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AGREEMENT

By and Between

The Operative Plasterers
and
Cement Masons'
International Union
Local No. 526 Area No. 179

and

The Concrete Contractors
Chapter of the Builders
Association
of Eastern Ohio
and Western Pennsylvania

Effective June 1, 2024

Expires May 31, 2028



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ARTICLE I AGREEMENT

This agreement, entered into the first day of

June, 2024 is by and between the Concrete Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania (hereinafter called “Employer”) and Local No. 526 Area No. 179 Operative Plasterers and Cement Masons International Unions (hereinafter called “Union”), and is negotiated by the Concrete Contractors Division of the Builders Association on behalf of the members of said Division and on behalf of all members of the Builders Association.

By execution of the Agreement, the Employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi- employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least sixty (60) days prior to the then current expiration dates of the Agreement.

This agreement shall remain in full force and effect with any modifications or amendments until May 31, 2028 and thereafter from year to year unless either party notifies the other party at least sixty days prior to the expiration date in writing of their intent to terminate or modify this agreement.

The parties hereby declare their mutual objective to be that of achieving and maintaining uniform and acceptable standards of employment to benefit members of the trade and to build a reservoir of competent and efficient

journeymen. The parties state such objective to be basic to the consideration for this agreement. The Union therefore agrees to insist upon the enforcement of this agreement with respect to any contractor or employer who is not a member of the above Division nor of the Builders Association but who hires members of the Union or employees working at the trade and the Union further agrees to obtain from each such contractor or employer a signed copy of this agreement for the files of the Builders Association.

Any difference which may arise between the parties to this agreement will be settled by them exclusive of any other party except as will be hereinafter provided. It is mutually agreed that the following scale of wages shall be in force from June 1, 2024 to May 31, 2028, work rules are in force until May 31, 2028.

Either party desiring to change this Agreement at the expiration date shall file notice no less than sixty (60) or more than ninety (90) days prior to said date.

The Employer and the Union sign this agreement both as Guarantors of the faithful observance thereof by all of their respective membership and the Union as the authorized agent of its membership shall insist upon the observance of the terms of this agreement by any contractor who is not a member of the Concrete Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania when an employee represented by the Union works for such non-member contractor.

The jurisdiction of the Local Union No. 526 Area No. 179 shall be as follows: Mahoning County, Columbiana County and Trumbull County, Ohio.

ARTICLE II **CRAFT JURISDICTION**

Section 1. The Cement Mason shall have jurisdiction over all classifications, including foremen and general foreman, who perform the following work without limitation:

- (A) All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring, spreading and 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 operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, 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.
- (B) Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and concrete pervious surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), the stamping, coloring sealing, curing, waxing including the forming and construction involved with the concrete counter top work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregates) of concrete, including decorative finishes such as stenciling,

staining, dying, densification, polishing, sandblasting, grinding and the washing of all concrete construction, the use any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials, custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the Cement Mason. Cement Masons shall have jurisdiction over the setting, building, fabricating, and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, camfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout or any exotic or cement based material on a given line, shape, or grade regardless of the composition of the form material. Form work shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basins and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in conjunction with

the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line.

- (C) The placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement, epoxies, and plastic material 6" base or less shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc. All concrete repair processes including below grade and underground including the repair or modification in horizontal or vertical pipe, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, grouting, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking, including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. The saw cutting, scoring of joints, expansion or control or the cutting of any line

that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.

- (D) 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, joists, walls and columns, also the screeding, finishing rubbing, grouting, pointing and patching of same. The finishing of all concrete surfaces by sandblasting, the washout method, bush hammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.
- (E) The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.
- (F) All scarifying of concrete and underlayments/overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting and sanding.
- (G) The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling, and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. The purpose and intent of the six-inch base law must not be defeated. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.

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

- (I) The regulation of the size of the hand finishing trowel shall be a matter of local autonomy.

- (J) The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete when used to serve as forms, such as 2" x 4" or other plain pieces of material when held in place by staker and/or spreader - shall be done by Cement Mason members of the OPCMIA.

A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor slab or side walk.

Any bulkhead that is a single board in height shall be set and braced or staked by a Cement Mason.

- (K) Whenever a paving machine, concrete spreading machine, mechanical straightedge, multiple troweling machine, or similar type machine or new equipment is to be used on any type of work coming under the jurisdiction of the Cement Masons' Local Union, a pre-job conference will be held between the employer or his representative, and the business representative or representative of the union on each specific job, for the purpose of determining the complement of cement masons needed to complete all of the work under the jurisdiction of the Cement Masons' Local Union.

ARTICLE III
PLANNING & SCHEDULING

“The Employer shall schedule the work in such a manner in that employees covered by this Agreement may perform the work in a more efficient manner, thereby improving productivity. The employer will determine the number of employees, necessary tools and equipment required, and will have such tools, other than those provided by the employee, and equipment on the job site before beginning the work.” The Employee will provide the following tools: Hand Floats, Hand Trowels, Conventional Edger and Joiner, Hand Rules, Levels, Chalk Line, Hammer, Hand Saw and Square.

The employer will notify the office of Local 526 Area No. 179 whenever starting work at a new job site.

ARTICLE IV
MORE FAVORABLE TERMS

If, during the life of this Agreement, the Unions grant any more favorable terms or conditions than contained in this Agreement to any construction employer, the more favorable terms automatically become a part of this agreement and the Unions shall promptly notify the Employer in writing of any such concession.

