

**AGREEMENT**

**ENTERED INTO BETWEEN**

**THE WESTERN KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION**

**AND**

**CEMENT MASON LOCAL UNION #135**

**FOR BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

**EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2012**

## CEMENT MASONS

### INDEX

SCOPE OF AGREEMENT .....	3
PURPOSE OF AGREEMENT .....	3
ARTICLE 1 - EFFECTIVE DATE .....	3
ARTICLE 2 - TERRITORY JURISDICTION .....	3
ARTICLE 3 - UNION RECOGNITION .....	4
ARTICLE 4 - MEMBERSHIP MAINTENANCE .....	4
ARTICLE 5 - EMPLOYMENT PROCUREMENT .....	5
ARTICLE 6 - WAGE RATES .....	5
ARTICLE 7 - PAYMENT OF WAGES .....	6
ARTICLE 8 - HEALTH AND WELFARE PAYMENTS .....	6
ARTICLE 9 - PENSION FUND PAYMENTS .....	6
ARTICLE 10 - CEMENT MASONS TRAINING FUND .....	7
ARTICLE 11 -WORK DAY AND OVERTIME .....	7
ARTICLE 12 - REPORTING TIME/PARTIAL DAY'S PAY .....	8
ARTICLE 13 -HOLIDAYS .....	8
ARTICLE 14 - FOREMEN .....	8
ARTICLE 15 - STEWARDS .....	9
ARTICLE 16 - SAFETY .....	9
ARTICLE 17- SUBCONTRACTOR CLAUSE .....	9
ARTICLE 18 - GRIEVANCE PROCEDURE .....	10
ARTICLE 19 - JURISDICTIONAL DISPUTES .....	10
ARTICLE 20 - MODIFICATION OF AGREEMENT .....	10
ARTICLE 21 - SAVINGS CLAUSE .....	10
ARTICLE 22 - NON-DISCRIMINATION .....	11
ARTICLE 23 - GENERAL CONDITIONS .....	11
ARTICLE 24 - APPRENTICES AND TRAINEES .....	12
ARTICLE 25 - PACAF .....	12
ARTICLE 26 - WORK DEFINED .....	13

## **AGREEMENT**

THIS AGREEMENT entered into between the WEST KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION, INC., as bargaining representative for those of its members who are signatory hereto, and others signatory hereto, which signatory members and others signatory hereto, are hereinafter referred to as the EMPLOYER, and the CEMENT MASONS LOCAL NO. 135, Paducah, Kentucky, and vicinity, hereinafter referred to as the UNION.

### **PURPOSE OF AGREEMENT**

This Agreement is entered into to prevent strikes and lockouts, to facilitate peaceful adjustment of grievances and disputes between employer and the employees in this trade; to prevent waste and unnecessary and avoidable delays and expense; for the further purpose of, at all times, securing for the employer sufficient skilled workmen; and so far as possible to provide for Cement Masons continuous employment. Such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon; that stable conditions may prevail in construction; that construction costs may be as low as possible consistent with fair wages and conditions, and further establish necessary procedures by which these ends may be accomplished.

- (1) Establish and maintain harmonious relations;
- (2) Eliminate work stoppages or delays in the prosecution of all work undertaken by the Employer;
- (3) Provide a rational economic environment in the construction industry for the benefit of the parties of this Agreement, the customer of construction services, and the community as a whole;
- (4) To prevent waste and unnecessary and avoidable delays and expense, and to promote efficiency so that building costs may be as low as possible and consistent with fair wages and conditions.

### **ARTICLE 1**

#### **EFFECTIVE DATE**

This Agreement becomes effective JULY 1, 2010 and shall be in effect until and including JUNE 30, 2012.

### **ARTICLE 2**

#### **TERRITORY JURISDICTION**

The territory covered by this agreement shall be the site or sites of work located in the following counties in Western Kentucky, namely;

FULTON, HICKMAN, CARLISLE, BALLARD, GRAVES, MCCRACKEN, CALLOWAY, MARSHALL, LIVINGSTON, LYON, CRITTENDEN, CALDWELL, TODD, TRIGG AND CHRISTIAN COUNTIES IN KENTUCKY, AND STEWARD AND MONTGOMERY COUNTIES IN TENNESSEE.

## ARTICLE 3

### UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all journeymen and apprentices in the employ of the Employer with respect to wages, hours, and other terms and conditions of employment on any work described in the Articles of the Agreement.

