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Title: **Labor Relations Division, Ohio Contractors Association (Heavy – Highway Agreement) and Operative Plasterers and Cement Masons International Association of the United States and Canada (OPCM), AFL-CIO, Locals 132, 109, 404, 886, 179, 39 (2004)**

K#: **8788**

Employer Name: **Labor Relations Division, Ohio Contractors Association (Heavy – Highway Agreement)**

Location: **OH**

Union: **Operative Plasterers and Cement Masons International Association of the United States and Canada (OPCM), AFL-CIO**

Local: **132, 109, 404, 886, 179, 39**

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2004-2007

OHIO HIGHWAY/HEAVY/ MUNICIPAL & UTILITY STATE AGREEMENT

The Labor Relations Division of the Ohio Contractors Association

And

The Operative Plasterers' and Cement Masons' International Association of the United States and Canada

AFFILIATED WITH THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT OF THE A.F.L.-C.I.O.

EFFECTIVE

MAY 1, 2004–APRIL 30, 2007

39 pages

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STATEMENT OF POLICY

1. It is mutually recognized that this Agreement is the result of cooperative effort between the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION, and THE OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION of the UNITED STATES AND CANADA, an effort to secure more stabilized and harmonious workingconditions for the employee employed, and having been carefully considered and its terms arrived at by collective bargaining, it is the duty of both Contractor and Representatives of the Union to accept the terms of this Agreement as arrived at, as being those to be enforced during the life of the Agreement, and that both Contractor and Representatives of the Union will endeavor to carry out to the fullest extent the intent and letter of the Agreement, and will avoid any attempt to coerce the other party to change any part of the Agreement, but will at all times encourage the full compliance with all terms of the Agreement as it is when signed.

2. This Statement of Policy, which is recognized as a part of the Agreement, and the principles embodied therein, is the basis on which this Agreement has been agreed to by all the parties negotiating this Agreement and should be strictly observed.

AGREEMENT

3. This Agreement, entered into this 30th day of April, 2001, between the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION, hereinafter called the "CONTRACTOR" and THE OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION of the UNITED STATES AND CANADA, hereinafter designated as the "UNION."

4. This Agreement is negotiated by the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION, as negotiating agents only for the subscribing members, hereinafter referred to as the "CONTRACTOR." For any breach of this contract, the liability of the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION, shall be only that of Negotiating Agents acting with out liability for the acts of its individual members. The liabilities of the subscribing members shall be several and not joint. The said LABOR

RELATIONS DIVISION, OHIO CONTRACTORS ASSOCIATION, agrees to furnish to the Union a list of all members of each such organization subscribing to the terms of the written Agreement.

5. It is also understood that the above-named Union is acting only as Agent in the negotiations of this contract and that it is the Agent for its Local Unions affiliated therewith; in no event shall the International Association or Union be bound as principal or be held liable in any manner of any breach of this contract by any of the said affiliated Local Unions for whom it is acting. It is further agreed and understood that the liabilities of the Local Unions shall be several and not joint.

5.(a)The Union may extend this Agreement to Contractors who are not members of the Labor Relations Division of the Ohio Contractors Association. Such Contractors shall be bound by all of the terms and provisions of the Agreement. The extension agreement to be signed by the individual contractors will be attached hereto and known as "Acceptance of Agreement" form and shall be a form mutually agreed upon by the parties. The union will send a copy of the individual signed "Acceptance Agreement" form to the Labor Relations Division, Ohio Contractors Association. Such Contractors shall be referred to as the "Contractor," within ten (10) days from the date said individual contractor becomes signatory to this Agreement.

ARTICLE I
WAGE DISTRICTS

6. The purpose of this Agreement is to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship, so that the Contractors may have sufficient capable employees and the employees may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor-management troubles.

7. It is mutually understood that the following terms and conditions relating to the employment of employees covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Union during the terms of this Agreement and any renewal thereof.

8. This Agreement shall apply on all "Highway Construction," "Sewer, Waterworks and Utility Construction," "Industrial and Building Site," "Power Plant, Amusement Park, Athletic Stadium Site," "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction," "Heavy Construction," "Airport Construction," or "Railroad Construction" work which the Contractor performs in the State of Ohio and in the counties of Boone, Campbell, Kenton, Pendleton in the State of Kentucky, and which comes within the jurisdiction of the Operative Plasterers' and Cement Masons' International Association.

9. The Contractor shall be free to move Union employees, members of any Local Union of the Operative Plasterers' and Cement Masons' International Association from and to any construction project in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in the State of Kentucky.

10. At any time an Agreement is made by the Union covering the State of Kentucky and including the four (4) Kentucky counties listed under the jurisdiction of this Agreement, then the Kentucky Agreement will supersede this Agreement for the Counties of Boone, Campbell, Kenton and Pendleton in the State of Kentucky.

11. Employees are to be paid the wages agreed to in the Districts as hereinafter provided, without any discount, and in return, the Contractors are to receive a fair and honest day's work without any slowing down or stoppage of work.

12. The AGREEMENT applies to the entire State of Ohio and to the counties of Boone, Campbell, Kenton and Pendleton in the State of Kentucky which, for the purpose of establishing wage rates shall be provided in Exhibits A & B.

13. Wages rates and districts set forth in Exhibits A & B shall be made a part of this Agreement.

14. The Contractor will designate a Journeyman Cement Mason in his employ as a Lead Cement Mason after one (1) Cement Mason is employed by the Contractor and such employee will receive 2.5% above the Journeyman rate.