ARTICLE V
ARBITRATION

Section A. For the purpose of collective bargaining settlement of disputes, amendments or alterations to the provisions of this Agreement, either Local No. 526 Area No. 179 or the Builders Association of Eastern Ohio and Western Pennsylvania can call a meeting at the offices of the Builders Association to resolve disputes prior to the matter

being submitted to the grievance procedure. In the event the matter can't be resolved, either party can submit the matter to the Arbitration procedures of this Article V. The Joint Arbitration Board consisting of three (3) members of the Concrete Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania and three (3) members of the Executive Board of Local No. 526 Area No. 179 and shall meet within twenty-four (24) hours, when notified by the Secretary of either party to settle such dispute or disagreement. Four (4) members, two (2) from each side, shall constitute a quorum.

Grievances or disputes not settled as provided in Section B. shall be submitted in writing within 30 calendar days following the event giving rise to the grievance, or, if the occurrence was not ascertainable, within 30 calendar days of the first knowledge of the event.

Section B. If unable to agree within twenty-four (24) hours, (exclusive of Saturdays, Sundays and Holidays), the dispute shall be submitted to an Arbitration Panel within forty-eight (48) hours (exclusive of Saturdays, Sundays, and Holidays); after written request to do so, the party making such request may name such representative for the other party. If the two members cannot agree on the impartial third member within twenty-four (24) hours, (exclusive of Saturdays, Sundays and Holidays), after written request by either party for such designation, the Federal Mediation and Conciliation Service 215 Euclid Avenue, Cleveland, Ohio 44114, shall be requested to submit a panel for the selection of the third member.

Decisions of this Board shall be final and binding on all parties hereto.

Section C. All work shall continue until a decision is reached by the Arbitration Board or Arbitration Panel.

ARTICLE VI
RECOGNITION CLAUSES

UNION SECURITY CLAUSE

All employees who are members of the Union on the effective date of this agreement shall be required to remain members of the Union as a condition of employment during the term of this agreement. New employees and employees not presently members of the union who come within the coverage of this Agreement must make application for membership in the Union and become a member on or after eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the latter: provided further that the eight (8) day period shall consist of employment for such period by any contractors singly or in the aggregate.

UNION RECOGNITION CLAUSE

The Employers bound by this agreement recognize the Union as the exclusive majority representative of all employees covered by this agreement pursuant to Section 9 (A) of the Labor Management Relations Act. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

CONTRACTOR RECOGNITION CLAUSE

The Union recognizes the Employer as the sole and exclusive agent and representative of all contractors who are members of the Concrete Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania and all other contractors who sign this agreement, for the purpose of negotiating, executing and administering agreements pertaining to wages, hours and other terms and conditions of employment on any and all work described herein and performed within the geographical area covered by this agreement.

ARTICLE VII
HOURS - OVERTIME - HOLIDAYS

Section A. Eight (8) hours shall constitute a work day and be between the hours of 8:00 A.M. and 4:30 P.M. Should an employee be required to work during his lunch period, he shall be paid at the rate of Time and One Half the prevailing rate of wages and be permitted to eat as soon as his work will allow, this rate of pay to be for one-half (1/2) hour only. The lunch period shall be a continuous one-half hour to be taken during the fifth hour.

Section B. Overtime hours nine (9), ten (10) and eleven (11) during any day Monday-Friday shall be paid at the rate of time and one half the prevailing rate. Overtime hours after the eleventh (11th) hour shall be paid at double the prevailing rate. All hours worked on Saturday shall be paid at time and one half the prevailing wage rate through 4:30 p.m. All hours worked after 4:30 p.m. on Saturday, all hours worked on Sundays and all hours worked on the following holidays shall be paid at double the prevailing rate: New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day and Christmas Day. Holidays that fall on Sunday will be observed on Monday.

Section C. Four Tens. The contractors may institute a four-day work week of ten (10) hour days on specific jobs without incurring overtime. The contractor must notify the Union in advance of going to a four-day ten hour work schedule.

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, where due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) time worked on Friday shall be at a straight time basis.

In the event an employee is hired for one day, he shall be paid the eight hour schedule.

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

Section D. Saturday Make-Up. Saturday make-up day will be worked at straight time if Monday, Tuesday, Wednesday, Thursday or Friday is lost during the work week due to inclement weather conditions to make up the 40th hour (except where an observed holiday falls on a workday). Work in excess of eight (8) hours shall be paid at the rate of time and one half (1-1/2). Working on a Saturday make-up day will be on a strictly voluntary basis. The Employer must notify the Employee and the Union Office in writing (Fax) by noon Thursday that Saturday will be make-up day or by noon Friday if Friday is the inclement weather day. Saturday will be considered a normal work day with respect to all rules. Preference for a make-up day shall be given to Employees affected by the cancellation. The number of Employees working on Saturday may not exceed the

number of working (or scheduled to work) on the job during the week. The Employers shall not discriminate against any Employee in any manner because the Employees refused to work a Saturday make-up day. If an Employee is called out for a Saturday make-up day, the worker shall receive a minimum of (4) hours. If the Union believes that any Employer is abusing this Saturday make-up day provision, a grievance may be lodged against the Employer. If the Employer loses this grievance, that Employer shall lose its right to schedule Saturday make-up day for the balance of the duration of the contract. This provision is restricted to five (5) Saturday make-up days per Employer (Contractor). The Employer shall fax pay stubs to the Union by request from the Business Manager/Financial Secretary. Any other union tradesman working for other than straight time for Saturday make-up day, the cement mason shall be paid at their normal Saturday rate at time and one half (1-1/2).

