



Master Labor Agreement

**Southern Nevada
Cement Masons
2024-2028**

OP&CMIA Local 797

**SOUTHERN NEVADA
CEMENT MASONS
&
A.G.C./N.C.A./U.B.C.A.**

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MASTER LABOR AGREEMENT

BETWEEN

NEVADA CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (N.C.A.)

ASSOCIATED GENERAL CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (A.G.C.)

UNITED BUILDING CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (U.B.C.A.)

AND

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION 797

THIS AGREEMENT, entered into this day on behalf of those Employers who are now Nevada Contractor Association and their proxied Employers (hereinafter referred to as "the N.C.A."), Associated General Contractors and their proxied Employers (hereinafter referred to as "the A.G.C."), United Building Contractors Association and their proxied Employers (hereinafter referred to as "the U.B.C.A.") and the Operative Plasterers' and Cement Masons International Association, Local 797 (hereinafter referred to as "the Union").

WITNESSETH:

PURPOSES:

WHEREAS, the Employers are engaged in general construction work in Southern Nevada; and

WHEREAS, in the performance of their present and future contracting operation, the Employers are employing and will employ large numbers of employees; and,

WHEREAS, the Employers desire to be assured of their ability to procure employees for all of the work which they may do in the area hereinafter defined as Southern Nevada in sufficient numbers and with the necessary skills to assure continuity of work in the completion of their construction contracts; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for employees employed by the Employers and,

WHEREAS, it is the desire of the parties to establish effective methods for the settlement of misunderstandings, disputes and grievances between the parties, to the end that the Employers are assured continuity of operation and the employees are assured continuity of employment, industrial peace is maintained and the business of the industry efficiently maintained and increased;

NOW THEREFORE, in consideration of the promises of the parties, each of which shall be interdependent, it is hereby agreed;

ARTICLE 1

COVERAGE

1.01 Geographic Scope

This Agreement shall apply to and cover all employees of the Employers performing construction work as defined herein, within the area of Southern Nevada, more particularly the counties of Clark, Lincoln, Esmeralda and Nye. It is recognized that work covered by the Project Labor Agreement for Construction at the Nevada National Security Site (NNSS) and Nevada Test and Training Range (NTTR) shall be excluded from the coverage of this agreement.

1.02 Jurisdictional Scope

Covered work is that of the cement mason as defined in the International Constitution within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 797, area practice, and all work as may be awarded to them in the future, including past greenbook decisions of record and the procedures known as the Plan for the settlement of jurisdiction disputes in the construction industry. Be signed to and not limited to the following tasks:

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.

(2) All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

(3) 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 and 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.

(4) Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), underlayments, overlayments, the stamping, coloring, sealing, curing, waxing, broadcasting of colored stone chips, powdered steel, or coloring powder on concrete, including decorative finishes such as stenciling, staining, dyeing, densification, concrete polishing, sandblasting, grinding and the washing of all concrete construction. The forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate). The use of 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. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin 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 connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line. Setting lines for concrete road machines and curb & gutter machines.

(5) The mixing, placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material 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 or hand, 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, 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. Grouting of window and door frames shall be the work of the Cement Mason. The saw cutting, scoring of joints, architectural cuts, the use of soft cut machines for construction 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.

(6) 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, patching and paint prep of same. The finishing of all concrete surfaces by sandblasting, the washout method, bushhammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.

(7) 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.

(8) All scarifying of concrete and underlayments/ overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting, bead blasting and sanding.

(9) The placing, 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, resinous, epoxy, mma (or similar product) and 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. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.

(10) 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.

(11) Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

ARTICLE 2

UNION RECOGNITION

The Employers have satisfied themselves that the Union represents a majority of employees performing work covered by this agreement and thereby recognizes the Union as the exclusive bargaining representative for all employees of the Employers hereinafter classified, over whom the Union has jurisdiction.

It is the intention of the parties to create a collective bargaining agreement within the meaning of section 9a of the National Labor Relations Act of 1947, as amended, and the units covered by this agreement are a voluntarily created multi-employer collective bargaining unit. The 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.

The Union recognizes the Nevada Contractors Association, Associated General Contractors and the United Building Contractors Association as the sole and exclusive bargaining representative for its respective members who have authorized the N.C.A., A.G.C. and U.B.C.A. to represent them. A list of such authorizations has been furnished to the Union and the N.C.A., A.G.C. and U.B.C.A. agrees to immediately notify the Union when any authorization has been canceled or new authorizations have been executed.

The agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the agreement were entered into by each member individually. The Employer shall be, and continue to remain, liable under this agreement for the term, irrespective of whether such members shall resign from the Association prior to the expiration date of this agreement and such liability shall be deemed to have survived the termination of such membership and remain in force for the term of this agreement.

ARTICLE 3

SUB-CONTRACTING

To protect and preserve the work of employees covered by this Agreement which they have traditionally performed, the signatory Employer agrees that all on-site construction work covered by this Agreement shall be performed either by employees of the Employer or, if subcontracted, the work will be subcontracted to a person, firm or corporation signatory to this agreement.

Off-site work traditionally performed by employees of the Employer shall be performed either by the Employer or, if subcontracted, the wage, fringe benefit, common terms and conditions of this Agreement shall be applicable to all such work.

A subcontractor is defined as any person, firm or corporation who agrees under contract with the signatory Employer or his subcontractor to perform work covered by the Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

The purposes of this article is to preserve and protect the work opportunities normally available to Employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workman.

In some instances, an Employer signatory hereto joint ventures with a non-union employer to bid on certain projects.