ARTICLE II
WORK SCOPE

15. This Agreement does not apply to any operations or

business in which any Contractor engages except for construction work as defined herein

16. The word "work" when used herein means "Highway Construction," "Sewer, Waterworks and Utility Construction," "Industrial and Building Site," "Power Plant, Amusement Park, Athletic Stadium Site," "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Construction," "Heavy Construction," "Airport Construction," or "Railroad Construc-tion" work as hereinafter defined.

17. "Highway Construction" work is defined as including, but not limited to, the construction of roads, streets, parkways, expressways, turnpikes, parking areas, rest areas, roadside parks, guardrails, fences, bridle paths, athletic fields, highway bridges, drainage structures, grade separations involving highways, and including all work necessary to provide a facility to accommodate vehicular or pedestrian traffic.

18. "Sewer, Waterworks and Utility Construction" work is defined as including construction of storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting waterworks and/or sewage disposal plants are included within this definition.

19. "Industrial and Building Site" work is defined as including work which is included inside the property line, but outside the actual building construction and shall include, but is not limited to all the grading and excavation of the site, and shall include all work connected with the installation of sewer lines, drainage lines, water lines, gas lines, telephone and television conduit, underground electric lines, and similar utility construction, and work on parking lots, bridges, road, streets and sidewalks, but shall not include the actual excavation for the buildings, for foundations and footers on construction of the buildings.

20. "Power Plant," "Tunnels, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility con-

struction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, founda-tions or footers in construction of the buildings and or stadiums.

21. "Pollution Control," "Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

22. "Heavy Construction" work is defined as including, but not limited to, foundations, abutments, retaining walls, shafts, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydroelectric development, transmission lines, locks dams, dikes, levees, revetments, channel cutoffs, intakes, jetties, breakwaters, docks, and harbors.

23. "Airport Construction" work includes paving, drainage, fences, driveways, parking areas and similar work incidental to the construction of airfields, but excluding the construction of buildings.

24. "Railroad Construction" work is defined as including drainage, and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

25. Any work under paragraph 20 or paragraph 21 shall be paid at the rates set forth in Exhibit B.

26. The Cement Masons jurisdiction is defined as including but not limited to the following: screening and finishing of all concrete surfaces, stamping of concrete; washing of all concrete construction including staining, using any color pigment when mixed with cement; straight edging; troweling; edging; rubbing, including the application of all cementious water proofing, materials; application of epoxy for concrete repairs; and application of all troweled epoxy systems including preparation.

Sidewalks, curbs, driveways, and approaches when let in conjunction with buildings shall not be included in this Agreement. Sidewalks, curbs and gutters when let in conjunction or

when involved with any work as provided under the work scope shall be within the work scope of this Agreement.

27. "Contractor" where used in this Agreement means any person, firm or corporation while engaged in "Highway Construction," "Sewer, Waterworks and Utility Construction," "Industrial and Building Site," "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction," "Heavy Construction," "Airport Construction," or "Railroad Construction" work in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the employees required.

28. Employees shall not include engineering, clerical employees, timekeepers, superintendents, assistant superintendents, nor any supervisory personnel, and such personnel shall not perform work within the bargaining unit except if such personnel is a member of the Cement Masons Union.

ARTICLE III
EMPLOYEE RIGHTS-CONTRACTOR RIGHTS

29. The Contractor is to be the sole judge as to the satisfactory performance of work by an employee, and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health, safety and protection of his employees. No Cement Mason shall be discharged except for just cause.

Training of Employees

In accordance with applicable OSHA safety & health standards requiring safety training and education, the union shall make available to each union member the 16 hour STP "Safety Training Program" certified by the U.S. Department of Labor in its training and upgrading program. The contractors shall by company policy encourage or require the employee to obtain all training available.

Accident and Injury free operations shall be the goal of all Employers and the employees will, to the best of their ability, abide by, and live up to the requirements of the several State and Federal construction safety codes and regulations.

To this end the Employer shall from time to time issue rules and notices to his employees regarding on-the-job safety

requirements. Any employee violating such rules or notices may be subject to disciplinary action.

29.(a) The Union agrees that the contractor may implement a program to aid in maintaining a drug free work place. This program will provide for testing under probable causes and governmental requirements, D.O.T. physicals, etc. The parties recognize the problem that drugs and alcohol abuse have created in the construction industry and agree to continue negotiations on implementing drug and alcohol abuse prevention programs that will work toward maintaining a safe workplace, free of drugs and alcohol.

1. Drug Testing: The employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

2. When requirements are set down by the Federal Government, a committee composed of Labor and Management (of equal representation) will be formed for discussion on the requirements.

3. Within two (2) weeks of reporting to the job site, each new employee may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to massive drug screening or random drug screening. Any employee who is involved in an on-the-job accident resulting in injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol

and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive findings. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purpose of drug and alcohol rehabilitation. If the employee is eligible, such rehabilitation programs are covered under the Ohio conferecne of Plasters' and Cement Mansons' Health and Welfare Fund.

The employee shall be removed from the employer's job site. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer.

If the employee was reinstated he/she shall for the next succeeding twelve (12) month period, present to the Company Representative monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her availability to be sent to a job site or if working, to be removed from work.

4. Upon request, the Contractor will submit its drug testing policy to the local Union.

30. The number of men to be employed is also at the sole discretion of the Contractor. A Contractor shall not be hindered or prevented in using any type or quantity of machinery,

tools, or equipment, nor shall there be any limitation upon the amount of work which an employee shall perform during the working day. The Union signing this Agreement will be the sole bargaining representative for all employed on the work covered by this Agreement.

31. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein or in the schedules of labor made a part hereof will be of any force or effect upon any party hereto.