Section E. Shift work will be permitted only by mutual consent and understanding of both parties to this Agreement. Employees shall have a thirty (30) continuous minute lunch break between the beginning of the fourth (4th) and ending of the fifth (5th) hour of the shift. If employees are required to work through the lunch period they shall receive one half (1/2) hours pay at the applicable premium rate.

Section F. Employees shall have 10 minutes to gather and clean their tools and have them out of the way by quitting time each day. On industrial and mill work, employees shall have 15 minutes to clean tools and clear company gates by quitting time.

Section G. All overtime work shall be equitably distributed practicable on a day-to-day basis among the cement masons and apprentices.

ARTICLE VIII
PAY DAY - REPORTING PAY

Section A. Pay day is to be weekly no later than 4:30 P.M. on day of pay. The Employer shall not hold back more than three (3) days pay. Should an employer fail to pay by that hour, employees are to be paid the prevailing rate of wages for each hour that they are required to wait for their pay; such waiting time to be limited to regular working hours except that an initial penalty of two (2) hours may be imposed after the regular working hours on the day on which the pay was due.

Section B. When a man is being laid off, he is to get his check no later than 4:00 P.M., and then he is to get his tools together and then he may leave said job.

Section C. When an employee reports to an employer's office, yard or job site on orders of the employer or the Union Business Agent, acting in accordance with a request from an employer to furnish him with employees, and he is not put to work, he shall be paid two (2) hours wages provided the weather is such that he could work. If he is put to work but works less than four (4) hours, he shall be paid, weather permitting, four (4) hours wages. If he is put to work and works more than four (4) hours, but less than eight (8) hours, he shall be paid for eight (8) hours, weather permitting.

Section D. Pay stubs shall show total hours worked during that pay period, the rate paid and all legal deductions shall be itemized. The stubs shall also show the date of the end of the pay period. LAY OFF IS PAY OFF.

ARTICLE IX
FOREMEN

Section A. When two or more cement masons, apprentices included, are used on the same job, one shall receive foreman's rate and he shall act as the agent of the employer, and the Union recognizes the right of the Employer to delegate to the foreman the right to employ or discharge any or all employees subject to the provisions of this Agreement. It shall be the function of the foreman to tell the worker what to do and how to do it and to see that the work is properly done. He shall be responsible for the placing of men, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning and effecting efficient execution of work.

When six (6) cement masons are employed on the same job one shall receive foreman's wages \$1.25 above journeyman rate but shall not use the tools in any way that in so doing he will be taking the place of another man. However, he may do some work if he so desires.

Section B. When twelve (12) or more employees are required on one job, one employee shall be designated cement mason General Foreman and shall receive no less than \$1.50 above the prevailing rate of pay and shall have under him a cement mason foreman as set forth above.

Section C. A cement mason shall not be required to take orders from any one other than his foreman or job superintendent.

ARTICLE X
STEWARDS

The Steward on all jobs shall be appointed by the Union, and none shall be eligible for such an appointment unless he has been a member of Local No. 526 Area No. 179 for at least one (1) year.

All contractors employing cement masons operating in this jurisdiction shall be required to keep one local man as Steward on the job at all times.

Members working alone are declared Stewards. No Steward is to be discharged for the performance of his duties of enforcing Union by-laws and safety code, and shall be last man laid off except for just cause. The Business Agent shall be notified when a Steward is to be laid off or discharged.

The Steward shall take charge of any member being injured on the job and see that the member is properly taken care of. The Steward shall get all data as to how the accident occurred and file a detailed report with the Union at its next meeting.

Without any loss in pay, the Steward will be permitted one half hour each Friday for the purpose of reporting to the Local Union office when six (6) cement masons are employed, provided the Steward's absence does not jeopardize the work on the job where he is employed. The Steward will also be allowed to check the timekeeper's record of hours.

The Steward shall upon request, have the right to use a telephone in order to conduct Union business as it applies to the employee's work.

The Business Agent or Steward will have a right to check a man's pay stub. The Business Agent may check contractor's payroll account.

An authorized representative of Local No. 526 Area No. 179 shall be allowed the courtesy of visiting any job under construction in the jurisdiction.

ARTICLE XI
WAGE STRUCTURE

LOCAL NO. 526 AREA NO. 179 — June 1, 2024

Wage	\$32.75
Welfare.....	\$8.00
Pension.....	\$7.50
Annuity	\$4.90
Apprenticeship.....	\$0.55
CAP.....	\$0.24
Medical Reimbursement.....	\$2.00
International Training Fund.....	\$0.06

Union Dues **(deduct)** Hours Paid 4% of Total Package

International Working Dues

(deduct) Hours Worked 1% of Total Package

Building Trades **(deduct)** \$0.07

United Fund **(deduct)**..... \$0.01

MVCC **(effective January 1, 2011)** \$0.01

Savings **(deduct)** \$2.25

Effective June 1, 2025, there will be a \$2.00 increase.

Effective June 1, 2026, there will be a \$2.00 increase.

