMAN AND AGREEMENTS	7
ARTICLE IX - HOLIDAYS	7
ARTICLE X - APPRENTICES	8
ARTICLE XI - TOOLS	8
ARTICLE XII - UNION REPRESENTATIVES & STEWARDS.....	9
ARTICLE XIII - ARBITRATION AND GRIEVANCE.....	9
ARTICLE XIV - WAGES, CONTRIBUTIONS AND DEDUCTIONS.....	10
ARTICLE XV - NATIONAL WORK RULES AGREEMENT.....	14
ARTICLE XVI - NON-DISCRIMINATION	14
ARTICLE XVII - BONDING	15
ARTICLE XVIII - PRE-JOB CONFERENCE.....	15
ARTICLE XIX - EXPIRATION DATE.....	15
PARTICIPATION AGREEMENT	16

THIS AGREEMENT is negotiated by and between the Parkersburg-Marietta Contractors Association, Inc., as the negotiating agent for employers of and Cement Finishers within the area as defined herein, hereafter referred to as the Employer and Local Union No. 926 - Area 181 of Parkersburg, West Virginia, for the purpose of establishing the rate of wages, hours of work, conditions under which Employees shall work for the Employer, and to facilitate without resort to strikes, slowdowns, or lockouts, peaceful adjustment of all grievances of employees engaged in building and construction work within that territorial jurisdiction of Local Union No. 926 - Area 181.

It is further agreed that no liability shall arise on the part of the Union by reason of any unauthorized act by an employee unless and until such unauthorized act is brought to the attention of the Union and that party is given reasonable opportunity to correct said act or ratify same.

ARTICLE I – JURISDICTION

The following counties shall be under the jurisdiction of Local Union No. 926 - Area 181: Wood, Pleasants, Ritchie, Tyler, Gilmer, Jackson, Calhoun, Wirt and the Northern Portion of Mason County, south to, but not including Point Pleasant.

The Employer recognizes the Union in the following classification of work.

All concrete construction, including the foremanship of same, such as buildings, elevators, smokestacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs of mass or reinforced concrete slabs, and all flat services of concrete. The operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, mastic and all other types of resilient floor covering when laid free-handed; the finishing or washing of all concrete construction, using any other pigment when mixed with cement in any form or composition, the curing, sealing, hardening and water proofing with any compound or product, whether done by, brush, broom trowel, float, spray or mop or any other process including operation of machine when used in connection with the Cement Finishers Trade.

The rodding, Fine Grading, spreading and tamping of all concrete and the fine grading, spreading, and finishing of all top materials, sills, all pre-cast work, coping steps, stairs and risers and running of all bases six inches or less in height when floors or the above-mentioned materials are used. All epoxies when related to the Cement Finishers Trade.

All one board forms that are not keyed, doweled or notched to fit in relation to curb and gutters, sidewalks, whether the material is wood, metal, plastic or any other composite material in relation to the Cement Finishers Trade.

The pointing and patching and caulking of all floors and all wood or metal window frame and door frame that touch concrete, the laying and finishing of gypsum material floors and roof.

Patching, plugging holes, wire cutting, brushing, chipping, bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting all strips, screeds, stakes, expansion strips and grades. All glass set in concrete.

All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, etc., that are set on concrete foundations.

The above does not include any work done in and by the usual method of plastering or shop crafts.

Both parties agree that in the event of a jurisdictional dispute with any other craft or Union, there shall be no stoppage of work until all efforts towards proper settlement of the dispute shall be exhausted as between the Unions or crafts involved, it being the intention and desire of both parties hereto that all work shall not be stopped pending settlement or adjustment of any such jurisdictional dispute.

ARTICLE II - DURATION

SECTION 1 The term of this Agreement shall be from December 1, 2019 to midnight November 30, 2022.

SECTION 2 Should the Employer or the Union desire to change or terminate this Agreement on its expiration date, notification by the party requesting same must be submitted in writing to the other party not less than sixty (60) days prior to the expiration date of this Agreement. Otherwise this Agreement shall continue in full force and effect until its expiration, and annually thereafter in the absence of such notification.