32. The authorized representatives of the Union may visit jobs during working hours, but must not hinder or interfere with the progress of work. The Union representative may conduct Union business including meetings with the job Steward, checking membership, signing dues deduction cards, but he must report to the job superintendent prior to visiting the job.

33. The Contractor agrees to furnish rain gear when needed. The employees shall be responsible for returning such equipment. When an employee is furnished rain gear and then refuses to work under existing weather conditions, it is agreed the Contractor will not be liable for any reporting of work guarantee pay.

34. The Contractor recognizes that the Union may appoint a Steward on a project. The Steward shall be appointed from the employees employed on the project. The Union shall notify the Contractor of the Steward so appointed. It is understood that the steward shall be employed until the completion of the work.

Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action that would be in violation of this Agreement.

ARTICLE IV
UNION SECURITY

35. The Contractor recognizes and acknowledges that The Operative Plasterers' and Cement Masons' International As-sociation of the United States and Canada, is the sole representative of all employees in the classification of all work under their jurisdiction covered by this Agreement, for the purpose

of collective bargaining. The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association, as the sole bargaining agent for work as defined herein for area outlined.

36. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Union on the effective date of this Agreement shall continue their membership in the Union in good standing for the duration of this Agreement. All employees who are not members of the Union and all persons who hereafter become employees shall become members of the Union on the eighth (8th) day following the beginning of their employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

37. When the Contractor needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants. The Contractor shall be required to hire applicants which he has requested from the Local Union and the applicants have been sent to the job by the Union unless the applicant has been rejected previously or discharged by the Contractor.

38. The Union must notify the Contractor in writing of any default on the part of an employee to pay said initiation fees and membership dues of the Union and if said employee has not paid said initiation fees and/or membership dues within seven (7) days from the receipt of said written notice, the Contractor shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members. Further, all employees who fail to maintain their Union membership as above provided shall be similarly discharged by the Contractor upon written notification from the Union to discharge said employee. The Contractor shall be held harmless from all liability as a result of the application of this provision.

ARTICLE V
PRE-JOB CONFERENCE

39. The Contractor agrees that in the employment of Cement Masons to perform work within their jurisdiction under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union, providing the employment is in accordance with the terms of this Agreement, the Union shall at all times, when requested by the Contractor, use its best efforts to furnish the Contractor with competent workers.

40. It is agreed that upon the request of either party a pre-job conference must be held at least 48 hours prior to commencing work wherein the following items will be discussed:

a) The Contractor will advise the Local Union representative of the Contractors requirement of necessary employees in the classifications of work under this Agreement and the Local Union will determine and advise the Contractor of the ability of the Local Union to fulfill such requirements when requested.

b) Work schedules.

c) Questions of jurisdiction and assignment of work.

d) The Contractor agrees that wherever possible at such pre-job conference he will notify the Union of any subcontractors, and the nature of the work to be performed by the subcontractors.

e) Either party may call for conference five (5) days prior to the starting of concrete work.

It is understood and agreed that no agreement may be made at the pre-job conference which will in effect change, modify, or abrogate the Labor Agreement in effect between the two parties hereto.

41. If, in the opinion of the Contractor, it is practical to the Contractor's operation, he shall hire local area Cement Masons when additional Cement Masons are needed. However, this will not be used to discriminate against the Contractor's regular employees.

NONDISCRIMINATION

42. The Union and the Contractor agree that the hiring of employees and any referral of employees by the Union and the employment of employees by the Contractor shall be non-dis-

criminatory and without regard to race, color, religion, national origin or ancestry. The Union and the Contractor shall fully comply with all the requirements contained in Executive Order Nos. 11114 and 10925 and will comply with all rulings promulgated by the Committee on Equal Opportunity established thereunder. The Union further agrees to furnish a Contractor, at his request, the statement and data required by Section 302D of Executive Order No. 10925.

43. The hiring of new employees and the discharging of employees shall be in accordance with the National Labor-Management Relations Act of 1947.

MANAGEMENT RIGHTS

44. Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Company reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

No employee shall be discharged for defending his rights under this agreement.

ARTICLE VI
WAGE DEDUCTION

45. The Contractor agrees to deduct Union dues and the original initiation fee for any employee who voluntarily and individually authorizes the deduction. It is understood that since this Agreement covers the State of Ohio and the Counties of Boone, Campbell, Kenton and Pendleton in the State of Kentucky and jurisdiction of more than one Local Union whose membership dues and initiation fees may differ, each Local Union covered by this Agreement will furnish to the employees proper payroll deduction authorizations properly signed by the employee, the Contractor will make the required deductions. The deductions will be paid to the Secretary-Treasurer of the employees' home Local Union. The Union agrees to notify the Contractor of any increase or decrease in the amount of the required deduction at least thirty (30) days prior to the effective date of said change.

a) The Contractor will deduct Annuity Savings and/or Vacation Pay from the employee's pay when it is authorized in writing by the employee. Contractors shall make payment of such deducted Annuity Savings and/or Vacation Pay as directed by the Local Union. Any changes in

the amounts of Annuity Savings and/or Vacation Pay to be deducted must be authorized by the employee and the Contractor given at least sixty (60) days advance notice of such change in the amount.

ARTICLE VII
HOURS OF WORK AND OVERTIME RATES

46. Eight (8) hours shall constitute a day's work. The work-week shall begin on Monday a.m., and shall end whenever the employee has completed forty (40) hours. The days's starting time and the number of hours to be worked for each individual employee shall be at the discretion of the Contractor. The day shift starting for employees hall not be later than 8:00 a.m., except for concrete sawman who shall be a Journeyman Cement Mason and whose starting time shall be determined by conditions and progress of concrete pour on the job. If an employee other than the concrete sawman is required to commence a day shift later than 8:00 a.m., such employee shall be paid under Reporting Pay as provided for in Paragraph 53.