If the Employer joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

In the event this joint venture is successful in being low bidder and awarded a contract, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contracting partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement

This Agreement shall be binding upon each Employer, its successors, assigns and purchasers. The Employer agrees that it will not sell its assets or any portion of the business without first obtaining an agreement from the purchaser that it will abide by the terms of this Agreement for the term thereof.

The Employers also agree that any other work, which falls within the jurisdiction of Local 797, will be performed consistent with this Article.

In the event that a non-signatory Disadvantaged Business Enterprise is being utilized by a signatory Employer because of DBE requirements, the Employer and the Union shall meet fourteen (14) days prior to any commencement of work. The Employer and the Union will provide their best effort to sign the DBE entity to a one-job project labor agreement (PLA). If the DBE owner is unwilling to sign a PLA and his/her utilization is necessary to meet the project owner's requirement, the Union will consider waiving jurisdiction for the duration of the project. The DBE's must be certified by the awarding agency and the Employer will provide proof of the DBE certification.

The Parties to this Agreement agree that there may be instances when suitable, Union subcontractors may not be available for certain subcontracts. In such instances, the Employer will give written notice to the Union prior to the bid or the award of the subcontract and the Union will endeavor to locate suitable, Union subcontractors to bid the work. If the Employer and the Union are unable to locate such suitable, Union subcontractors, it is understood and agreed that the Employer will be relieved of Article 3 of the Master Labor Agreement covering subcontracting for such subcontracts.

ARTICLE 4

MANAGEMENT RIGHTS

All the rights, duties and prerogatives of the Employer to manage, control and direct its business operations and activities are vested in and retained by the Employer, including, the assignment and direction of its employees.

The Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this agreement. The Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion, and to reject any applicant for employment. If the employee is considered "ineligible for rehire", the Employer is to inform the Union in writing. When the Employer has notified the Union in writing that a worker is ineligible for rehire, the Employer shall not be required to rehire the worker if dispatched at a later date unless they elect to do so. Applicants who are not eligible for rehire shall not be entitled to show up time or other compensation unless they are employed.

Because the Employer and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices; provided, however, that no employee shall be required to work under conditions that are injurious to his health or safety or are in conflict with present well established customs regulating such use.

This agreement supersedes all existing labor agreements heretofore in effect between the Employers and the Union.

No Employer signatory to this agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers with employees represented by the Union performing similar work.

ARTICLE 5

STRIKES - LOCKOUTS

It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedure set forth in Article 7. During the term of this agreement, the Union shall not call or engage in, sanction or assist in any strike against, or any slowdown, or stoppage of the work of the Employer. The Union will urge the employees it represents to perform their services for the Employer, where required by the Employer to do so. During the term of this agreement, an Employer will not cause or permit any lockout of its employees represented by the Union.

If a signatory subcontractor is performing work on a project, during which time any other Employer(s) is declared to be unfair by the Building and Construction Trades Council and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this agreement, if, during the period of said stoppage of work, the employees represented by the Union fail to perform their work.

For the purposes of this Article, "Subcontractor" is understood to mean, where the signatory Employer is doing only part of the whole project and applies where the signatory Employer has received the contract for its portion of the project from the prime contractor on the project.

The prohibition on the Union calling or engaging in a strike, slow-down, or work stoppage does not apply if a signatory Employer fails to comply with or execute any settlement or decision reached under Article 7 of this agreement.

ARTICLE 6

JURISDICTIONAL DISPUTES

The Union guarantees, during the term hereof, that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Employers to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Employers shall be put into effect immediately.

If both parties agree, the Union and association can choose to arbitrate the jurisdictional dispute from an agreed upon list of arbitrators.

Jurisdictional disputes which cannot be resolved at the local levels shall be referred to the International Unions involved for determination. Such determination shall be reduced to writing, signed by the International Presidents or their authorized representatives. Upon receipt of evidence of an agreement, the determination shall be accepted by and become binding upon the Employer and the Union.

All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the grievance and arbitration procedure provided in this Agreement and not contractual.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedures set forth in this section and that during the term of this agreement, the Union on behalf of whom this agreement is made shall not, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Employer, and will require the employees it represents to perform their services for the Employer on the work described herein when required by said Employer to do so; and during the term of this agreement, a Employer signatory to this agreement shall not cause or permit any lockout of the employees represented by the Union whose behalf this agreement is made on work described herein.

In cases of violation, misunderstanding, or differences of opinion in interpretation of this agreement by either party, there shall be no cessation or stoppage of work except as in the cases where a signatory Employer fails to pay wages due or is delinquent in contributions to any trust fund established under this agreement.

Should a controversy, dispute or disagreement arise during the term of this agreement over interpretation and operations, the difference shall be adjusted in the following manner:

Settlement of Grievance Procedure

Step 1: Within ten (10) days of the complaint or disagreement, discuss the issue to see if a resolution can be reached.

Step 2: If not resolved through Step 1, a written complaint or grievance must be filed. All complaints, to have any validity, must be filed in writing within twenty (20) days after the matter or dispute or disagreement is alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday. Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute.

Step 3: If Step 2 does not resolve complaint or disagreement, a resolution meeting between employer, employer representative (NCA, AGC, UBCA) and Local 797 Business Manager or Business Agent will occur within five (5) business days to resolve the complaint.

Step 4: If a settlement is not reached within five (5) days under Step 3, the dispute or grievance may be referred to arbitration by either or both parties, and the decision of the arbitrator shall be final and binding on all parties and grievant.

If referred to arbitration by either or both parties, such arbitrator shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested to submit the names of seven (7) qualified arbitrators. Each party, through their appointed representatives, shall have a right to reject three of the names submitted, and the remaining seventh person shall be selected as the arbitrator. The arbitrator's fees and all incidental expenses shall be paid for equally by the parties.