Effective June 1, 2027 there will be a \$2.00 increase

All fringe benefits are paid on an hour-paid basis except C.A.P. and International Working Dues.

If there are any increases to the Welfare, Pension, Annuity, International Training Fund, Medical Reimbursement Account, or Apprenticeship Funds during the life of the contract, it will come from the above negotiated increases.

PREMIUM PAy LOCAL NO. 526 AREA NO. 179

Working Foreman..... \$1.25 above hourly rate
Non-Working Foreman..... \$1.25 above hourly rate
General Foreman \$1.50 above hourly rate
Color Floor..... \$1.00 above hourly rate
Swing Scaffold \$1.00 above hourly rate

Smokestacks and cooling towers:

25 to 50 ft...\$0.50
50 to 75 ft...\$0.75
75 to 100 ft...\$1.00
100 to 200 ft.....\$1.25
200 to 250 ft.....\$1.50
250 and over... \$2.00

ARTICLE XII
BOND REQUIREMENTS

A Surety Bond or Cash Bond shall be required by all new employers covered by this agreement for the effective purpose of insuring payment of authorized deductions for dues benefits and contributions to Health & Welfare, Pension, Annuity and Apprenticeship.

The following bond schedule is now in effect:

1-5 employees on jobs of three days or less..... \$3,000
1-5 employees on jobs over three days \$12,000
5-10 employees \$15,000
10-20 employees \$20,000
+20 employees \$25,000

The Bond shall provide that it may not be cancelled by either the Employer or the Insurance Carrier (Surety) without prior notice to the Union.

In the event an employer posts a cash bond and ceases to employ members of Local No. 526 Area No. 179, within the jurisdiction of this agreement and following the final payment of all aforementioned payments, the employer shall have the full amount of the cash bond returned. In the case of new contractors, at the end of three (3) years, 50% shall be returned and if not delinquent for another two (2) years for a total of five (5) years, the bond shall be returned.

In the event of a delinquency by an employer, the Union shall withdraw its men from said Employer once an employer reaches forty-five (45) days past the date of his first delinquency. Manpower will be withheld from the employer until such time as the employer complies with

the requirements of this Section or an approved settlement agreement is reached between the Cement Masons Local No. 526 Area No. 179 Collection Agency and the contractor.

It is understood that the Trust Agreement establishing the various fringes included in the agreement permit, when deemed necessary by the Trustees of such Trusts, the audit of payroll records.

ARTICLE XIII
APPRENTICESHIP

1st 900 hours 55% of Journeyman rate
2nd 900 hours.....70% of Journeyman rate
3rd 900 hours.....80% of Journeyman rate
4th 900 hours.....90% of Journeyman rate

The above wages shall be computed from the date the apprentice begins working in covered employment.

All fringe benefit contributions shall be paid on apprentices except for the annuity contribution for the 1st through 4th 900 hour apprentice periods. In addition, the Medical Reimbursement Account contribution will not be paid during any of the apprentice periods.

Anyone employing one or more cement masons within the jurisdiction of Local No. 526 Area No. 179 shall be assessed twenty cents (\$0.55) per hour by the Cement Masons Joint Apprenticeship Committee for the purpose of underwriting the expense of apprentice training and education.

When four (4) or more journeymen are employed on a job, one (1) registered apprentice shall be employed.

When there is an apprentice on the job he/she shall perform all duties of placing and finishing of all concrete construction.

Foremen and journeymen on the job shall be responsible for the work of apprentices.

ARTICLE XIV
EMPLOYMENT

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 areas covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, 50% 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 50% of the work force may be residents of the area or non-residents, at the discretion of the Contractor.

All journeymen base pay shall be the same rate.

ARTICLE XV
CONTRACTING

No member of Local No. 526 Area No. 179, while he remains a member of such Local, shall himself become a contractor for the performance of cement work. A violation of this Agreement will be deemed to have occurred if a signatory contractor submits a bid for work and that same work is then performed by a Local No. 526 Area No. 179

member not signed to the collective bargaining agreement. This clause will not apply to members who perform work for immediate family members. The first and second violation of this clause by the same individual shall be handled in accordance with the provisions of the Constitution of the O.P.C.M.I.A. and in accordance with the provisions of the by-laws of Local Union No. 526 Area No. 179, provided notification of the outcome of those proceedings is provided, in writing, to the Concrete Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania. The third and any future violations of this clause by the same individual will be subject to the grievance procedure.

Contractors who use the tools will be subject to the provisions of the Union Security Clause contained in this agreement.

All contractors must contract for labor, materials and payroll.

DEFINITION OF A CONCRETE CONTRACTING EMPLOYER

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Concrete Contracting Industry. Therefore, an employer who contracts for concrete work is a person, firm or corporation that:

1. Employs at least one journeyman cement mason when concrete work is being performed.
2. Has a properly listed business telephone.
3. Will maintain a suitable financial status to meet payroll and materials requirements.

4. Maintains proper books of accounts and records incident to the conduct of the business.
5. Complies with all State and Federal laws and statutes, pertaining to Workmen's Compensation, Unemployment Compensation, Withholding Tax, Social Security Acts and all other such laws, state and federal, relative to the proper conduct of a business organization.

ARTICLE XVI WORKING CONDITIONS

The Employer, in requesting cement masons from Local No. 526 Area No. 179, shall, whenever possible, make such requests twenty four (24) hours in advance of the time cement masons are to report for work.