The starting time for night shift operations shall be no later than 8:00 p.m., unless such later starting time is for reasons beyond the control of the Contractor. All other conditions remain the same as day shift.

For pay purposes the employee's work week shall commence at the starting time of his shift on Monday and shall end on the completion of the fifth (5th) day eight (8) hour shift, i.e., this would provide that a shift commencing at 6:00 p.m. on Monday evening with a completion time of 2:30 a.m., the employee would work five (5) shifts under this schedule of eight (8) hours without receiving any overtime pay unless a holiday falls within. The Union will consider and review a special starting time on projects where job conditions are beyond the control of the Employer. Any change in the starting or quitting time or adjustment of the work day shall be by mutual agreement between the Employer and the Local Union.

46. (a) Where project owners establish specifications or requirements that limit the days or hours in which work may be performed, the employer, after advance notice to the union, may start the workweek after 6:00 p.m. on Sunday at straight time rates. In applying the schedule, Sunday, p.m. will be con-

sidered Monday, the following Friday will be considered Saturday, (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh days as to Saturday and Sunday respectively. This schedule shall be applied by the week.

47. When a Contractor is commencing a two (2) shift or three (3) shift operation, he shall notify the International Union Representative and/or the Local Union representative, and they may request a meeting to discuss the new shift arrangement.

48. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours except a provided herein. All work performed by an employee in excess of eight hours in any one day shall be paid for at the rate of one and one-half (1½) times the regular rate.

49. The Contractor shall have the option of scheduling work on the basis of four (4) ten (10) hour days Monday through Thursday except Friday can be scheduled as a makeup day, in the event time is lost due to inclement weather material shortage or any other conditions beyond the contractors control. When employees are scheduled to work on a four (4) ten (10) hour day schedule time and one-half (1½) shall be paid for all hours over ten (10) in one day.

In the event a Contractor cannot supply four (4) ten hour days, the Cement Mason shall be paid under the eight (8) hour schedule. It is understood that this schedule payment change is not to be implemented for reasons of inclement weather, material shortage or other conditions beyond the control of the Contractor.

The Contractor shall notify the Union when he schedules work on a four (4) ten (10) hour day basis and will hold a pre-job conference with the Union, if requested by the Union.

In the event two shifts are used, Section 54 is modified from eight (8) hours to ten (10) hours.

In the event an employee is hired for one day, he shall be paid under the eight (8) hour schedule.

50. One and one-half (1½) times the regular rate of pay shall be paid for all work performed on Saturday, except that when the employer is working a 5–8's schedule and time is lost by a crew during the regular work week, Monday through Friday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner beyond the control of the

employer, this time may be made up by the entire crew on Saturday at the regular rate of wages. However, if any other craft employees on the crew are compensated at time and one-half ($1^1/_2$) for the Saturday work in question, the Operative Plasterers and Cement Masons shall be compensated at the same premium rate.

51. For all time worked on Holidays and on Sundays, the employees shall be reimbursed at the rate of double time.

52. The following days are recognized as holidays: Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, if one of the recognized Holidays falls on Sunday, Monday shall be the recognized holiday under the terms of this agreement.

No work shall be done on Labor Day except in extreme emergencies.

53. If an employee reports for work on any workday and is not put to work on that day, he/she shall be paid two (2) hours pay for reporting to work unless he has been previously notified not to report for work. In order to be paid the reporting pay, the employee must report to work at the starting time of the shift and be available for work and remain on the job site up to two (2) hours, unless released by the Contractor.

Employees who commence work shall be guaranteed four (4) hours pay and employees who work past four (4) hours shall be guaranteed eight (8) hours pay, except if the Contractor is unable to furnish work because of weather or other causes beyond the Contractor's control in which case the employee will be paid two (2) hours pay or actual hours worked, whichever is greater.

An employee being paid under these circumstances may be required by the contractor to remain on the job for the length of the time for which he is paid.

It shall be the responsibility of the employee to furnish to the Contractor the telephone number at which the employee may be called regarding reporting to work.

Each employee will be provided with an opportunity for lunch between the hours of 11:00 a.m. and 1:00 p.m. On shift work, the employees shall have lunch period between the 3rd and 5th hour. If the opportunity is not provided for the employee to stop work and take an uninterupted 30 minute lunch period, the employee shall be paid for one-half (½) hour at the

rate of time and one-half (1½) during the first eight hours of his work shift.

54. Where shift work is performed in any 24-hour period, the starting time of the shifts shall be left to the discretion of the Contractor. Where two shifts are employed, eight (8) hours shall constitute a day's work for the first, and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, seven and one-half (7½) hours shall constitute a work-day for each shift and they shall be paid for eight (8) hours.

55. In the event there is a construction contract extending into two Districts, the rate of pay for the entire construction contract shall be that of the district commanding the highest wage scale.

56. No employee shall be refused sufficient time off, without pay, from his work on National and State Election Days in order that he may exercise his right to vote. This shall in no way act to the prejudice of such employee.

ARTICLE VIII
FRINGE BENEFIT FUNDS

HEALTH AND WELFARE FUND

57. Effective May 1, 2004, the Employer agrees to contribute the sum of three dollars and fifty cents ($3.50) for each hour worked for each employee covered by the terms of this Agreement to the Ohio Conference of Plasterers' and Cement Masons' Health & Welfare Fund.

APPRENTICESHIP FUND

58a. The parties to this Agreement hereby create and establish the OCA and Cement Masons Apprenticeship and Training Oversight Committee (the "Oversight Committee"). The purpose of this Oversight Committee is to obtain information concerning receipts of, and monitoring contributions into, apprenticeship and training funds that are located in the State of Ohio or whose purpose is to provide training for employees covered by this Agreement to work within the State of Ohio.