The parties may mutually agree, in writing (including emails), to extend the time limitations of any or all steps.

Any Employers represented by a different association can choose to be represented by that association in the grievance and arbitration procedure. Any determination in such cases shall not set a precedent or establish a practice for the Nevada Contractors Association and their proxied Employers and the Union.

No jurisdictional disputes involving the Union on whose behalf this agreement is made shall be submitted under this grievance and arbitration procedure, but shall be determined in the manner provided in Article 6 of this agreement. All Disputes or grievances arising out of the interpretation or application of any terms or conditions of this agreement shall be submitted for determination, and shall be determined by the procedures set forth in this Article 7.

It is expressly understood and agreed that in the event of arbitration, the arbitrator, in determining any grievance or dispute shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions in this agreement.

ARTICLE 8

DISPATCH PROCEDURES

The Union shall establish and maintain open and non-discriminatory lists for employees desiring employment on work covered by this Agreement, and such employees shall be entitled to registration and dispatch, subject to the provisions of this Article.

The Union shall post in places where notices to applicants for employment with the Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Article, and the Employers shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements.

The Employer will first call the Union Dispatch Office for all workers. If Union representatives are requested to supply workers, they will promptly relay such request to the Dispatch Office. Upon an Employer's request for employees, the Union will immediately refer qualified and competent registrants to that Employer in sufficient number as required by the Employer in the manner and under conditions specified in this Agreement.

The Dispatch Office shall maintain a list of registrants for work, kept current from day to day.

An Employer may request every employee by name provided said employee is available for such employment. Employers requesting such employees by name, however, do so only based on their knowledge of such individual employee's skill, qualifications and ability to perform the work involved by reason of:

- (a) Said employee having worked for the Employer within the past twenty-four (24) months or,
- (b) The Employer, having been advised of the employee's skill, qualifications, and ability by the superintendent, general foreman or foremen currently employed by said Employer under whose supervision said employee has performed the work involved within the past twenty-four (24) months.

Reasonable advance notice (but no later than sixteen (16) hours prior to the required reporting time) will be given by Employers to the Dispatch Office when requesting employees. In the event forty-eight (48) hours after such notice the Union has not been able to fill the request, then the Employer may hire employees from elsewhere and will immediately report to the Union's Dispatch Office each such employee by name and classification.

A written "referral" slip will be given to each worker dispatched to a job, as evidence that the worker is being dispatched in accordance with the provision of the Agreement. No signatory Employer will permit anyone to begin work without first being provided with the referral slip.

Except in cases of emergency, no employees are to be borrowed or loaned to another Employer to avoid the hiring hall procedure. The Union agrees to indemnify and hold harmless the Employer from any claim or cause asserted as a violation of this section.

ARTICLE 9

BUSINESS REPRESENTATIVE AND CRAFT STEWARD

The Union's Business Agent, or special representative, shall have access to the project during working hours. He shall make every reasonable effort to advise the Employer, or Employer's representative, of his presence on the job site and shall not stop nor interfere with the work of any employee without the permission of the Employer or its representative.

When employees covered by this agreement are employed on a job, the Union shall designate a Craft Steward, who shall be a Cement Mason referred to the Employer by the Union. The Craft Steward shall perform his/her duties as a Craft Steward with the least amount of inconvenience to the Employer and the Employer shall allow the Craft Steward a reasonable amount of time for the performance of such duties. The Craft Steward is to work as an employee and not use the position as a Craft Steward to avoid performance of his/her duties as a Cement Mason. On overtime work, the Craft Steward shall always be the second Cement Mason employed for overtime work if he is qualified to perform such work. The Craft Steward is to work up to the completion of the job and shall be the second-to-last Cement Mason to be discharged as long as he/she is qualified to perform the remaining work.

The Craft Steward may be discharged for cause. The Union reserves the right in its sole discretion to remove any Craft Steward as Craft Steward. Prior to lay-off of the Craft Steward, the Employer agrees to notify the Union in writing 24 hours in advance and agree to meet with the Union if requested.

The term Craft Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and certified by the Union to serve as a Craft Steward.

The Craft Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Craft Steward becomes aware of a grievance, the Craft Steward shall immediately report it to the Business Agent who shall immediately attempt to adjust said grievance or dispute with the Employer or his representative in accordance with the procedures set forth in Article 7. The Craft Steward shall not stop the individual Employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.

ARTICLE 10

FOREMEN, GENERAL FOREMEN AND ARTISANS

The selection of the individual who will be Foreman, General Foreman or Artisan is at the sole discretion of the Employer. The foreman, General foreman and/or Artisan shall be an employee working within the jurisdiction of Local 797. When two (2) or more journeymen are employed by an Employer, one (1) shall be designated as a working foreman and shall receive foreman's pay. A foreman shall supervise no more than ten (10) employees. If an Employer has more than one (1) foreman, a General Foreman shall be designated and receive General Foreman's pay. If a craftsperson supervises other craftsperson from all trades in directing artistic and theme compositions, including but not limited to artistic saw cuts, sandblasting, theme staining and rock carving, at the discretion of the Employer, that craftsperson shall be paid the Artisan rate. There would be no more than one Artisan per project and the Artisan may also work with their tools. At the conclusion of the artistic portion of the Project, the Artisan's wage rate at the discretion of the Employer may return to his or her appropriate rate.

The foreman may work with the tools of the trade.

A Foreman may supervise the work of employees in more than one craft. If a dispute arises with respect to this supervision, the dispute shall be resolved according to the procedure set for in Article 7 of this Agreement on the basis of custom and practice. Artisans may work with the tools of the trade at the rate of pay in Appendix A. Artisans may direct all craft employees.