Section 2. This agreement is between and/or on behalf of the parties in the capacities and status designated herein. This agreement shall supersede all previous agreements and shall be the sole existing collective bargaining agreement covering the bargaining units set forth below.

(A) The parties to this agreement are: West Kentucky Construction Employers Association (hereinafter known as WKCEA) and are to be held in a representative capacity and as an agent only, acting in behalf of certain of its members as set forth in the attached schedule who have agreed to be bound by the terms of conditions of this agreement and any additional employers signatory hereto.

Therefore, the WKCEA is entitled to recognition in the capacity of agent and collective bargaining representative for the employers who are or may become parties to subject agreement and also is entitled to recognition as an agent for all purposes of this agreement, including, but not limited to representing the employer or employers in matters of collective bargaining, jurisdictional disputes, pursuance of grievances or contract violations before the National Labor Relations Board, grievance machinery established herein, or any other method available to enforce the terms and conditions of this Agreement.

(B) The employers who have agreed to be bound to this agreement either through the WKCEA or as individuals, shall be parties to this agreement as principals, however, their status shall be several and not joint.

(C) The labor organization known as Cement Masons Local No. 135 and the individual crafts, members and apprentices that they represent herein and on whose behalf they formally recognize as listed on the attached are parties hereto. The status of subject unions shall be agents for the employees they represent, but they shall also have status as principals signatory to subject agreement.

Section 3. The employer agrees that the Business Representative shall visit the site to take care of union business at any time. The Union agrees that the Business Representative or Agent, shall not be the cause of stopping the men from working or slowing down on the job for the sake of conversation.

## ARTICLE 4

### MEMBERSHIP MAINTENANCE

Section 1. All employees covered by this Agreement who are members of the Union as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in good standing with the Union during the term of this Agreement, and all employees will become members in good standing with the Union, and shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement from and after the eight (8th) day following their employment or the effective date of this Agreement, whichever is later.

**Section 2. Discharge.** Any employee who fails to become a member of the UNION or fails to maintain his membership therein in accordance with the provisions of Section 1 of this Article shall forfeit his right of employment. The Union, within two (2) working days of notification in writing to the EMPLOYER shall reserve the right to remove such employee from the job. For this purpose, the requirements of membership and maintaining membership in good standing shall be consistent with Federal and State Law.

**ARTICLE 5**

**EMPLOYEE PROCUREMENT**

Local No. 135 shall furnish Cement Masons only to Contractors who agree to abide by, or sign this Agreement. The Contractor agrees to give the Local an adequate time notice, not to exceed twenty-four (24) hours, when they are ordering Cement Masons for their employ. If the Contractor is told he cannot be furnished with Cement Masons, they may use any craftsman until a Cement Mason can be furnished to them.

**ARTICLE 6**

**WAGE RATES**

Wages shall be paid according to the following schedule of rates of pay:

Date	<u>07/01/2010</u>	<u>07/01/2011</u>	<u>07/01/2012</u>
Wages	\$22.10	\$22.50	\$22.90
H & W	\$ 7.80	\$ 8.05	\$ 8.30
Pension	\$ 4.50	\$ 4.75	\$ 5.00
CMTF	\$ .25	\$ .25	\$ .25
PACAF	\$ .05	\$ .05	\$ .05
Total W/B	\$34.70	\$35.60	\$36.50
Dues Check (5% of Total Package)	\$ 1.50	\$ 1.50	\$ 1.50
Foreman	\$ 1.00	\$ 1.00	\$ 1.00
Gen. Foreman	\$ 1.50	\$ 1.50	\$ 1.50

In the event there is a reduction in the CMTF contribution, as determined by the trustees of that fund, said reduction shall be shared equally between the employer and the employee. In no case shall the CMTF contribution fall below five cents (\$.05) per hour.

Should the Union desire to allocate the wage increases to Health & Welfare or Pension, it shall have the right to do so upon sixty (60) days written notice to the employer requiring the allocation take effect upon a specified manner.

Cement Masons working on swinging scaffolds up to a height of fifty (50) feet will receive fifty cents (\$.50) per hour more than the Journeyman rate. Each additional fifty (50) feet or portion thereof, an additional fifty cents (\$.50) per hour will be paid. Cement Masons applying epoxy coatings will receive fifty cents (\$.50) per hour more than the Journeyman rate.

In all cases, the Cement Mason Foreman will receive a minimum of one dollar (\$1.00) per hour more than the highest paid Cement Mason Journeyman on the job; General Foreman will receive one dollar and fifty cents (\$1.50) per hour more than the highest paid Cement Mason Journeyman on the job.