The purpose of the Oversight Committee is also to establish and verify that the Funds provide training for apprentices and journeyworkers throughout the State of Ohio.

Contributions to the Funds by this agreement shall be made to the Administrator as designated by the Oversight Com-

mittee. The Administrator shall direct the Funds into these apprenticeship and training committees that have agreed to carry out the purposes established by the OCA and Cement Masons Apprenticeship & Training Oversight Committee.

Each employer obligated to the terms of this Agreement shall become a participant and party to the Trust Funds designated by the OCA and Cement Masons Apprenticeship and Training Oversight Committee.

58b. Each employer obligated to this agreement shall make contributions in the sum of thirty cents per hour ($.30) for each hour worked by each employee covered by the terms of this Agreement into the Apprenticeship and Training Funds of the employee's home Local Union.

58c. To the extent that apprentices are available, the contractor will employ one (1) apprentice for every four (4) journeyworkers. If there are four apprentices, one shall be a first year apprentice. To the extent that apprentices are available, the contractor may employ up to one apprentice for every two journeyworkers.

59. The Labor Management and Education Committee ("LMEC") hereby accepts and becomes a part of the terms of the Agreement of the OCA and Cement Masons Apprenticeship & Training Oversight Committee ("the Oversight Committee"). LMEC represents and warrants as follows; That it is a bona fide duly established Labor Management Committee, qualified under Section 302(c)(9) of the National Labor Relations Act as such a committee, has received status as a tax exempt organization under Section 501(c)(6) of the Internal Revenue Code; qualified to train, provide research and development and labor management relations program, apprenticeship training for employees in masonry or bricklayer industry, will provide a copy of its trust agreement and approved Apprenticeship Standards. That it will provide the Oversight Committee, not less than annually, reports of its fund activities, including report of how it trains apprentices and journey workers of the union, how its funds are expended for training including its activities in the State of Ohio.

60a. Each Joint Apprenticeship Committee ("JAC") of the Fund hereby accepts and becomes a part of the terms of the Agreement of the OCA and Cement Masons Apprenticeship and Training Oversight Committee (the Oversight Committee).

60b. The JAC represents and warrants that it is a bona fide and duly established Joint Apprenticeship Committee established pursuant to Section 302(c)(6) of the Labor Management Relations Act and qualifies for tax exempt status under Section 501(c)(6) of the Internal Revenue Code. It is certified by the Bureau of Apprenticeship Standards and complies with state and federal requirements for apprenticeship training. It recruits and obtains qualified individuals to serve as apprentices in its fund. It will provide the Oversight Committee a copy of its trust agreement, and approved apprenticeship standards.

60c. The JAC and the LECET Funds warrant that they will accept contributions of those signatory to an agreement between the Labor Relations Division of Ohio Contractors' Association, The Operative Plasters' and Cement Mason's International Association of the United States and Canada, Affiliated with Building and Construction Trade Department of the AFL-CIO into its fund pursuant to the same terms and conditions extended to all contributing employers.

That they do not discriminate, and takes affirmative action to assure, that apprentices are employed without regard to race, religion, creed, sex, or national origin. That they accept the Oversight Committee requirements.

That if it fails to abide by its commitments set forth herein, it will no longer be eligible for contributions pursuant to the agreement established by and between the Ohio Contractors Association Labor Relations Division ("ORC-LRD") and the Operative Plasterers and Cement Masons, International Union of the United States and Canada, Affiliated with the Building and Construction Trades of the AFL-CIO (the "Union"), and that upon such failure, any contributions shall be withheld by the administrator at the direction of the Oversight committee. Such contributions shall be delayed or redirected at the discretion of the Oversight Committee.

PENSION FUND

61. The Employer shall contribute, effective May 1, 2004, three dollars and fifty-cents ($3.50) per hour into one of the following pension funds:

Ohio Local No. 1 Operative Plasterers and Cement Masons Pension Fund

Operative Plasters and Cement Masons Local 109 Pension Fund

Operative Plasters and Cement Masons Local 179 Pension Fund

Cement Masons Local No. 524 Pension Fund

Operative Plasters and Cement Masons Local 886/404 Pension Fund

Said payments shall be made to a third party depository ("Depository") selected by the parties to this Agreement. Upon receipt of the contribution, the Depository shall, as soon as possible, transfer the Employer's contribution to the "Home Pension Fund" designated in writing by the employee on whose behalf the Employer made said contributions. If an employee has not designated a "Home Pension Fund", said Employer's pension contributions shall be transferred to the pension fund from the above listing that is sponsored by the Local Union, in which geographical jurisdiction, the majority of the employee's hours are worked in the month for which said pension contribuitons are due and payable.

62. A Board of Trustees shall jointly administer each of the Pension Funds set forth in paragraph 61, herein, The Union and participating Employer Associations (collectively) shall each designate an equal number of Trustees for each Fund. The Trustees shall administer said Funds in accordance with the terms and provisions of the Agreements and Declarations of Trust, and all amendments and addenda to date thereof for each fund. The Trust Agreements of the above listed Pension Funds to which contributions are made are herein incorporated by reference and expressly made a part of this contract.

63. Reports on employees, and payments to the Funds, 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 20th 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 Employee 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.

64. Failure to comply with the provisions of this Article and these Trust Agreements as may be amended by the Trustees, and to which the Employer makes contributions, 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 delinquincy prior to the Union's withholding it services form the Employer.