Only in cases of emergency may Superintendents, Assistant Superintendents and Master Mechanics act in the capacity of a foreman or work with the tools of this craft. When doing such work, these employees shall be subject to all of the terms of this Agreement.

ARTICLE 11

SCHEDULING OF SHIFTS

11.01 Single Shifts

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 2:00 a.m. and 5:00 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 2:00 a.m. without written agreement of the Union before starting time or meal period. The Employer shall give written notification of the deviation in starting time or meal period to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of the job.
2. Starting deviation hour or meal period.
3. Start date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

Shift starting time on high-rise projects above six stories shall commence at ground level elevator entrance.

Overtime rates shall not be paid for work performed before 2:00 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 2:00 a.m. at the rate of time and one-half (1 ½ X) Monday through Saturday, or double time (2 X), if occurring on a Sunday or holiday.

The Employer may, after first notifying the Union in writing, establish a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 2:00 a.m. and 6:30 p.m. Monday through Thursday or Tuesday through Friday, provided all basic trades on the job site work the same shift. The Employer shall designate in the written notification whether the 4/10s shift will be Monday through Thursday or Tuesday through Friday. The 4/10s shift shall be for a minimum of one week.

11.02 Special Shifts

When the Employer produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements, the Employer may establish a special single or second shift. An employee on such shift shall work eight (8) consecutive hours, exclusive of meal period, for which the employee shall receive eight (8) hours' pay at the straight time rate of pay, Monday through Friday.

This section will not apply when the bid specifications require any two shifts within a 24-hour period, provided that the swing/graveyard shift work extends over at least three (3) days with the same workmen, on the same jobsite, at the same starting time. Under such circumstances, employees will work eight hours for eight hours' pay. Article 12, sections 12:01 through 12:05 are not affected by this provision.

11.03 Multiple Shifts

When so elected by the Employer, multiple shifts may be established for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. Workers on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event, shall the regular working hours of shifts overlap, and any interval between shifts shall not exceed one (1) hour, except when a special shift is established. A single and multiple shift may work concurrently on a project.

The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

ARTICLE 12

PAYMENT OF WAGES

12.01 Wages Rates

The hourly wage rates and classifications on all work covered by the terms of this Agreement shall be in accordance with Appendices "A" and "B", incorporated herein as part of this Agreement.

The Union reserves the right to allocate a portion of the wage rate to health and welfare, pension and/or vacation/supplemental dues on the first day of July of each year during the term of the Agreement and will give the Employer not less than sixty (60) days prior written notice of such allocation.

12.02 Show up Pay

Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report. It is agreed that a maximum of two (2) hours show up time pay for pre-hire drug testing.

Any employee who reports for work and for whom some work is provided shall receive not less than four (4) hours' pay; and, if more than four (4) hours are worked in any one day, the employee shall receive not less than eight (8) hours' pay, unless prevented from working for reasons beyond the control of the Employer, including, but not limited to such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Employer or his agent.

Upon starting work pouring concrete under adverse weather, such as rain or wind, and continuing past lunch period, employees shall receive no less than eight (8) hours pay.

12.03 Zone Pay

In addition to the Base Wage Rate, employees shall be entitled to the following hourly zone pay sums on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$5.00 per hour

The area within Boulder City and up to five (5) miles from city hall by legal paved roadway (from the downtown area of Boulder City) shall be considered a free zone.

No zone pay will be paid when the legal residence of the employee, at the time a job is bid or commitment made on non-bid jobs, is located within a fifteen (15) mile radius of the center of the job.

An employee who is required to report or perform any work in a zone pay area for any portion of the day or shift shall receive the established zone pay rate for the entire day or shift.

12.04 Contractor Late Calls

When an employee reports for work on a job or project after the regular starting time of the shift as a result of a late call for additional employees by the Employer or his/her authorized representative, the employee shall be

paid from the regular starting time, except where the late call was caused by failure of the regular employee to report for work, or except in cases where more than one (1) hour elapses between the time of the Employer's call and the time the employee dispatched reports to the job ready for work, providing the project is within the Free Zone.

12.05 Multiple Shifts

When two or three shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours' straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (1-1/2) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. If other Labor groups institute a "work for 8, paid for 8" for two or three shifts as a standard policy or by job, an M.O.U. will be immediately created allowing same.

12.06 General Requirements

All wages must be paid weekly by paycheck, direct deposit, paycard or other acceptable form of payment mutually agreed upon by the parties to this agreement and shall be paid at least fifteen (15) minutes before the end of the shift. If an Employer offers pay options such as direct deposit, paycard, etc., the pay advice shall be issued, to employees who choose this form of payment, at the same time and location that standard paychecks are typically issued or by methods mutually agreed upon by the parties to this agreement. The individual Employer shall show on the paycheck stubs or pay advice the individual Employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period. An employee who is laid off or terminated will be paid all wages, due at the time of termination or layoff, in accordance with the provisions of the Nevada Labor Laws. There shall not be more than five (5) days' holdback time.

Any employee who reports without his necessary hand tools or in an unfit condition to work and who is not hired for such reasons shall not be entitled to any show-up time or travel and subsistence pay. Any terminated employee shall be paid only for actual hours worked on the day of termination.

ARTICLE 13

PREMIUM PAY

13.01 Overtime

The first two (2) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1-1/2) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of 2X double time Monday through Saturday.

For employees on the second shift, all hours worked in excess of seven and one-half (7-1/2); for employees on the third shift, all hours worked in excess of seven (7) hours, and hours worked on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate.

For those employees working on a properly established shift of ten (10) hours per day, four (4) days per week, any worked performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rates as described above.

On special shifts, when it is necessary to begin or end a shift during Sunday hours in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturday, Sunday, and Holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate.