## **ARTICLE 7**

### **PAYMENT OF WAGES**

Section 1. The Employer agrees that the Cement Masons will receive their pay weekly before 4:30 p.m. on the recognized pay day on the job. All Cement Masons shall be paid by check stating the total number of hours worked and the deductions withheld. When an employee is laid off, his check shall be mailed to him within a twenty-four (24) hour postmark, excepting weekends and holidays of the time laid off.

Section 2. With proper authorization from the employee, the Employer agrees to withhold 5% of the total wage package per hour from the Cement Mason's wages for Union dues, and forward this amount to the Union at the same time the Union's copy of the Health and Welfare and Pension report, and twenty-five cents (\$.25) per hour for Cement Mason's Training Fund is submitted.

## **ARTICLE 8**

### **HEALTH AND WELFARE PAYMENTS**

Said Employer agrees to contribute, in addition to the hourly wage rate, to a Health and Welfare Fund known as the Indiana State Council of Plasterers' and Cement Masons' Health and Welfare Fund.

Contributions to the above Health and Welfare Fund shall be seven dollars and eighty cents (\$7.80) per hour effective July 1, 2010; eight dollars and five cents (\$8.05) per hour effective July 1, 2011, and eight dollars and thirty cents (\$8.30) per hour effective July 1, 2012. Remittances must be mailed to the Fund office on or before the tenth (10th) day following the close of the month covered by the monthly report. After thirty (30) days from the due date, a late charge of ten percent (10%) for each thirty (30) days or portion thereof, must be paid on the unpaid contribution.

The Employer agrees to withhold one dollar and no cents (\$1.00) per hour for the vacation fund. The fund is to be sent to the Indiana State Council of Plasterers' and Cement Masons' Vacation Fund.

Said Fund shall be administered as provided for in Section 302 of the Taft-Hartley Act, as amended.

In the event the Health and Welfare Fund, Apprentice and Journeyman Fund are discontinued, any hourly contributions heretofore directed to such Funds shall immediately be added directly to the employees' hourly wage rate.

## **ARTICLE 9**

### **PENSION FUND PAYMENTS**

Said Employer agrees to contribute, in addition to the hourly wage rate, to a Pension Fund known as the Indiana State Council of Plasterers' and Cement Masons' Pension Fund.

Contributions to the Pension Fund shall be four dollars and fifty cents (\$4.50) per hour effective July 1, 2010; four dollars and seventy-five cents (\$4.75) per hour effective July 1, 2011; and five dollars and no cents (\$5.00) per hour effective July 1, 2012. Remittances must be mailed to the

Fund office on or before the tenth (10th) day following the close of the month, by the following month. After thirty (30) days from the due date, a late charge of ten percent (10%) for each thirty (30) days, or portion thereof, must be paid on the unpaid contribution.

Said Fund shall be administered as provided for in Section 302 of the Taft-Hartley Act, as amended.

In the event the Pension Fund is discontinued, any hourly contributions heretofore directed to such Fund shall immediately be added directly to the employees' hourly wage rate.

## **ARTICLE 10**

### **CEMENT MASONS TRAINING FUND**

Said Employer agrees to contribute, in addition to the hourly wage rate, to the Cement Masons Training Fund.

Contributions to the Cement Masons Training Fund shall be twenty-five cents (\$.25) per hour effective July 1, 2007. Remittances must be mailed to the Fund office on or before the tenth (10th) day following the close of the month, by the following month. After thirty (30) days from the due date, a late charge of ten percent (10%) for each thirty (30) days, or portion thereof, must be paid on the unpaid contribution.

In the event the Training Fund is discontinued, any hourly contributions heretofore directed to such Fund shall immediately be added directly to the employees' hourly wage rate.

## **ARTICLE 11**

### **WORKDAY AND OVERTIME**

Section 1. Eight (8) hours work, performed between 8:00 a.m. and 4:30 p.m., shall constitute a day's work unless the job is set up on a four (4) day, ten (10) hour work schedule. It will be the Employer's prerogative as to whether the employee is required to work during the lunch period. The Employer will be responsible for inferior work caused by not permitting the employee to work during the lunch period.

Unless the work week is scheduled for four (4) ten (10) hour days, time and one-half shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week and all day Saturday. When a four (4) day, ten (10) hours a day work week is scheduled, Friday shall be a make-up day, at straight time, for inclement weather only.