ARTICLE III - MANAGEMENT RECOGNITION AND RIGHTS

SECTION 1 The Employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this Agreement, the Employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, suspension or discharge of employees for proper cause, layoff of employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

SECTION 2 MOST FAVORED NATIONS The union agrees that should it or its international union and/or its affiliates suffer, permit, or enter into a contract, agreement, understanding, or condition with any employer or group of employers in the jurisdiction which contract, agreement, understanding or condition is more favorable to that employer or group of employers than the terms herein set forth, such more favorable terms shall immediately be deemed to have been incorporated into this agreement and applied to employers doing that type or similar work as the employer or group of employers to whom the more favorable terms have been granted, directly or indirectly. The union agrees to furnish immediately to the employer a copy of any agreement containing any such more favorable conditions.

ARTICLE IV – UNION SECURITY

SECTION 1 All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Local Union having jurisdiction in that area. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members of the Local Union having jurisdiction over the job they are working on, as a condition of employment, on the 8th day following the beginning of their employment or the effective date of this agreement, whichever is the latter. Failure of any employee to comply with the provisions of this Article shall, upon request of the respective Local Union, result in the termination of such employee provided state and local laws allow such action.

SECTION 2 In the event existing laws prohibiting the closed shop are repealed, or the building construction industry is exempt from the provisions thereof, the standard closed shop provisions governing membership and hiring through the Union will automatically supersede the foregoing section of this Article and become immediately in effect.

SECTION 3 It is understood by the Employer that according to the Constitution of the Union, any Journeyman, after having the permission of the Local Union to contract a job, said Journeyman will not be permitted to use his tools, but may act in the capacity of Foreman or Supervisor.

SECTION 4 No employee shall be requested or required by the Employer to cross any legal, primary and authorized picket line established by a Union affiliated with the AFL-CIO and authorized by the Building and Construction Trades council.

ARTICLE V - JURISDICTIONAL DISPUTES

SECTION 1 It is agreed that when disputes arise of jurisdictional nature, the Contractor shall contact the Union Representative and refer to Cement Masons International Constitution (Cement Masons Jurisdiction) and also National Board for Jurisdictional Awards, better known as the "Green Book Decisions" approved by the Building and Construction Trades Department of AFL-CIO (Article V, Section 8) before making any job assignments.

SECTION 2 In the event of jurisdictional disputes with other crafts, it is agreed that there will be no award of other work until after a meeting with a Business Representative of Local Union #926 – Area 181.

SECTION 3 Jurisdictional Disputes – There will be no work stoppage on account of jurisdictional disputes and the dispute will be settled in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes.

ARTICLE VI - WORKING HOURS, SHIFTS & REPORTING TIME

SECTION 1 WORKING HOURS

Eight (8) hours shall constitute a day's work. The working hours shall be between 7:00 a.m. and 5:00 p.m. However, changes in work hours not to exceed a regularly scheduled eight-hour day may be made by mutual agreement between the Employer and the Union. When men are compelled to work during lunch hour, noon, they shall be paid for that period at the overtime rate of time and one-half. In addition, they are to be permitted a short lunch period at the first available opportunity in sequence as work permits without loss of time. Overtime rates for hours worked over 40 per week shall be paid at the rate of time and one-half. All time on Sundays and holidays shall be paid for at the rate of double time. When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift, he will be allowed thirty (30) minutes to obtain a meal without loss of pay.

SECTION 2 FOUR DAY - 10 HOUR PER DAY WORKWEEK

a) With a four-day notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m. exclusive of a thirty (30) minute lunch period scheduled by the Employer near the midpoint of the workday. Forty hours per week shall constitute a week's work Monday through Thursday, inclusive. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half.

b) All time on Sundays and holidays shall be paid for at the rate of double time.

c) An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).

d) Holidays occurring on any day of four (4)-ten (10) week shall be considered as a day worked.

e) Reporting pay 1-2-4 & 8 hours for five (5) eight (8) hour days work week and 1-2-5 & 10 for a four (4) ten (10) hour days work week.