Rest Period – In the event an employee does not receive an eight (8) hour break between shifts, the employee shall remain in overtime status until they receive an eight (8) hour break.

13.02 Foreman, General Foreman and Artisan

Foreman rate will be 10% above journeyman Cement Mason Base Wage rate.

General Foreman rate will be 15% above journeyman Cement Mason Base Wage rate.

Artisan rate will be 20% above journeyman Cement Mason Base Wage rate.

ARTICLE 14

WORKING RULES

14.01 Transportation of Employees and Tools

Employees shall travel to and from the job on their own time and by means of their own transportation, outside of their regular working hours.

The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within 500 yards. When bussing of employees from a remote parking facility is used, the employee will travel in on his or her own time not to exceed thirty (30) minutes and must be returned to the parking area no later than thirty (30) minutes after quitting time or overtime will be assessed for the delay. If an employee is at the designated parking area thirty minutes before the start of work, he or she will be considered to have started work on time regardless of when the bus arrives at the jobsite. Where payment is applicable, payment shall be made to the employee who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

Journeyman shall be required to furnish and transport hand tools necessary for the performance of the job; however, except for general foremen, foremen, and employees with Employer's transportation, no worker shall be required to furnish or transport any power tools, Fresno trowels, troweling machines, bull floats or tamps.

14.02 Lunch

Employees shall be afforded an uninterrupted lunch period of one-half (1/2) hours. Said lunch period shall be provided beginning three (3) hours after beginning of the shift. Under all circumstances, and without exception, the employee shall be afforded a one-half (1/2) hour lunch period as job conditions permit no later than five and one-half (5-1/2) hours from starting time. Meal periods may be staggered to meet job requirements. Should any employee work in excess of ten (10) hours, an additional one-half (1/2) hour meal period on the Employer's time shall be afforded at that time and every four (4) hours thereafter.

If no lunch period is given, employees shall receive one-half (1/2) hour's pay at time and one-half (1-1/2) over and above pay for the hours worked.

If an employee is not afforded a one-half (1/2) hour lunch period on an overtime day, the employee shall be compensated for the lost lunch period at the appropriate overtime rate.

Employees shall be afforded a ten (10) minute break during the first half of the shift, provided work assignments and current workload allows. In the event a break in the schedule is not practical an additional ten (10) minutes will be available as soon as the workload allows.

14.03 Health and Safety Issues

In order to be eligible for dispatch under this agreement a worker may be required by the requesting Employer to have the minimum valid certifications for the following training; scissor lift, boom lift, scaffold user, Mobile Elevated Work Platform (MEWP) and OSHA certifications. If additional certifications offered by the Union Training Center are required in order to perform the work of a Cement Mason, they will be noted on the dispatch request.

Due to the employee's potential exposure to noisy conditions as well as exposure to silica dust, the Employer and the Union agree to work with the JATC Board to evaluate and determine an appropriate manner of screening in regard to hearing loss prevention and respiratory matters, including screening requirements established by OSHA.

No employee shall be required to work under conditions which are in contravention of State Workers Compensation safety orders or regulations. No finishing machine shall be used unless it has a satisfactory guard. All long-handled tools shall have fiberglass handles or be made of non-conductive materials. No work shall be left under machine finish, unless called for by the owner or General Contractor.

During summer months, cool water, proper drinking cups and salt tablets shall be made available.

Access to proper and sanitary toilets shall be provided.

All safety tools as well as specialty tools will be furnished by the Employer.

14.04 Pre-Job Conferences

Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

1. On all jobs where the cost of the project exceeds ten (10) million dollars.
2. On all jobs where the Employer, including a subcontractor, does not have a bona fide office within the jurisdiction of Local 797.
3. For local Employers, pre-job conferences shall be held by mutual agreement of the Employer and the Union provided the Employer, upon request by the Union, shall provide the Union, in writing, the name, Address and approximate starting date of each subcontractor.
4. Where special conditions warrant a pre-job conference

In the event that an Employer at a pre-job conference, or upon the request of the Union in the case of a local Employer, does not possess the names of all subcontractors then available, then the Employer will notify the Union of the name, including the address and approximate starting date of each subcontractor when such information is available to the Employer.

All pre-job conferences shall be held at least one week before the commencement of the job.

It is recognized that in the employ of Employers are certain key employees who are necessary to the efficient continuity of their operations. It is, therefore, agreed that Employers from out of the Southern Nevada area who are moving in or returning to perform a project in this area shall be permitted to transfer a maximum of

one key employee into the area covered by this Agreement and not to exceed such additional number as may be agreed upon in a pre-job conference.

14.05 High-Rise Projects

On high-rise construction projects where extreme weather conditions exist (cold weather and wind), consideration shall be given toward providing suitable shelter for employees to utilize during lunch period. On such projects, in the event an Employer chooses to provide storage for personal hand tools of employees on a job, and in the event of loss or damage to such tools while in the Employers control, the Employer shall replace the tools upon proper verification of the loss.

14.06 Miscellaneous

Fifteen (15) minutes before the end of a shift shall be granted for clean-up time for tools and equipment.

No employee is permitted to work on piecework or accept contracts or lump sum payments for the employee's services, nor shall the employee rent or load equipment tools or trucks to the Employer.

14.07 Apprentice Ratio

Employers who employ two journeymen steadily must employ an apprentice. Thereafter, Employers may maintain a ratio of one (1) apprentice to every four (4) journeymen but shall maintain a ratio of at least one (1) apprentice to every eight (8) journeymen, if available. This ratio shall apply to the Employers total number of Cement Masons employed and is not project specific. Nothing in this language shall restrict one (1) apprentice from working with one (1) journeyman, if only two Cement Masons are required for any project.