Saturday shall be a make-up day, at straight time, for inclement weather only. Sundays and recognized holidays shall be double time.

Section 2. Any deviation from the above paragraphs may be made only mutual agreement between the Employer and the Union. In the event the recognized starting time is changed, the lunch period will be observed four (4) hours after the starting time. The above paragraph will still apply for all work performed during the lunch period.

Section 3. Shifts may be established in accordance with job requirements as determined by the Employer. Such shifts must be established for a minimum of three (3) working days to qualify as recognized shift work. When two or three shifts are worked, the first shift will work the normal eight (8) hour day. The second shift will work a seven and one-half (7½) hour day. The third shift, if required, will work a seven (7) hour day. Compensation for the second and third shifts shall be equivalent to eight (8) hours pay at the employee's basic hourly rate.

## **ARTICLE 12**

### **REPORTING TIME PAY, PAY FOR A PARTIAL DAY'S WORK**

(1) A regular employee who reports for work at the established starting time and for whom no work is provided shall receive two (2) hours pay, provided the employee remains on the job and is available for work for one hour. The Employer shall determine when weather conditions at the job are such that the men will or will not work.

(2) The Employer's obligation shall not apply when adequate notice is given that there will be no work or if employee did not give the Employer his correct telephone number.

(3) If an employee starts to work, he shall be paid a minimum of two (2) hours pay or for actual time worked thereafter. Should the employee start work after lunch and has worked any portion of that morning, he shall be paid a minimum of eight (8) hours pay except when the job is shut down by inclement weather, in which case he shall be paid for actual time worked after lunch. If an employee starts to work in the rain in the morning, he shall receive a minimum of four (4) hours pay.

## **ARTICLE 13**

### **HOLIDAYS**

Recognized holidays, without pay, shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, and Christmas Day. Under no circumstances shall work be scheduled for Labor Day, except in cases of emergency involving life or property. In the event a holiday falls on Sunday, the following Monday will be observed as such holiday. Work performed on Sundays and recognized holidays shall be paid at double time.

## **ARTICLE 14**

### **FOREMEN**

The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision when three (3) or more Cement Masons are employed on one job, one shall act as working foreman at foreman's rate of pay. However, the Employer shall not be unwarrantedly burdened with additional demands for supervision.



## **ARTICLE 15**

### **STEWARDS**

Section 1. The Steward appointed by this Local to represent the Union on all job sites shall be the last man terminated, the foreman excepted.

Section 2. It shall be the duty of the Steward to report any violation of the terms of this Agreement to the Union and he shall not be discriminated against for the performance of such duties.

## **ARTICLE 16**

### **HEALTH AND SAFETY**

Section 1. The Employer and the Union agree to cooperate to promote good safety and health conditions in the work and to comply with all state and federal health, sanitation and safety rules. Employees may be discharged for cause of any failure to comply with any such rules. Employees shall be covered by the *Kentucky Workmen's Compensation Act*. Employees shall not be required to work with unsafe equipment or materials, or where adequate safeguards are not provided. Employees will furnish their own prescription safety glasses and safety-toed shoes.

Section 2. BOLT Drug Program - The Employer and the Union agree to abide by the Drug Testing Program adopted under BOLT. BOLT is the program identified as Builders and Organized Labor's Substance Abuse Policy and Trust Agreement. The Union and the Employer will be bound by the terms and requirements of said BOLT program and any changes made in the BOLT program by the trustees of BOLT.

Section 3. Safety Orientations - The Employer reserves the right to call for employees with current plant safety orientations on jobs where such certifications are needed as determined by the Employer. It is the responsibility of the employee to acquire the training on their own time in conjunction with the contractors' and union training or orientation programs. The Employer will assist in setting up training or plant orientations.

## **ARTICLE 17**

### **SUBCONTRACT CLAUSE**

The Employer agrees not to subcontract or sublet any work covered by this Agreement that he has traditionally and historically done with his own work force, to any person, firm, or corporation which will not follow the terms and conditions of this Agreement. Also, it is agreed that all work sublet by parties to this Agreement will be sublet to contractors who will recognize International Jurisdictional Agreements and decisions of record made in the Green Book.