Contractor is to furnish all rubbing tools, stones, brushes, brush hammers and all rain gear.

In case of fire or theft by forcible entry on the job at any time, the contractor shall be responsible for loss of the tools and clothing of the cement masons and apprentices, not to exceed three hundred dollars (\$300.00) for each individual's loss. Committee consisting of Business Agent, Foreman, Steward and two company officials shall decide the value of loss of the tools and clothing.

A room or trailer shall be furnished on all jobs of ten (10) working days duration or more that have three (3) or more men. Said room or trailer is to keep craftsmen's tools and clothing in. It shall be heated and lighted at all times. Steward shall have key to room or trailer.

The employer shall furnish a fan to keep dust out of the room, whenever a cement mason or apprentice is using a grinder to grind any surface.

All sidewalks and curbs will be floated or trowelled before being broomed.

When it is specified that a surface is to be "floated," this shall be construed to mean, handfloating by Cement Masons and/or Cement Mason Apprentices.

Contractor will furnish all safety equipment.

Parking will be provided at the direction and expense of the Contractor.

There shall be one (1) man for eight (8) feet straight edge; one (1) man for each four (4) feet thereafter.

Contractor that uses calcium chloride or any other additives and does not inform cement mason on the job, this cement mason can walk off the job.

Contractor will not order out or start a pour in the rain, without consent of steward and men on the job. If rain starts after pour begins, all finishers to bulk head if possible, and finish what is laid down.

There shall be no bull float or machine finish left on any work, unless specified by architect, engineer or owner.

All cement masons and apprentices shall have a coffee break at the work station.

No employee shall be left alone on overtime under conditions of insufficient lighting, or obstructions that create a hazard in as far as entering and leaving the job site is concerned. The companion person may be from any of the building trades or from management.

The use of personal (non-business) pagers, cellular telephones and other communication devices shall be prohibited during work hours. The use of the above stated

items shall be restricted to recognized break times. In the event of family illness or pregnancy, employees shall be permitted to carry such devices provided they notify their Employer regarding the circumstances. The abuse or misuse of the above stated devices will be cause for one written reprimand, a second written reprimand, and a third occurrence shall be cause for dismissal.

When workmen are required to work in a district where wages are higher than those provided for in this agreement, they shall be paid the higher rate.

It shall be in violation of contract for any employee or employer permitting anyone but a practical cement mason or registered apprentice to use his tools in finishing.

All exposed aggregate work and any type of decorative concrete work shall be done by competent cement masons.

ARTICLE XVII **FIRST AID AND SAFETY**

All employees shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA. These rules and regulations are to be published at conspicuous places throughout the job site.

All active journeypersons as of June 1, 2005, shall be required to obtain an OSHA 10 hour Construction Safety and Health Card by May 1, 2007. All apprentices and all new journeypersons after June 1, 2005 shall be required to obtain their OSHA 30 hour Construction Safety and Health Card. Contractors will not be required to hire any journeyperson who has not completed the required training in the time periods specified.

ARTICLE XVIII
WORKMEN'S COMPENSATION AND
UNEMPLOYMENT COMPENSATION

So that all employees working under the terms of this agreement will be protected in case of accident, the Concrete Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania will furnish Local No. 526 Area No. 179 a list of all their members certifying that they carry State Compensation Insurance and revise said list every three (3) months, and Local No. 526 Area No. 179 hereby agree that any Employer not shown on said list will be required to file with the Business Agent of said Local a copy of his premium payment of Workmen's Compensation Insurance before any journeyman shall begin work for such Employer. The Business Agent shall furnish the Concrete Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania a list of said certificates filed with him each thirty (30) days. The journeyman shall not work on any job where provisions of this Article of the agreement are violated.

A complete and up-to-date list of all persons, firms and corporations that sign the agreement shall be submitted to the Concrete Contractors Division by the Business Agent of Local No. 526 Area No. 179.

ARTICLE XIX
TRAVEL CONDITIONS

When Journeymen are required on jobs outside the jurisdiction of Local No. 526 Area No. 179, a reasonable period of traveling time shall be allowed, and transportation shall be furnished by the Contractor.

If men are required to stay out of town over night, the employer recognizes the responsibility to pay expenses that will be mutually agreed upon in writing.

ARTICLE XX
HEALTH AND WELFARE
OHIO CONFERENCE OF PLASTERERS
& CEMENT MASONS

Section A. Effective June 1, 2024, the Employer agrees to contribute the sum of seven dollars (\$8.00) per hour for each hour paid to each employee covered by the terms of this Agreement to the Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund.

Section B. This fund shall be jointly administered by a Board of Trustees consisting of twelve (12) trustees, six (6) of whom shall be designated by the Union, and six (6) of whom shall be designated by the Employer Association. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust dated May 1, 1964, and all amendments and addenda to date hereof. Said Agreement, as amended to date, is herein incorporated by reference and expressly made a part of this contract.

Section C. Each individual Contractor and Employer subject hereto shall pay to the Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund monthly a sum of money based upon the total number of hours of employment each month of all his employees and at the rate of seven dollars (\$8.00) per hour for each and every hour paid to each employee. For the purpose of this clause, "hours paid" shall include reporting or "show up" time. Full payment

based upon all hours of employment each month, shall be made within and not later than thirty days from the end off the month during which the employment record occurred.