14.08 Make-Up Day

The Employer shall be allowed to work a make-up day under the following conditions:

- 1) Must be the result of inclement weather or other conditions beyond the control of the Employer;
- 2) Must be job site-specific;
- 3) Will not be mandatory and every employee will be given the opportunity to work or refuse to work without penalty;
- 4) The Union, Employer, and the employee shall sign off on the make-up day prior to make-up day;
- 5) Overtime rates will be paid to all employees if any craft is paid overtime. Otherwise, in all respects, the make-up day shall be treated exactly as the day missed.

14.09 Toolbox Safety Meetings

In recognition of the need to focus on mental health, it is agreed that at least one toolbox meeting per quarter, per job site will be dedicated to mental health safety education.

ARTICLE 15

TRUST FUND OBLIGATIONS

15.01 General Obligations

All payments required to be made by each Employer to the Vacation Savings Plan, the Health and Welfare Trust Fund, the Pension Trust Fund, the Apprenticeship and Journeyman Training Trust, and the International Training Fund under this Agreement, shall be due and payable to the appropriate Trust Fund no later than the thirtieth (30th) day of the month for all hours worked by or paid to employees covered by this Agreement during the preceding month. An Employer who has not made such payment by the thirtieth (30th) day of the month shall be considered as in violation of this Agreement and a delinquent Employer. The Union has the right to withhold services from any and all jobs of such delinquent Employers or Subcontractors, if proper payment is not made. Should the Union withhold services from any delinquent Employers for any and all jobs covered by this Agreement, it will not be considered a violation of the no strike-no lockout clause contained in this Agreement. The Employer agrees to comply with the Joint Trust Fund Collection Policy in existence at the time of this Agreement and as amended by the Board of Trustees.

15.02 Surety Bond

Any Employer who is adjudged a habitual delinquent in the payment of any contributions to any trust fund established under this Agreement shall be required to post a cash or surety bond in the amount of one hundred thousand dollars (\$100,000.00). Such bond shall be deposited with a custodian designated by the trustees within ten (10) days of this notice to the Employer requiring the Employer to post the bond. The duration of the bond shall be determined by the trustees. The failure of an Employer to post such a bond shall be considered a violation of this Agreement, and the Union shall have the right to take economic action including, but not limited to, the right to withhold services, refuse to dispatch employees, and take strike action against such a Employer.

- A. Each Employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

NUMBER OF EMPLOYEES	FACE AMOUNT
0-5	\$ 7,000.00
6-12	12,000.00
13-25	25,000.00
26-50	50,000.00
51-75	75,000.00
76 or more	100,000.00

- B. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer, in addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer.

15.03 Health and Welfare

A Health and Welfare Fund known as the Cement Masons' and Plasterers' Health and Welfare Fund has been established by the Employers and the Union by an Agreement and Declaration of Trust dated August 1, 1968, and subsequently amended by the parties. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amounts designated in Appendices A and B of this Agreement. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals of extensions thereof, or for the period employees are employed under the terms of this Agreement. The Employers accept the trustees appointed by the Associations as their trustees.

15.04 Pension Fund

A Pension Fund known as the Cement Masons' and Plasterers' Pension Trust has been established by an Agreement and Declaration of Trust dated July 1, 1975, and which may be subsequently amended by the parties to this Agreement. The Employers agree to abide by said agreement and Declaration of Trust, to accept the trustees appointed by the Associations as their trustees, and, further, to make payments to the Fund in the amount determined in Appendices A and B of this Agreement. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this Agreement.

15.05 Vacations Savings Plan

During the term of this Agreement and any extensions or renewals thereof, the Employer shall make payments to the Cement Masons' and Plasterers' Joint Vacation Trust Fund in the amount designated in Appendices A and B of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Employers accept the Trustees appointed by the Associations as their trustees. All Employers further agree to remit their contributions at the time and in the manner prescribed by the Board of Trustees.

15.06 Supplemental & International Dues

Subject to the following conditions, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Cement Masons' and Plasterers' Vacation Savings Trust to pay to the Union from funds held by the Trustees on behalf of the employee the sum as designated in Appendix "A" of for each hour worked or paid in each payroll period as supplemental dues & international dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues & international dues payments shall be borne solely and entirely by the Union. The Employers and Union agree to amend the Agreement and Declaration of Trust in the Cement Masons' and Plasterers' Vacation Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

15.07 Apprenticeship Fund Contributions

During the term of the Agreement the Employers shall make payments to the Operative Plasterers and Cement Masons International Association, Local 797, Apprentice and Journeyman Training Trust for Southern Nevada in the amount designated in Appendix A of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Employers signatory hereto agree to accept the Trustees appointed by the Associations as their Trustees and to remit their contributions at the times and in the manner prescribed by the Board of Trustees.

15.08 Contract Administration Fund

The Union recognizes that the Association needs to expend certain sums to administer this Labor Agreement on behalf of signatory Employers and promote programs designed to improve the Union Construction Industry. During the term of this Agreement and any extension or renewals thereof, each individual Employer covered by this Agreement shall contribute the sum of eighteen (18) cents per hour for each hour worked by or paid to employees under the terms of this Agreement to the appropriate contract administration and industry fund. All independent Employers signatory hereto shall be represented by the Nevada Contractors Association and the eighteen (18) cents per hour for employees of the independent Employers shall be paid to the Nevada Contractors Association. For the purpose of administering this fund the individual Employer by becoming signatory to this Agreement does hereby designate the appropriate Employer committee to act as agent in all matters concerning the fund. At any time during the term of this Agreement the Employers may, upon thirty (30) days advanced written notice to the Union, increase the contribution to the Contract administration and Industry Fund not to exceed an additional five (5) cents per hour for each hour paid. The Association agrees to meet monthly to update the Contract Administration and Industry Fund Distribution list. All Employer associations have an equal number of seats on the trust funds as trustees on the board of trustees and if the number is expanded over four on the Employer side the Union agrees to add additional trustees to equal Employer association trustees.