SECTION 3 SHIFT WORK

FIRST SHIFT - 8 hours work at regular rate of pay.

SECOND SHIFT - 8 hours work at regular rate of pay plus 15% differential.

THIRD SHIFT - 8 hours work at regular rate of pay plus 15% differential.

CLARIFICATION AS FOLLOWS: Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the three (3) day minimum shift work period. (Example: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday). The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three (3) shifts are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at regular rate plus fifteen percent (15%). The Night Shift shall start at 12 p.m. till 8 a.m. with pay for eight hours at the regular rate plus fifteen percent (15%). Any time worked in excess of the above mentioned shifts shall be paid regular rate plus 15%, two times this amount.

When, due to the occupancy or use of the premises by the Owner or Occupant, eight (8) hours of work cannot be scheduled within the regular work day (7:00 a.m. to 5:00 p.m.) other hours may be established by the Employer to constitute a regular day's work at the regular hourly rate, plus 15% differential.

SECTION 4 REPORTING PAY

Craftsmen reporting for work, unless the employer notifies the employee by the end of the previous day not to report, shall receive one hours pay if work is not started by the normal starting time. If an employee stays on the job after normal starting time, he shall receive two (2) hours pay. The employer may request the employee to remain on the job for two (2) hours. If employee starts to work, he shall receive four (4) hours pay. If employee works more than four (4) hours, he shall receive eight (8) hours pay.

SECTION 5

Cement Masons 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 results shall be the displacing on overtime of any other Cement Mason employed by the Employer on the overtime job.

SECTION 6

When an Employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

ARTICLE VII - PAYROLL PERIOD

Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with payday being no later than quitting time Friday. When employees quit on their own accord, they shall wait until the regular pay day for the wages due them. When an employee is laid off he shall receive the wages due to him at that time, and in addition shall be given suitable time to collect personal tools and leave job site, as determined necessary by the job conditions and with mutual agreement between employer and employee.

ARTICLE VIII - FOREMAN AND AGREEMENTS

SECTION 1 On all jobs where there are two (2) men working, there shall be a Foreman. No Foreman shall be in charge of more than ten (10) men. For each and every ten (10) men or fraction thereof, there shall be an additional Foreman. Where there is more than one (1) Foreman, there shall be a General Finisher Foreman. Foreman shall receive fifty cents (\$.50) over and above the highest paid Journeyman.

General Foreman shall receive one dollar (\$1.00) over and above the highest paid Journeyman. General Foreman shall not be in charge of more than five (5) Foremen. General Foreman shall be in charge of the Foremen only. Where there are five (5) men on the job, the Foreman shall not use his tools or run power tools.

SECTION 2 No work is to be left under machine. Each operation must be followed by hand unless otherwise specified.

SECTION 3 Employees covered by this Agreement shall be allowed a reasonable amount of time prior to the end of the working day to gather and clean their tools and the tools of the Employer. Reasonable time shall be determined by the Job Steward and the Employer Representative.

SECTION 4 Any Employee transferred from one job to another during working hours for the same Employer shall be transferred on Employer's time.

SECTION 5 No craftsman covered by the provisions of this Agreement shall be required by his Employer to work on buildings or jobs where workmen of another craft have been assigned to perform work that has definitely been established as being the work of craftsmen covered by this Agreement.

SECTION 6 Employees covered by this Agreement shall work for only recognized and qualified Contractors or Employers who supply all material and labor, and who shall carry reliable compensation and liability insurance on their Employees, and further shall conform to all municipal and state regulations pertaining to health and safety regulations.

SECTION 7 Employees shall not be required to accept work from any individual or Contractor who has not abided by the provisions of this Agreement.

SECTION 8 The Union agrees not to enter into any Agreement with any individual Employer or Group of Employers competing in the same type of work which provides for the Employees it represents less favorable wages, hours, and conditions than are herein specified without extending the same less favorable wages, hours, and conditions to the Employers who are parties to this Agreement.

SECTION 9 The Employer agrees to recognize the Jurisdictional Claims of the Union that have been established by Agreement with other crafts, awards contained in the Green Book, or as a result of decisions of the National Joint Board for the settlement of Jurisdictional Dispute.