65. Employers who are declared delinquent in payment of Fringe Benefit contributions payments will be required to post a cash bond to guarantee future payments to the Fringe Benefit Fund. The amount of the cash bond required shall be determined by the Board of Trustees of the Fund to which delinquent payment is due.

The Union will not furnish Union employees to work for a Contractor who has been declared delinquent in payments to the Fringe Benefits Board of Trustees.

66(a). Under the terms of this Agreement, the Employer shall pay all fringe benefits, as set forth in Article VIII, as Employer contributions for the Health & Welfare Fund, all Pension Funds listed above, Annuity Funds and Apprentice Funds. As of May 1, 2004 all Fringe Funds are to be paid to the Depository, which is Cement Masons Fringe Fund Office, P.O. Box 44446, Niles, Ohio. The parties by mutual written agreement may change the Depository.

It is further understood that in the event that for some proper and lawful reason it is determined to discontinue payment of any amounts which have been apportioned to said fringe benefits, then such discontinued contributions or payments shall be reinstated and added to and become a part of the total of the hourly wage rate provided for in this Agreement.

66(b). 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.

66(c). Upon the timely payment with the appropriate reporting forms by the Employer to the Depository, the Employer ceases to have any further liability regarding fringe benefit contributions to the above listed Pension Funds and/or individual employee on whose behalf the contributions were made.

ARTICLE IX
CONTRACTORS CONSTRUCTION ASSOCIATION DUES

67. Each Employer bound by this Agreement shall pay the Contractors construction Association dues of fourteen cents ($.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construc-tion Association dues will be provided by the Ohio Contractors Association.

67(a). Each Employer bound by this Agreement shall pay the Industry Promotion Fund of five Cents ($.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

67(b). Administrative Fee: Each employer bound by this agreement who is not an OCA member shall pay an administration fee of five cents ($0.05) per hour for each hour worked by employees of the employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

68. The Union shall have no participation of control of any kind or degree whatever nor shall the Union be connected in any way whatever for the Contractors Construction Association dues, funds or fees.

69. Should the Employer bound by this Agreement not agree to pay dues to the Contractors Construction Association he shall, in lieu thereof, remit an additional fourteen cents ($.14)

per hour to the Apprenticeship Fund for a total of forty-four cents ($.44) per hour for each hour worked within the bargaining unit defined herein. Such payments by check shall be remitted on a monthly basis with regular fringe benefit contributions.

70. Employers making the additional Apprenticeship contributions shall so indicate in the space provided on the form entitled "Acceptance of Agreement." It is expressly understood that unless the additional contribution mentioned in Paragraph 69 is indicated on the "Acceptance Of Agreement" form the Employer will abide by the terms of Paragraph 67.

71. The Employers will hold the Union harmless from any liabilities because of said additional Apprenticeship Fund payment.

ARTICLE X
PAY PRACTICES

72. All wages shall be paid weekly to employees on or before quitting time on the payday set by the Contractor. Newly hired employees shall upon request, after a period of at least four (4) days worked, be granted at least two (2) days of his wages, to offset the week's holdback, and to insure a weekly payday by the Contractor.

73. Reporting pay or work guaranteed provision will not apply when an employee reports for his paycheck on a day the employee is not scheduled for work.

74. If an employee is discharged he/she shall be paid by the employer in full immediately or the wages will be mailed and postmarked by the end of the next business day following the termination. Any laid off or terminated employee who is not paid in full within the above stated time limit (determination shall be the official U.S. Postal Service Postmark) will receive $25.00 pay plus an additional $25.00 pay for each day his check is not received or postmarked up to a maximum payment of $100.00.

75. If an employee quits of his own accord, he shall wait for his pay until the next regular payday.

76. Should a Contractor deem it necessary to stop his concrete work for a period of more than two (2) days, thus causing him to not keep Cement Masons employed, Cement Mason employees, may, upon request, be considered discharged,

thereby being eligible to come under Paragraph 74 of this ARTICLE and to be free to seek other employment.

77. Employees who are working for a Contractor, in other than their Local residence area, thereby necessitating them to pay room and board, shall, upon request, be granted their release if the Contractor is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

ARTICLE XI
GRIEVANCE PROCEDURE

78. There shall be no stoppage of work because of any difference of opinion or dispute which arises between the Union and the Contractor. It is understood that either a union member, the Union or a Contractor may file a grievance.

In the event any difference of opinion of any grievances concerning interpretation of the Agreement arise during the term of this Agreement, an earnest effort shall be made to settle the differences or grievances in the following manner; it being specifically agreed that an employee failing to report a grievance to the Business Agent within two (2) weeks, the grievance shall be deemed waived and abandoned:

Step 1– The Local Union Business Representative shall meet with the Contractor Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days of the meeting then:

Step 2– The difference of opinion or grievance may be referred to the State Joint Committee consisting of four (4) members, two (2) to be appointed by the Labor Relations Division of the Ohio Contractors Association and two (2) from the OP&CMIA. If the Local Arbitration Committee *is unable to resolve the dispute within three working* days, a letter shall be sent to the American Arbitration Association requesting binding arbitration.

Step 3– The Grievance shall then be referred to an Arbitrator selected by the Committee referred to in Step 2. If no agreement is reached by the State

Joint Committee on the naming of an Arbitrator, then the rules of the American Arbitration Association for selecting an Arbitrator shall be final and binding on all parties and expenses of the Arbitrator shall be borne equally by each party to this Agreement.

78 (a). Grievance settlements and/or determinations reached in any and all steps of the grievance procedure shall be final and binding upon the parties. After Step 1, all settlements and/or determinations shall be signed by the employee and/or union representative and the employer and/or employer representative.