15.09 International Training Fund

During the term of this Agreement, and any extensions or renewals thereof, the Employers shall make payments to the Cement Masons' and Plasterers' Joint Trust Funds in the amount designated for International Training Fund (ITF) in Appendix A of this Agreement. The Cement Masons' and Plasterers' Joint Trust Funds third party administrator shall forward the ITF contributions, along with a detailed report, to the OPCMIA International Training Fund each month. Each signatory Employer agrees to be bound by all rules, regulations and procedures adopted by the ITF Board of Trustees and all actions taken by them within the scope of their authority. Each signatory Employer also authorizes the parties to the ITF Trust Agreement to appoint Trustees and successor Trustees to administer the Trust Fund and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

ARTICLE 16

PUBLIC WORKS PROJECTS

On a project being performed under the prevailing wages published at the time of bidding for a specific project, wages paid will remain in effect as per that prevailing wage rate for the duration of that project. Any wage increases negotiated in this contract shall not apply. The published wage rates will remain frozen for (2) years after the start date of the project. The employees on the project shall also receive maintenance of benefits after two (2) years.

If the bid specifications require a Sunday night through Thursday night shift, workers will be paid for the eight (8) hour shift on Sunday at the straight time rate, as long as the Sunday shift ends on Monday; otherwise, they will receive premium pay.

If the Davis-Bacon Act or state prevailing wage law is repealed or amended, this Agreement shall be opened for the purpose of negotiation of the provisions of this section only.

Workers on public works projects shall be entitled to receive the following Zone Pay on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$5.00 per hour above Base Wage rate

Employees reporting for work at the regular starting time and for whom no work is provided, shall receive the appropriate zone pay for eight (8) hours, and in addition to show up pay. Unless terminated for cause, employees are entitled to a minimum of eight (8) hours' outside zone one (1) pay for any zone day on which they work.

ARTICLE 17

HOLIDAYS

The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of extreme urgency.

ARTICLE 18

SAVINGS CLAUSE

It is not the intent of either party to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event any provisions of the Agreement are held or constituted to be void, as being in contravention of any such laws, rulings, or regulations, the parties agree to enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 19

GENERAL PROVISIONS

The individuals signing this agreement in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organization that their signatories purport to represent.

This agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make changes. The parties shall not be bound by or liable for any statements, representation, promise, inducement or agreement not set forth herein.

Any provision or procedures contained in the bylaws of the Union which relate to the relations between the Employers and their employees, in conflict with the terms of this agreement, shall be deemed to be waived, and such bylaws and procedures which may hereafter be adopted by the Union shall have no application to the work hereunder, to the extent they are in conflict.

No party to this agreement shall cancel the agreement because of a claimed breach thereof, or file any action for damages because of a claimed breach of this agreement, without first giving notice in writing to the other party and allowing three (3) days to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the rights of the Union under Article 7 of this agreement.

It is the obligation of each Employer to complete the State Prevailing Wage Survey or to authorize the Union to complete it for them. If the Employer authorizes the Union to complete the wage survey for them, they shall provide the necessary information to the Union to complete the survey.

ARTICLE 20

MARKET RECOVERY COMMITTEE

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive positions of the individual Employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer associations party to this agreement. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for the employees and individual Employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

ARTICLE 21

LABOR-MANAGEMENT COMMITTEE

Labor and management shall meet no less than once per quarter to discuss any and all related market conditions, product training, Apprentice/Journeyman training, current and future labor requirements. The labor-management meetings will be coordinated and scheduled by NCA.

ARTICLE 22

JOURNEYMAN UPGRADING

The Union shall continue to manage an upgrading program for all members.

ARTICLE 23

SUBSTANCE ABUSE PREVENTION POLICY

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug/alcohol free work environment, individual

Employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management.

(1) It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substance is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

(2) All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not less than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by The Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails any drug test and has time coming to him or her, the Employer may withhold the cost of the drug test from the final check. Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branan Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

(3) Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.

(4) The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the Employee is impaired from performing his/her job. Observation must be made by a least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. For employees who refuse to take a test where the prerequisites set for in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

(5) An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol.

(6) Unannounced, random selection alcohol and/or drug testing of all employees may be conducted from time-to-time at the discretion of management. Employees will be chosen at random by use of a random selection process using a random number generator. In addition, an employee who has voluntarily sought rehabilitation from alcohol or drug abuse and who has returned to work following the successful completion of such a program may be subject to unannounced follow-up testing, for a period of up to but no longer than two (2) years. It is agreed that all employees working for Employer are subject to this policy.

(7) It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

(8) Drug and alcohol testing will be in compliance with the respective Employer's Drug & Alcohol Policy.

(9) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

(10) Any dispute which arises under this drug/alcohol policy shall be submitted to the grievance and arbitration procedure set forth in this Agreement.

(11) In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug/alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

(12) The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

(13) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

- (1) All of the Employees of the Employer employed on the site must be tested;
- (2) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

ARTICLE 24

TERM – TERMINATION – RENEWAL

This agreement shall be effective as of July 1, 2024 through June 30, 2028 and shall remain in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the agreement may give written notice to the other of a desire to change, modify or terminate the agreement no sooner than ninety (90) days or later than sixty (60) days prior to June 30, 2028 or June 30 of any succeeding year.

The Union agrees that in the event that either party should exercise its right under the first paragraph of this section, the Union will, for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for the work herein covered, and the Employer agrees to bargain in the same manner.