ARTICLE IX - HOLIDAYS

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11th), Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day unless absolutely necessary for the protection of life or property, and then at double time.

ARTICLE X - APPRENTICES

SECTION 1 There is hereby established an Apprenticeship Committee which shall consist of two (2) members of the employer and two (2) members of the Union.

SECTION 2 The Apprenticeship Committee shall establish rules, rates of pay and the other conditions of employment for apprentices.

SECTION 3 The Apprenticeship Committee shall establish and have approved by the United States Department of Labor the apprenticeship program.

SECTION 4 Effective December 1, 2012, each Employer shall contribute the appropriate amount specified by the current Cement Masons Local 926 – Area 181 wage and fringe breakdown between this Association and Local 926, for each hour worked into the Local Union #926 – Area 181 Joint Apprenticeship Fund. Such contributions shall be paid monthly up to and including the last payroll date in each and every calendar month and paid to the fund on or before the 1st day of the following month. The contributions shall be used in the training of Apprentice Cement Masons and the upgrading of Journeymen. Said Apprenticeship Fund shall be governed by an equal number of trustees from Local Union #926 – Area 181 and the Parkersburg-Marietta Contractors Association.

SECTION 5 Any one Employer shall be required to employ apprentices of not more than one (1) apprentice to every three (3) Journeyman covered by this Agreement.

SECTION 6 Apprentice Wage Rates

First 500 hours	-	60%
1000 hours	-	65%
1500 hours	-	70%
2000 hours	-	75%
2500 hours	-	80%
3000 hours	-	85%
3500 hours	-	90%
4000 hours	-	100%

Contractors who employ at least three (3) Journeymen, one will be an Apprentice, not to exceed 33- 1/3% of the total Journeymen hired.

Additional Apprentices may be hired on a ratio of four (4) to one (1). Apprentices shall not be counted in the ration of Journeymen to Foremen.

ARTICLE XI - TOOLS

SECTION 1 All workmen shall furnish his own hand tools necessary to the trades, take care of and be responsible for all tools and materials placed under his charge, and shall immediately report any missing tools or material that may have been destroyed or stolen. Employers shall furnish all power tools, 4 1/2" x 3" x 2" rubbing stones with handles, water brushes, bullfloats and rubber floats.

SECTION 2 All tools shall be placed in a suitable safe place designated by the Superintendent. On jobs where five (5) or more men are steadily employed, the Employer shall provide the room necessary, and be responsible for any loss by fire, flood or theft of tools or clothing when locked in this designated place. A sworn statement by the Employee involved must be considered satisfactory proof of loss.

ARTICLE XII - UNION REPRESENTATIVES & STEWARDS

SECTION 1 The Union Business Representative shall have access to all jobs which the Employer exercises control of entry.

SECTION 2 A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other time which consists of those duties assigned to him by the Business Manager or Business Agent. Stewards duties shall be confined to the Contractors' job with whom the steward is employed; except to contact the Business Agent on any other discrepancies he may find on the project. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward will be the last journeyman laid off provided he is capable of performing the work.

SECTION 3 Employees will be afforded two (2) ten minute breaks at their work stations. It is understood that breaks will not create a general work stoppage. If work station environment is not suitable, special arrangements shall be made by mutual agreement.

ARTICLE XIII - ARBITRATION AND GRIEVANCE

SECTION 1 Should difference arise between the Employer and an employee covered by this agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner.

(a) Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight (48) hours then the matter will be referred to the Union and to the Executive Officers of the Association or Company, these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representatives and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union. The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party.

(d) If the dispute cannot be settled by this Joint Committee and it involves a question as to the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to

modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.

SECTION 2 Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance has been exhausted.