Section D. A contractor or employer whose principal place of business is located outside the territory covered by this Agreement who employs persons to perform work within the scope and territory of this Agreement shall, upon becoming signatory to this Agreement, post a bond with the Trustees of the fund guaranteeing the payments agreed to herein. An individual, firm or corporation who, for the first time or after a lapse of one (1) year or more, employs persons to perform work within the scope and territory of this Agreement shall, upon becoming signatory to this Agreement, post a similar bond. This provision shall apply to all Contractors and Employers in the preceding two categories except those who have already furnished or posted with any party hereto or the Trustees a wage surety bond guaranteeing the payment of, among other things, the required contributions to the Welfare Fund. The amount of such bond is shown in Article XII.

Section E. An employer or contractor, by his signature to this Agreement or other document indicating his intent to be bound hereby, agrees and consents that, if he becomes delinquent in making the payments required by this Article, he shall:

- (1) Become liable for and pay to said Welfare Fund, to cover added costs of administration, bookkeeping and other incidental expenses, liquidated damages amounting to 10% of the delinquent amount plus court costs, if any;
- (2) Become liable for the payment of any benefits hereunder for which his employees would have otherwise qualified but for such delinquency;

- (3) Become subject to audit by the Trustees or their Agent, at his cost to determine the amount of monies due, including liquidated damages and court costs. Such amount must be paid in full before such delinquent employer's contributions will be accepted by the Trustees and before he shall be eligible again to participate as a contributing employer.

The foregoing provisions are cumulative and shall not deprive the Union or employees of their other rights and remedies, including the right to strike (if otherwise consistent with this Agreement) against the delinquent Employer.

Section F. Each individual Contractor and Employer subject hereto shall make all payments required hereunder in the manner prescribed by the Trustees of said Welfare Fund, and shall, at the time of making each monthly payment, make and deliver to said Trustees a report upon a form furnished by the Trustees. This report shall state whether or not, during the month with respect to which such report is due, any employees were working and, if so, the names of such employees, the number of hours each was employed and other pertinent information as may be requested by said Trustees.

Section G. Any employee who becomes a contractor, Employer or self-employed, loses his eligibility to draw benefits (except vested benefits) immediately. If his status at any time reverts to that of employee, it is his responsibility to notify the Trustees in order to reinstate his eligibility.

Section H. Each individual Contractor or Employer agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligation imposed by this Article.

Section I. No contribution shall be accepted by the Trustees unless a signed copy of this agreement or other document binding the Employer to the obligations hereof is on file at the Welfare Fund Office.

Section J. It is the responsibility of all parties to this Agreement, or who participate in or benefit from the operation of the Welfare Fund, to cooperate in its effective operation and administration. To this end, any person, whether Trustee, Employer, Union Business Agent or employee who has reason to believe that any Contractor or Employer who is employing individuals on jobs covered by this Agreement but is not contributing to the Welfare Fund, or is in other respects delinquent in performing the obligations hereof, shall:

- (1) Advise the office of the Trustees, the Builders Association, and the respective Union of such belief;
- (2) If a union sees that the offending Contractor is advised that, unless he agrees to make contributions to the Fund, or correct any delinquency in payments, as the case may be, he is subject to suit by the Trustees and/or possible economic sanctions;
- (3) If any employee, after due notice that his employer is delinquent or non-signatory to this Agreement, he shall lose his right to continue his status as an eligible beneficiary of the Fund by making self-payments.

Section K. Failure of any said parties to this Agreement to abide by the terms hereof relating to enforcement, shall be brought to the attention of the Labor-Management

Committee. The Labor-Management Committee shall consider allegations of such failure and, if it finds that such failure has occurred, may, by majority vote, issue appropriate remedial orders having binding effect on the parties concerned. All parties concerned shall be entitled to reasonable notice of, and appearance at such hearing.

ARTICLE XXI
PENSION FUND
LOCAL NO. 179

This Agreement and Declaration of Trust is made and entered into on this 20th day of May, 1976 by The Operative Plasterers and Cement Masons' International Union Local No. 179, hereinafter referred to as the Union, and the Concrete Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania, hereinafter referred to as the Association.

This Fund shall be jointly administered by a Board of Trustees consisting of four (4) trustees, two (2) of whom shall be designated by the Union, and two (2) of whom shall be designated by the Employer Association. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust dated May 20, 1976, and all amendments and addenda to date hereof. Said Agreement, as amended to date, is herein incorporated by reference and expressly made a part of this contract.

Effective June 1, 2024 the Employer agrees to contribute seven dollars and fifty cents (\$7.50) per hour for each hour paid to each employee.

Reports on employees, and payments to this Fund, shall be transmitted to the office of the Fund by the 15th day of

each month for the calendar month immediately preceding the reporting date. Any payments not made by the end of the month when due shall automatically incur a liquidated damage assessment against said Employer of 10% of the amount shown to be due for said period, and may also subject the Employer to other additional requirements as provided in said Trust Agreement. Payments not made when due will affect the eligibility for benefits of employees of the delinquent Employer, and may subject the Employer to legal liability for claims of Employees denied because of such delinquency.