## **ARTICLE 18**

### **GRIEVANCES AND DISPUTES**

In case of a dispute involving the question of the scale of wages, hours, and conditions as described herein and in the are covered by this Agreement, the Union will immediately contact the Representative or said Employer and try to adjust the dispute. In case the Representative of Local 135 and the Representative of the Employer are unable to reach an agreement. They shall meet with two (2) Representatives appointed by the Union and two (2) Representatives appointed by the Contractor to hear and vote on the dispute. In the event there is a tie vote, a fifth person shall be appointed and agreed upon by both parties to break the tie vote. The outcome of this vote shall be final and binding on the parties signatory to this Agreement.

## **ARTICLE 19**

### **JURISDICTIONAL DISPUTES**

It is agreed that there shall not be any work stoppage over jurisdictional disputes with any craft, or crafts, employed on any project. Should jurisdictional disputes or differences arise with other crafts that endanger the continuous progress of the project which cannot be resolved within forty-eight (48) hours at the Local Level, the Employer shall make a written work assignment relating to the specific project only and work shall continue in accordance with the assignment by the Employer until representatives of the International Unions of disputing crafts can meet to settle the dispute, or cause the dispute to be settled, by whatever means they deem necessary. Existing International Jurisdictional Agreements shall be respected by all parties.

## **ARTICLE 20**

### **MODIFICATION OF AGREEMENT**

Any of the provision of the Agreement may be reopened for negotiation or modification or changes by either party sixty (60) days prior to the termination of this contract or any anniversary thereof, thereafter, during the life of this Agreement. Negotiations on the changes set out in such notice may commence within fifteen (15) days after the receipt of such notice. Any modifications or changes made as a result of negotiations, shall become effective on the termination of this contract, or if not agreed upon prior to termination, upon such date as may be agreed upon between the parties. All provisions of this Agreement shall continue in effect until changed or modified in the manner provided herein.

## **ARTICLE 21**

### **SAVINGS CLAUSE**

Nothing in this Agreement shall be construed nor is it intended to be contrary to any local, state or federal law. In the event any provision of this Agreement shall become legally invalid or unenforceable due to change by local, state or federal law, such invalidity and unenforceability shall not affect the remainder of the provisions of this Agreement.

## **ARTICLE 22**

### **NON-DESCRIMINATION**

Section 1. The Employer agrees that no qualified Cement Mason shall be barred from becoming a foreman because of race, creed, color, religion, age, sex, or national origin.

Section 2. The Employer agrees that there will be no discrimination against any Cement Mason for upholding the Articles of this contract.

## **ARTICLE 23**

### **GENERAL CONDITIONS**

Section 1. When trowel finish is specified and trowling or floating machines are used, hand tools may be used at the option of the Employer behind each operation of the machine. Troweling or floating machines shall be operated only on jobs large enough in size to require the services of at least one Cement Mason in addition to the Cement Mason operating the machine.

Section 2. When grinding machines are used on floors, walls and ceilings, the job shall be large enough to require the services of at least one Cement Mason in addition to the Cement Masons operating the machine.

Section 3. When anything is added to the regular mix of cement, such as hot water, chloride, or any other chemical, the foreman will be notified in advance so that he may govern his work accordingly. Hot water, chloride or any other chemical will not be used for the purpose of advancing the setting up of material, unless the weather temperature is forty (40) degrees Fahrenheit or under. Variation of the forty (40) degrees, in special conditions, may be waived on mutual agreement between the Employer and the Union.

Section 4. The Employer agrees that the Superintendent of the job, or whoever may be in charge, will tell the Cement Mason Foreman the grade and type of finish required when the pour starts.

Section 5. The Employer agrees that a Cement Mason will be present on all pours where concrete is poured to a given grade. A Cement Mason will be on the pour at the start of said pouring of concrete. No Cement Mason will be allowed to run finished concrete and then be laid off until such time as it is ready to be finished. (The Employer agrees that, if at any time, concrete poured to a given grade is struck off by hand tools, or floated, or finished by trowels, edgers, or otherwise, there will be a Cement Mason on said pour or finish.) All topcoats, floor hardeners, driers, colors, etc., shall be put on by Cement Masons. If this section is violated in any way, the Employer agrees that this Local Union will not be required to furnish members of said Local to said Employer.

Section 6. Should an owner or superintendent work on a job as a Cement Mason, he must have a valid Union book or permit from Local #135.

Section 7. The Employer agrees to provide an adequate place for the Cement Masons to put their tools and clothing under lock and key.

Section 8. The Employer agrees that Cement Masons who are required to work more than two (2) hours overtime shall be allowed a reasonable time for supper without loss of pay.

Section 9. All off-sized and special tools on any job shall be furnished by the Employer.