ARTICLE XIV - WAGES, CONTRIBUTIONS AND DEDUCTIONS

SECTION 1 Effective with the first day of the first full payroll week in the month and year of the effective date hereof, the rate of wages shall be as follows:

	<u>12-1-19</u>	<u>12-1-20</u>	<u>12-1-21</u>
Journeyman	\$27.16	+\$ 1.00	+\$ 1.03
Foreman	+ .50		
General Foreman	+1.00		
Health & Welfare	8.38		
Medical Reimbursement	.75		
Pension	6.90		
Annuity	1.00		
Apprenticeship Fund	.46		
Education & Development Fund (TOPS)	.10		
Total Package	\$44.75	\$45.75	\$46.78
DEDUCTIONS			
Savings Plan	- 2.50		
Dues	- 6% of total package		
International Training Fund	- .06		
Building Trades Dues	- .10		
Const. Advancement Program	- .10		
ACT / State Building Trades	- .15		
926 Assessment	- .50		

Total package increases shown above. Refer to current wage sheet for specific fringe benefit contribution breakdowns.

SECTION 2 REPORTING FORMS for submitting all fringes, work dues and assessments are available by contacting Cement Masons Combined Funds, 33 Fitch Blvd., Austintown, OH 44515. Phone: 800-435-2388.

SECTION 3 APPRENTICESHIP: The Employer will contribute the appropriate amount specified by the current Cement Masons Local 926 – Area 181 wage and fringe breakdown between this Association and Local 926, for each hour worked. This amount is to be submitted and paid into the Plasterers and Cement Masons Local 926 Joint Apprenticeship Training Fund. The reporting forms are available upon request by contacting the address and phone number listed in Section 2 above.

SECTION 4 HEALTH AND WELFARE: The employer will contribute the appropriate amount specified by the current Cement Masons Local 926 – Area 181 wage and fringe breakdown between this Association and Local 926 for each hour worked and is to be submitted and paid into the West Virginia Building Trades Local 926 Health & Welfare Fund. During the life of this agreement, any increases to the Health & Welfare contribution will be maintained from the base wage. The reporting forms are available upon request by contacting the address and phone number listed in Section 2 above.

SECTION 5 PENSION AND ANNUITY: The employer will contribute the appropriate amount specified by the current Cement Masons Local 926 – Area 181 wage and fringe breakdown between this Association and Local 926 for each hour worked and is to be submitted and paid into a jointly sponsored Pension Fund and to be bound by the provisions of related Declaration of Trust. During the life of this agreement, any increases to the said pension contribution will be maintained from the base wage. Pension and Annuity contributions shall be paid and mailed to Cement Masons Combined Funds, 33 Fitch Blvd., Austintown, OH 44515. Phone: 800-435-2388.

SECTION 6 SAVINGS FUND: Effective Dec. 1, 2012, the Employer agrees to deduct from all Employees covered by this Agreement the amount set forth by Article XIV, Section 1, per hour worked into a Union sponsored Savings Fund. Savings Fund contributions shall be paid and mailed to Cement Masons Combined Funds, 33 Fitch Blvd., Austintown, OH 44515. Phone: 800-435-2388.

SECTION 7 TOPS - PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL & DEVELOPMENT FUND

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Educational and Development Fund (TOPS); a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development, and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which a payment is made. This contribution should be sent to **Peoples Bank, 3411 Emerson Avenue, Parkersburg, WV 26101** (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

SECTION 8 CONSTRUCTION ADVANCEMENT PROGRAM (five sections):

a. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." 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 the activities of the Fund shall be financed as set forth in Section 2 of this Article.

b. Commencing June 1, 2004 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual Employee the sum of twelve cents (\$.12) per hour for each hour worked and the Union shall deduct from each member the sum of ten cents (\$.10) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated.

c. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing the defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows:

- 1) Employer expenses incurred in the promotion of stability of relations between labor and management.
- 2) Employer expenses incurred in maintaining facilities for adjustment of grievances.
- 3) Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- 4) Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- 5) Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

d. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

e. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

SECTION 9 BUILDING TRADES DEDUCTION - The Employer shall deduct ten cents (10¢) per hour for each hour worked by Cement Masons working in this jurisdiction and remit same to the Parkersburg-Marietta Building Trades, 3100 Dudley Ave., Parkersburg, West Virginia.