Failure to comply with the provisions of this Article and the Trust Agreement by the Employer shall be deemed to be a breach of contract on the part of the Employer, and the Union may withhold its services from the Employer as long as the breach continues. However, the Union agrees to notify the Employer in writing of this delinquency prior to the Union's withholding its services from the Employer.

The terms and provisions of the preceding paragraphs in this Article may not be terminated during this Agreement, and shall not be subject to or suitable for arbitration by the terms of this Agreement or any other Agreement.

Any Employer or Contractor, by his signature to this Agreement or other document indicating his intent to be bound hereby, agrees and consents that, if he becomes delinquent in making the payments required by this Article, he shall:

- (a) become liable for and pay to said Pension Fund, to cover added costs of administration, bookkeeping and other incidental expenses, liquidated damages amounting to 10% of the delinquent amount plus court costs, if any.

ARTICLE XXII **DUES WORKING ASSESSMENT**

During the life of this Agreement, each employer agrees to deduct membership dues levied by Local No. 526 Area No. 179 of Operative Plasterers and Cement Masons International Union, AFL-CIO, from the pay of each Cement Mason employee and apprentice Cement Mason employee for whom such employer has on file an "Authorization and Direction" for checkoff of dues. Deductions from the existing hourly wage rate shall be made only in accordance with the provision of said "Authorization and Direction" form, and in the amount of 4% of the total package. The total package will consist of the respective employee's hourly rate combined with the fringe benefit package.

The monthly contribution period and report by the employer shall end with and include the last full weekly pay period of each month. Payment and reports for each monthly contribution period shall be mailed or delivered by the 15th of the following month. Payments postmarked or delivered by messenger after the 15th of the month shall be subject to an additional charge of 10% per month until paid. This will be enforced.

The Union shall indemnify and save harmless each employer against any claims made on account of action taken by each employer in reliance upon information or forms furnished by the Union.

ARTICLE XXIII
PROVISIONAL CLAUSE
PENSION AND SAVINGS PROGRAMS

The increased cost of Welfare, Pension, Annuity, Dues Checkoff, Vacation Program, International Training Fund, Medical Reimbursement Account, and Apprenticeship shall come out of the negotiated Wage increase. The parties to this agreement hereby agree to meet to negotiate the proper language for such programs during the term of this agreement upon written notice from either labor or management. The Combined Funds Collection agency shall send non members of local 526 area 179 to there home fund without delay for reciprocity.

If the Welfare Plan, Annuity Plan, and/or Pension Plan are dissolved during the life of this agreement, the money shall revert to the employee's paycheck.

ARTICLE XXIV
CONSTRUCTION ADVANCEMENT
PROGRAM

Section 1. The Employer and the Union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the Program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

Section 2. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the Trustees thereof, and which is included herein by reference and made a part of hereof. Each Employer covered by this agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2024 said amount shall twenty four (\$0.24) cents per hour.

If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased up to a maximum of four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the Employer.

Section 3. The consideration for this agreement is as follows:

- a. Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities;
- b. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of employees for the benefit of employees

in Welfare Funds, Pension Funds Annuity and Vacation Funds;

- c. Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Funds.

Section 4. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program office on or before the 15th day of the following month. Payments postmarked or delivered by messenger after the fifteenth (15th) day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves and costs of collection arising from late payment.

ARTICLE XXV **MAHONING VALLEY CONSTRUCTION** **COALITION CONTRIBUTIONS**

Effective January 1, 2011, the Employer agrees to contribute the sum of one (\$0.01) cent per each hour worked and the employee will reduce their wage by the sum of one (\$0.01) cent per hour worked to the newly created Mahoning Valley Construction Coalition. The contribution is to begin on January 1, 2011, provided the organization is established and the parties to this contract mutually agree the organization has enough commitment from the other Building Trades members to be viable. The contribution can be stopped annually on June 1st, provided one of the parties to this agreement notifies the other party sixty (60) days prior to June 1st of their desire to terminate the contribution.

ARTICLE XXVI **BUILDING TRADES COUNCIL** **CONTRIBUTIONS**

Effective June 1, 2024, the Employer agrees to deduct from each employee's wages and to transmit to the Building Trades Council the sum of seven (\$0.07) cents for Local No. 526 Area No. 179 per hour for each hour worked by the employee during the period. Such deduction is to be made pursuant to written authorization of the individual employee.

The Employer assumes no further obligation with respect to such Building Trades Council Contribution. The Union agrees to indemnify the Employer and hold it harmless from any and all suits, claims, demands and liabilities that may arise out of or by reason of deductions and payments made pursuant to this article.

ARTICLE XXVII **CENTRAL ADMINISTRATIVE AGENCY**

All other terms and conditions of this Agreement notwithstanding, it is agreed by the parties hereto that in order to simplify collection, administration and disbursement of the various employer payments and deductions required by this agreement, that all such payments and deductions shall be forwarded monthly to the:

Central Administrative Agency
3660 Stutz Drive
Suite 101
Canfield, Ohio 44406

The complete accounting of all the hourly rate payments and deductions shall be executed on the monthly report forms furnished and/or authorized by the Central Administrative Agency.

Hourly rate payments and deductions to be accounted for on the monthly report are:

- (1) Health and Welfare Fund
- (2) Pension - Local No. 179
- (3) Annuity
- (4) Medical Reimbursement
- (5) Construction Advancement Program (CAP)
Union Dues
- (6) Building Trades Contribution
- (7) United Way
- (8) Apprenticeship
- (9) International Working Dues

ARTICLE XXIII **ANNUITY**

The parties to this agreement agree to the union's participation in the Three Rivers Annuity Fund. Effective June 1, 2024 Employers shall contribute four dollars and ninety cents (\$4.90) per hour for each hour paid.