ARTICLE XII
NO STRIKE-NO LOCKOUT

79. The company shall not cause, permit, or engage in any lockout of its employees during the term of this Agreement.

80. The Union shall not authorize, cause, engage in, sanction, recognize or assist, nor will any employee take part in any slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at or around the company's office or work locations during the term of this Agreement.

81. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No Jurisdictional picket line shall be recognized.

ARTICLE XIII
DETERMINATION OF JURISDICTIONAL DISPUTES

82. There shall be no work stoppage, slowdown of work or threats of work stoppage or slowdown over work jurisdictional disputes.

83. A Subcontractor shall make assignment of work for

any work performed by the subcontractor's employee. Any dispute over jurisdiction occurring as a result of subcontractor's assignment will not involve the general contractor.

84. Where a decision or agreement of record applies to the disputed work the Contractor involved will assign the work in accordance with such agreements. Where no agreement applies the Contractor shall assign the work in accordance with the practice in the Highway/Heavy construction industry for the State of Ohio.

85. If the Union contends that the wrong work assignment has been made, then the Union will notify the Contractor of their work jurisdictional claim. If the dispute cannot be resolved on the job between the Contractor and the contesting Union, then a meeting shall be held between the International Unions involved, the Ohio Contractors Association, Labor Relations Division, and the Contractor and an attempt will be made to resolve the dispute at this meeting. If no settlement is reached under the procedure listed above, the dispute shall be submitted to the National Impartial Joint Board for the Settlement of Jurisdictional Disputes. Any decision or interpretation of the Impartial Board shall be accepted and complied with by all parties in this Agreement.

ARTICLE XIV
SUBCONTRACTOR PROVISION

86. It is agreed that all subcontractors shall be subject to the terms and provisions of this agreement as it relates to the work of the OP & CMIA.

ARTICLE XV
MORE FAVORABLE RATE

87. If the Union shall furnish employees to any Contractor within the State of Ohio, or within the Counties of Boone, Campbell, Kenton and Pendleton in the State of Kentucky, upon any more favorable wages, hours, terms or conditions shall automatically be extended to the Employer.

Any Contractor signatory to this Agreement working in the State of Kentucky in the counties of Boone, Campbell, Pendleton and Kenton shall use the established prevailing Kentucky rate at the time of the letting for the duration of the project.

It is further agreed that the Union will consider for above

mentioned Kentucky counties more favorable terms or conditions and will automatically be extended to the employer providing a pre-job conference will be held prior to job starting.

ARTICLE XVI
SAVINGS AND SEPARABILITY

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

89. In the event any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, said clause, term or provision shall be renegotiated to the mutual satisfaction of the parties; but, during such renegotiation there shall be no interruptions of work by lockouts, strikes or other labor troubles.

ARTICLE XVII
DURATION OF AGREEMENT

90. The Union may transfer wage increases granted under this agreement to Health and Welfare, Pension, or Apprenticeship payments. The Union will, at least sixty (60) days prior to the date an increase is effective, give written notice to the Labor Relations Division of the Ohio Contractor Association so that wage rates may be modified and such wage increase transferred to Health and Welfare, Pension, and/or Apprenticeship Fund.

91. This agreement shall remain in full force and effect with any modifications or amendments until May 1, 2007 and thereafter from year to year unless either party notifies the other party at least sixty (60) days prior to expiration date or any anniversary date in writing of intent to terminate or modify this agreement.

There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the other party to be held within 15 days of notification to the other party.

IN WITNESS WHEREOF the parties have executed this Agreement on the 30th day of April, 2004.

The Operative Plasterers' and Cement Masons' International Association of the United States and Canada
Daniel J.Rauch, International Representative

Labor Relations Division, Ohio Contractors Association
Mark Sterling, Beaver Excavating Co., Chairman
Labor Executive Committee

John Neighbors, Kokosing Const. Co., Chairman Negotiating Committee

Jim Thomas, The Harper Co., Committee Member

Steve Prosek, Kokosing Construction Company, Committee Member

Mark Potnick, Director Labor Relations/OCA

EXHIBIT "A"

The following Wage Districts are effective as of May 1, 2004, with counties as shown, and Wage Rate effective on dates as shown.

District 1-Covering Counties of Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putman and Wood.

	Effective 5-1-04	**Effective 5-1-05**	**Effective 5-1-06**
Base Hourly Rate	$23.65	$24.70	$25.75
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

DISTRICT 2-Covering the Counties of Brown, Butler, Clermont, Columbiana, Defiance, Erie, Hamilton, Highland, *Huron, Lorain, Mahoning, Median, Ottawa, Paulding, Portage,* Sandusky, Seneca, Stark, Summit, Trumbull, Warren and Williams; and the Counties of Boone, Campbell, Kenton and *Pendleton in Kentucky.*

	Effective 5-1-04	**Effective 5-1-05**	**Effective 5-1-06**
Base Hourly Rate	$22.88	$23.93	$24.98
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

DISTRICT 3-The remaining Counties in the State of Ohio.

	Effective 5-1-04	Effective 5-1-05	Effective 5-1-06
Base Hourly Rate	$22.23	$23.28	$24.33
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

APPRENTICESHIP SCHEDULE

Apprentice-First Year-60% of Journeyman Rate
Apprentice-Second Year-75% of Journeyman Rate
Apprentice-Third Year-90% of Journeyman Rate

The Union reserves the right to allocate the May 1, 2005 and May 1, 2006 increases for all districts.

All work under Paragraph 17, 18, 19, 22, 23, or 24 shall be paid AT THE RATES SET FORTH IN EXHIBIT A.

All work under Paragraph 20 or 21 shall be paid AT THE RATES SET FORTH IN EXHIBIT B.

EXHIBIT "B"

The following Wage Districts are effective as of May 1 2004, with counties as shown, and Wage Rates effective on dates as shown.