SECTION 10 WORKING DUES CHECK-OFF: The Employer shall, upon receiving a signed authorization from this Employee, deduct six percent (6%) of gross wages, for Union Dues and remit same to Cement Masons Combined Funds, 33 Fitch Blvd., Austintown, OH 44515. Phone: 800-435-2388.

In order to reduce the cost of the employer in submitting reports and remittance to the Pension Fund and Dues Fund, the Employers may prepare and send with their checks a consolidated report form that will be applicable to each fund. Consolidated forms are available either through the fund office or the Parkersburg-Marietta Contractors Association.

Cement Masons #926 - Area 181 will be required to have authorization cards signed by all Cement Masons working in the jurisdiction of Local #926 - Area 181 and will keep same on file in local union office and will furnish signed copies to the Employer on request. Local #926 - Area 181 will hold harmless the Parkersburg-Marietta Contractors Association and individual employers for any liability arising out of failure to obtain valid authorization card.

SECTION 11 ACT: The Employer shall, upon receiving a signed authorization from his Cement Mason employee, deduct fifteen cents (\$.15) per hour for each hour employees covered hereunder receive pay for the Affiliated Construction Trades (ACT).

SECTION 12 926 ASSESSMENT: Effective August 2015, the Employer shall deduct from the employee's wages the amount of fifty cents (\$.50) per hour worked for the LU# 926 Assessment.

SECTION 13 INTERNATIONAL TRAINING FUND DEDUCTION: Effective June 1, 2014, the Employer shall deduct from the employee's wages the amount of six cents (\$.06) per hour worked for the International Training Fund.

SECTION 14 On Saturdays, Sundays and Holidays, workmen shall be paid at the prevailing wage rate, but shall receive not less than eight (8) hours at the straight time rate.

SECTION 15 There shall be a Finisher on all pours where there is an established grade, and his time shall begin at the time of the pour, if not before. Any scaffold work forty (40) to fifty (50) feet, twenty-five cents (\$.25) over the Journeyman scale. Smoke stacks, water towers, silos, and etc., fifty

(50) feet to one hundred (100) feet and over shall be paid at the rate of time and one-half above Journeyman scale.

No employee will be left on an overtime job by himself. This latter sentence is for the safety and protection of the men, and is to be implied to mean that a superintendent or Employer representative, not necessarily a member of this craft, for safety reasons, will stay with the employee who is working overtime.

Gunnite work, fifty cents (\$.50) per hour over the journeyman scale. Finishers working on colored floors or Epoxy work shall receive twenty-five cents (\$.25) per hour above the journeyman scale.

Finishers working with (Pitch or Mastic) waterproofing shall receive twenty-five cents (\$.25) per hour above the journeyman scale.

Finishers using the Troweling Machine, Grinder, Concrete Say, or Brush Hammer/Chipping Hammer shall receive twenty-five cents (\$.25) above journeyman scale.

Screed straight edges shall not be longer than ten (10) feet or any that are longer than ten (10) feet will be manned by two (2) men.

Finishers required to work with material detrimental to health or clothing shall receive twenty-five cents (\$.25) above journeyman scale.

The Employer shall furnish suitable drinking water between April 1st and November 30th and at other times when deemed necessary by mutual agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change clothes and store their tools on each job of sufficient size and length to justify the same.

In the interest of providing an opportunity of employment for all qualified journeymen Cement Masons, while at the same time securing a fair distribution of employment for those journeymen who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, sixty-five percent (65%) of the Cement Masons employed by the Contractor, plus the odd man, if any, shall have been residents of the area covered by the Agreement for the six months preceding employment. The remaining thirty-five percent (35%) of the work force may be residents of the area or non-residents at the discretion of the Contractor. Provided, however, that if there are not enough qualified journeyman available in the area covered by this Agreement to meet the demands of the Contractors this rule will not apply, and the Contractor shall be free to hire men from any available source

Any employee having to report back to work with less than a four (4) hour break shall receive double time. The Employer shall supply any and all safety devices in connection with employees' work. The Employer shall be held exclusively responsible for assignment of work.

There shall be an adequate number of Cement Masons needed to handle all Cement Masons' work at the beginning of the work. This work shall be adequately manned until the work is completed.