ARTICLE XXIX **SUB-CONTRACTORS CLAUSE**

This agreement shall bind all subcontractors while working for a contractor upon whom this agreement is binding. Any contractor who sublets any of his work must sublet subject to this agreement.

ARTICLE XXX **AGREEMENT VALIDITY**

In the event that any provision of this agreement shall be at any time declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

ARTICLE XXXI **UNITED WAY**

In consideration of the mutual undertakings contained in this agreement, with particular reference to the improvement in economic benefits negotiated between the parties, it is agreed that the employees shall contribute to the United Way Fund the sum of one (\$0.01) cent per hour for each hour paid for each employee covered by this agreement.

Accordingly, the employer shall deduct and each employee shall contribute for such purpose one (\$0.01) cent for each hour paid to the respective employee, the employee contribution to be deducted by his employer from wages otherwise due such employee hereunder.

Subject to the reporting and other requirements of Article XXXI hereof, each employer shall periodically pay the sum of one (\$0.01) cent per hour paid, including employee's contributions to the Central Administrative Agency, 3360 Stutz Drive, Canfield, Ohio 44406, for allocation and payment to the appropriate United Way Fund.

ARTICLE XXXII
SAVINGS FUND

The Employer shall deduct and deposit into the Cement
Masons Savings Fund two dollars and twenty-five cents

for each hour worked

(\$2.25) paid to each employee in the area
covered by this agreement.

The Savings Fund money shall be available starting
December 1st.

ARTICLE XXXIII
DRUG & ALCOHOL ABUSE PROGRAM

I. POLICY STATEMENT

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs for the Concrete Industry, and the signatory union has a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, alcohol-free, safe, health work environment for all of its employees.

II. DEFINITIONS

- a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

- b. **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used

by an employee on the job.

- c. **Employee** - Individuals, who perform work for concrete contractors including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- e. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f. **Reasonable Cause** - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. CONFIDENTIALITY

- a. All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance program in dealing with the illness. An employee assistance program will provide

guidance and direction for you during your recovery period. If you volunteer for help,

the company will make every reasonable effort to return you to work upon recovery. The company will also take action to assure that your illness is handled in a confidential manner.

- b. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

- 1. **Rules** - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive prohibited substances on or at the job site; or
 - b. Report to work with any measurable amount of prohibited substances in their systems.

- 2. **Discipline** - When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of drugs or drug paraphernalia will be terminated.
- e. Employees found selling or distributing drugs will be terminated.
- f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

- 3. **Prescription Drugs** - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary.

The company will attempt to accommodate your needs by making an appropriate reassignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit or duty by the prescribing physician.

4. **Grievance** - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

V. DRUG - ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident, incident or if there is a work-place injury;
- d. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period;

- e. Employees may also be tested on a voluntary basis.
- f. If a customer requires drug testing prior to the start of the job, the employees will be notified and then tested at the employer’s expense. Any employee who declines to be tested will not be employed on the job and waives all rights against the employer and the customer.
- g. If the employer opts he may utilize the Ohio Bureau of Workers’ Compensation Discount Program.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post-accident investigation only.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a substance abuse problem, the company and union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health & welfare/insurance program.

If the treatment necessitates time away from work, the company shall provide for the employee an unpaid

leave of absence for purposes of participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in the policy and program.

ADDENDUM A
CEMENT MASON TRAINEE

During the term of this agreement, the Employers and the Union hereby agree to the established classification of employee known as a Cement Mason Trainee. A Cement Mason Trainee is an individual who is not yet qualified to be considered a journeyman Cement Mason, yet has attained some skill in the trade. Individuals in this category will receive a rate of pay as agreed upon by the employer, employee and the union following an on-the-job evaluation of skills and a fringe package that includes a pension contribution, a health and welfare contribution and a CAP contribution. The individual will receive increases in his pay based upon his increasing skill level as evaluated and agreed upon by the employer, employee and the union.

Signed: June 1, 2024

**BUILDERS ASSOCIATION OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

**By THE CONCRETE CONTRACTORS DIVISION
OF THE BUILDERS ASSOCIATION**

By: _____ By: _____
Kevin Reilly Gary Hartman

By: _____ By: _____

**FOR THE BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN PENNSYLVANIA**

By: _____
KEVIN REILLY
EXECUTIVE VICE PRESIDENT

**OPERATIVE PLASTERERS &
CEMENT MASONS INTERNATIONAL UNION
LOCAL NO. 526 AREA NO. 179**

By: _____ By: _____
CAMERON RUPERT KENNETH HARMON

By: _____
CRAIG WOJTOWICZ

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and the Concrete Contractors Division thereof, and Local No. 526 Area No. 179, Operative Plasterers & Cement Masons International Union, regarding Cement Masons, which is dated June 1, 2024, 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 and all extensions and amendments.

Employer: _____

Address: _____

Phone: _____

By: _____
Authorized Representative Signature and Print

Local Union No. 526 Area No. 179 O.P. & C.M.I.A.

By: _____
Authorized Representative Signature and Print

Title: _____

Date: _____