DISTRICT 1-Covering Counties of Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood.

	Effective 5-1-04	Effective 5-1-05	Effective 5-1-06
Base Hourly Rate	$25.12	$26.17	$27.22
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

DISTRICT 2-Covering the Counties of Brown, Butler, Clermont, Columbiana, Defiance, Erie, Hamilton, Highland, Huron, Lorain, Mahoning, Medina, Ottawa, Paulding, Portage, Sandusky, Seneca, Stark, Summit, Trumbull, Warren and Williams; and the Counties of Boone, Campbell, Kenton and Pendleton in Kentucky.

	Effective 5-1-04	Effective 5-1-05	Effective 5-1-06
Base Hourly Rate	$23.75	$24.80	$25.85
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

DISTRICT 3-The remaining Counties in the State of Ohio

	Effective 5-1-04	Effective 5-1-05	Effective 5-1-06
Base Hourly Rate	$22.39	$23.44	$24.49
Health & Welfare	3.50	3.50	3.50
Pension	3.00	3.00	3.00
Annuity	1.40	1.40	1.40
Apprenticeship	.30	.30	.30
Contractor Dues	.14	.14	.14
O.C.I.A.	.05	.05	.05
Administrative Fee	.05	.05	.05

APPRENTICESHIP SCHEDULE

Apprentice-First Year-60% of Journeyman Rate
Apprentice-Second Year-75% of Journeyman Rate
Apprentice-Third Year- 90% of Journeyman Rate

The union reserves the right to allocate the May 1, 2005 and May 1, 2006 increases for all districts.

All work under Paragraph 17, 18, 19, 22, 23, or 24 shall be paid AT THE RATES SET FORTH IN EXHIBIT A.

All work under Paragraph 20 or 21 shall be paid AT THE RATES SET FORTH IN EXHIBIT B.

OPERATIVE PLASTERERS & CEMENT MASONS

Local	Office	Telephone
109	**Akron-Canton** Robert Hahn, B.A. 2046 S. Main St Akron, OH 44301	(330) 724-1221
132	**Cincinnati** Zeno Whittle, B.A. 1216 E. McMillian Cincinnati, OH 45206	(513) 221-1313
132	**Columbus** Joseph Ciacchi, B.A. 1347 W. 5th Ave. Columbus, OH 43212	(614) 488-8011
132	**Dayton** Terry Jones, B.A. 1407 East 3rd St. Dayton, OH 45403	(937) 222-0262
132	**Portsmouth** Steve Cordle B.A. 1242 O'Neal Dr. Rush, KY 41168	(606) 928-8053
132	**Washington C.H.** Thomas R. Blevins 777 W. Elm St. Washington C.H., OH 43160	(740) 335-2238
404	**Cleveland** Daniel Owens 1414 East 26th St. Cleveland, OH 44114	(216) 771-3929 Fax(216) 771-1572
886	**Toledo** John Mylek 4652 Lewis Ave. Toledo, OH 43612	(419) 478-2652
179	**Youngstown/Warren** Richard Seebacher. 5208 Mahoning Ave., Suite #225 Youngstown, OH 44515	(330) 799-9600
39	**Steubenville/Wheeling** Ray Parr, B.A. P.O. Box 105 Middlebourne, WV 26149	(304) 758-2105
	INTERNATIONAL REPRESENTATIVE Daniel J. Rauch 11027 Birch Pointe Dr. WhiteHouse, OH 43571	Cell (419) 467-1372 (419) 877-0495 Fax (419) 877-0383

ACCEPTANCE OF AGREEMENT
2004-2007 Highway-Heavy

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, affiliated with the Building and Construction Trades Department of the AFL-CIO, including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorized these parties to name the Trustees to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Company

Street

City State Zip Code

Company Phone Number Ohio Workers' Compensation No

Authorized Representative and Title

Date

Name of Union

Street

City State Zip Code

By

Witness

(International Copy)

ACCEPTANCE OF AGREEMENT
2004-2007 Highway-Heavy

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, affiliated with the Building and Construction Trades Department of the AFL-CIO, including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorized these parties to name the Trustees to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Company _____

Street _____

City _____ State _____ Zip Code _____

Company Phone Number _____ Ohio Workers' Compensation No _____

Authorized Representative and Title _____

Date _____

Name of Union _____

Street _____

City _____ State _____ Zip Code _____

By _____

Witness _____

(Local Union Copy)

ACCEPTANCE OF AGREEMENT
2004-2007 Highway-Heavy

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association *with the Operative Plasterers' and Cement Masons' International* Association of the United States and Canada, affiliated with the Building and Construction Trades Department of the AFL-CIO, including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorized these parties to name *the Trustees to administer said Fund and ratifies and accepts such* Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Company

Street

City State Zip Code

Company Phone Number Ohio Workers' Compensation No

Authorized Representative and Title

Date

Name of Union

Street

City State Zip Code

By

Witness

(Contractor Copy)

ACCEPTANCE OF AGREEMENT
2004-2007 Highway-Heavy

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, affiliated with the Building and Construction Trades Department of the AFL-CIO, including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorized these parties to name the Trustees to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Company

Street

City State Zip Code

Company Phone Number Ohio Workers' Compensation No

Authorized Representative and Title

Date

Name of Union

Street

City State Zip Code

By

Witness

Mail to: Labor Relations Division, Ohio Contractors Association
P.O. Box 959, Columbus, Ohio 43216

IMPORTANT NOTICE

Most Local Unions have a working dues, and some have assessments, requiring authorizations which the Local Union furnishes.

CALL THE LOCAL UNION

It is very important that the Local Union be notified prior to starting.