Section 10. The Employer shall furnish respirators to all Cement Masons while operating grinders or chipping guns, and they shall have same sterilized before being issued to other Cement Masons. The Employer shall also furnish safety goggles.

Section 11. It is hereby agreed that there is no set amount of square feet of finishing that constitutes a day's work. A day's work will be based on an honest day's work for a fair day's pay.

Section 12. When required by the Employer, the employee shall submit to a drug test and a physical examination, which will include his ability to use a respirator.

#### ARTICLE 24

##### APPRENTICES AND TRAINEES

Section 1. When available, one (1) apprentice or trainee will be employed when Employers are working two (2) to five (5) journeymen, and one (1) additional apprentice or trainee to each five (5) additional journeymen working on the job. Under no circumstances is an apprentice or trainee to work on a job where there are no journeymen working.

The wage rate for apprentices or trainees shall be on a percentage basis as follows, and shall be calculated to the nearest five (5) cents of the journeymen's wage rate:

First six months	70% of the Journeyman rate
Second six months	75% of the Journeyman rate
Third six months	80% of the Journeyman rate
Fourth six months	85% of the Journeyman rate
Fifth six months	90% of the Journeyman rate
Sixth six months	95% of the Journeyman rate

<b>FRINGE BENEFITS</b>	<b>07/01/2010</b>	<b>07/01/2011</b>	<b>07/01/2012</b>
Health & Welfare	\$7.80	\$8.05	\$ 8.30
Pension	\$4.50	\$4.75	\$ 5.00
Training Fund	\$ .25	\$ .25	\$ .25
PACAF	\$ .05	\$ .05	\$ .05

#### ARTICLE 25

##### PADUCAH AREA CONSTRUCTION ADVANCEMENT FOUNDATION

It is agreed by the Employers and the Union that the Employer shall contribute the sum of five cents (\$.05) per hour for all hours worked, for each of the covered employees, to the paducah Area Construction Advancement Foundation, which is dedicated to the purpose of apprenticeship, advanced craft training and education, public relationships and other educational and informational betterment of such employees and the common good of the construction industry.

This Foundation is constituted in such a manner that the payments to such Foundation shall be a contribution under the International Revenue Code of the United States and its subdivisions and agencies.

## ARTICLE 26

### CEMENT MASONS WORK SHALL CONSIST OF, BUT NOT BE CONFINED TO:

All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving alleys and roofs, or mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt floors and pavements, the finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines shall be that of the Cement Masons. Mastic flooring, whether laid free-handed or in pre-cast form on the job, otherwise known as asphalt or mastic tile, and all other types of resilient floor covering, the finishing or washing of all concrete construction, using any color pigment when mixed with cement, in any other form mosaic and nail cost whether done by brush, broom, trowel, float or any other process, including operation of machine scoring floors or any purpose they may be used for in connection with Cement Mason trade. The rodding spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement and plastic material, 6-inch base or less, shall be the work of the Cement Mason. All preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping, and bush-hammering, rubbings or grinding, if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms. All glass set in cement, the pointing and patching and caulking around all steel or metal window frames that touch concrete; the laying and finishing of gypsum material roof; all dry packing; grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations. All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joints, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same.

The curing of finished concrete, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Masons.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors shall be the work of the Magnesite Composition Cement Mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparing of all sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and covebase. The purpose and intent of the six-inch base law will not be defeated. All magnesite composition installation work of the O.P. and C.M.I.A. shall be done under the supervision of a competent and qualified magnesite composition Cement Mason.

(Pending meeting of committee on rewrite of jurisdictional claims of Plasterers and Cement Masons, the spreading, finishing or grinding of "Epoxy Resin Materials" on floors and six (6) inches above floors shall be recognized as the work of the Cement Masons.)

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

Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld, and any similar products including all epoxy materials, regardless of the tools used or the method of application, or the color of materials used, and regardless of the type of base these materials may be applied to.

The regulation of the size of the hand finishing trowel shall be a matter of local autonomy.

**Effective July 1, 2010 through June 30, 2012.**

**Signature Page For Building, Heavy and Highway Construction Contract.**

**APPROVED:**

OPERATIVE PLASTERERS' & CEMENT MASONS' LOCAL # 135  
7428 Benton Road  
Paducah, Ky. 42003  
OFFICE PH: 270-898-1001                      FAX: 270-415-5610

 \_\_\_\_\_ Date 8-17-2010  
Michael W. Greene, Business Manager

**APPROVED:**

WEST KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_