The Employer shall provide employees with protective clothing whenever employees are required to work with epoxy, acids, and other dangerous chemicals or materials.

The Employer shall be required to furnish hard hats, proper eye and hearing protection, and proper respirators as set according to OSHA requirements with Federal or State laws, or any other guidelines established from time to time pertaining to safety equipment when related to the Cement Masons' classification of work.

There shall be no restrictions of the use of machinery, tools or labor saving devices for the finishing as long as handled by the Cement Finishers in the performance of his work that comes within the Cement Finisher's jurisdiction.

ARTICLE XV - NATIONAL WORK RULES AGREEMENT

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foremen and General Foremen shall take orders from individuals designated by the Employer.

2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

4. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restrictions, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

5. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

6. Slowdowns, standby crews, and featherbedding practices will not be tolerated.

7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

8. There shall be no illegal strikes, work stoppages and lockouts.

9. When a Local Union does not furnish qualified workmen within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded), the Contractor shall be free to obtain workmen from any source.

10. It is agreed that overtime is undesirable and not in the best interests of industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

11. If the Contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The Employer shall determine the crafts and number of men to be assigned to each of the shifts so established.

ARTICLE XVI - NON-DISCRIMINATION

It is mutually agreed that the Contractors and the Union shall abide by all of the laws of the United States and the respective States and lawful orders thereof in non-discrimination against, nor limit employment opportunities of any employee, applicant for employment, or applicant for Union membership or apprenticeship training because of race, color, religion, sex, age, national origin or ancestry.

ARTICLE XVII - BONDING

SECTION 1 Fringe Benefit Bond Provision:

The Union may require those Employers who have not maintained an established office in the jurisdiction of the Parkersburg area for five (5) or more years or who are not previously a party to an agreement with the Union or who are delinquent or who become delinquent in payments to fringe benefit funds provided by this Agreement to procure and pay the premium for delivery to the Union a Bond written by a responsible surety company in the sum of twenty-five thousand dollars (\$25,000.00), plus any existing delinquencies due said fringe benefits due Employees under this Agreement and all payments and penalties due as provided in the Agreement.

All fringe benefits are due on the tenth (10th) day of the following month for which the report covers and are considered delinquent on the fifteenth day of the following month for which report covers. A penalty of ten percent (10%) on each fringe benefit total will be added, if not postmarked by the fifteenth (15th) and the Union shall have the right to withhold employees.

SECTION 2 Liquidated Damages:

The Employer hereby agrees to be bound by and to the above stated Agreements and Declarations of trusts, as though he had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of these funds pursuant to said Agreements and Declarations of Trust.

ARTICLE XVIII - PRE-JOB CONFERENCE

It is mutually agreed that the Contractor working in this jurisdiction will have a pre-job conference with the Parkersburg-Marietta Building Trades on all projects totaling \$500,000.00 or more.

ARTICLE XIX - EXPIRATION DATE

SECTION 1 This contract shall be binding on all parties from December 1, 2019 through Nov. 30, 2022.

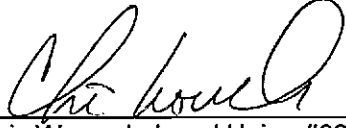
IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of November, 2019.

THE PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.

OPERATING CEMENT MASONS
INTERNATIONAL ASSOC. OF U.S. & CANADA,
LOCAL UNION #926 - Area 181
PARKERSBURG, WEST VIRGINIA



Clinton Suggs, Exec. Director
2905 Emerson Ave, Parkersburg, WV 26104
Phone: (304) 485-6485



Chris Womack, Local Union #926
3130 Seventh Ave., Charleston, WV 25312
Phone: (304) 744-8389

PARTICIPATION AGREEMENT

LOCAL UNION #926 - Area 181

The undersigned, desiring to become additional parties to the collective bargaining Agreement between the Cement Masons Local 926 - Area 181, which is dated December 1, 2019, hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

Effective December 1, 2019

(Name of Employer)

(Address)

BY: _____
(Authorized Representative)

CEMENT MASONS LOCAL UNION #926 - Area 181

BY: _____

DATE: _____