In the event the parties engage in negotiations to amend, modify or negotiate a new Agreement and no agreement is reached between the parties and a strike or a lockout occurs, the parties will continue to negotiate with each other until an agreement is reached or impasse.

Nevada Contractors Association

Date _____

Patrick Velasquez
Director of Labor Relations

Associated General Contractors

Date _____

Patrick Velasquez
Director of Labor Relations

United Building Contractors Association

Date _____

Patrick Velasquez
Director of Labor Relations

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Marc Leavitt
Business Manager/Financial Secretary

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Marc Leavitt
Business Manager/Financial Secretary

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Marc Leavitt
Business Manager/Financial Secretary

APPENDIX A

BASE WAGE RATES FOR JOURNEYMEN

Effective Date	<u>July 1, 2023</u>
Base Wage Rate (Includes Vacation/Sup Dues/International Work dues)	\$47.47
Health & Welfare	\$ 8.75
Pension	\$ 8.01
Local Training (JATC)*	\$ 1.32
International Training Fund	\$.08
C. A. F.	<u>\$.15</u>
Total	\$65.78

Breakdown for Vacation, Supplemental Dues and International Dues.

Vacation	\$4.93
Supplemental Dues	\$1.77
<u>International Working Dues</u>	<u>\$0.66</u>
Total	\$7.36

*The contribution rate to Local Training (JATC) shall always be a minimum of two percent (2%) of the total wage & benefit package.

The wage package increase to be effective as of 7/1/24 shall be \$3.03, to be allocated by the Union, with the exception of \$0.03 that will be allocated to CAF.

The wage package increase to be effective as of 7/1/25 shall be \$3.45, to be allocated by the Union.

The wage package increase to be effective as of 7/1/26 shall be \$3.35, to be allocated by the Union.

The wage package increase to be effective as of 7/1/27 shall be \$3.10, to be allocated by the Union.

Wage increase allocations for each year will be made in April of each increase year and the Associations and Employers will be notified directly after the Allocation Meeting by mail, email or fax. Increases will be effective the first full pay period in July of each year.

In the event that the Union fails to provide at least 30 days notice prior to July 1st of each allocation year, those increases will not take effect until this notice provision is satisfied. No retroactive payment of wages or benefits will be made by the Employers if this notice goes beyond the scheduled increase date. This does not apply in years of contract negotiations.

Fringe benefit contributions shall be paid at the regular rate on all hours paid. The total base wage including Vacation/Supplemental dues to be paid at the appropriate overtime rate when overtime hours are worked.

All overtime to be figured off of base rate, then the \$7.36 for vacation, supplemental dues and international dues will be deducted after taxes and submitted to applicable trust funds along with all other fringes.

Foreman wage rates shall be 10% above the journeyman Base Wage Rate.

General Foreman wage rate shall be 15% above the journeyman Base Wage Rate.

Artisan wage rate shall be 20% above the journeyman Base Wage Rate.

APPENDIX B

BASE WAGE RATES FOR APPRENTICES

Apprentices shall be paid a progressive basis of the journeyman's Base Wage Rate, provided, however, that no apprentice shall receive an increase in pay at the end of any one period, unless his progress on the job and related technical instruction is deemed satisfactory by the Joint Apprenticeship Committee. The current apprenticeship is a four (4) year five thousand (5,000) hour term. The Employer understands that the training period minimum hours and base wage may be modified at a later date as approved by the Board of Trustees and the State Apprenticeship Council.

The first 1250 hours of the term of apprenticeship shall be a probationary period, during which time the apprentice may be terminated by the Committee at the written request of either party to the indenture, without a hearing before the Committee.

Apprentices shall be paid the following percentages of the Journeyman Base Wage Rate inclusive of vacation pay, and the following fringe benefit contributions:

<u>Training Period</u>	<u>Hours</u>	<u>% of Base Wage</u>	<u>Contribution Schedule</u>
1 st	0-900	60%	60% of Health & Welfare
2 nd	900-1250	65%	65% of all contributions
3 rd	1250-2500	70%	70% of all contributions
4 th	2500-3750	80%	80% of all contributions
5 th	3750-5000	90%	90% of all contributions

Employers shall not pay the apprentice a higher rate of pay than specified above and shall pay the apprentice for the proper period as stipulated in the apprentice's Apprenticeship Agreement.

"Wages for Apprentices" of the Apprenticeship Standards for the Plastering and Cement Masons Industry, which have been approved and agreed to by the respective signatories to this Agreement, and which may subsequently be amended from time to time by the Trustees of the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund, are hereby referred to and made a part of this Agreement.

PRE-APPRENTICE

The classification of Cement Mason Pre-Apprentice is established as a prelude to apprenticeship. Employers may employ one Cement Mason Pre-Apprentice for every two (2) Cement Mason Apprentices employed. Cement Mason Pre-Apprentices shall work under the supervision of the Cement Mason Foreman.

Cement Mason Pre-Apprentices shall perform work necessary to tend to the Cement Masons or work that is incidental to work normally performed by Journeyman Cement Masons and/or Apprentices. The only certification requirement for Cement Mason Pre-Apprentices shall be an OSHA-10 card. Cement Mason Pre-Apprentices are only eligible to work on projects that are not covered by any prevailing wage requirements.

Cement Mason Pre-Apprentices may only work under such classification for a maximum of 300 hours. At any point, regardless of total hours completed of on-the-job training, and with a written letter of referral from the sponsoring Employer, Cement Mason Pre-Apprentices shall become eligible for direct entry into the Cement Masons

Apprenticeship program and shall be indentured and assigned to the most junior class currently undergoing training. Once a new class of apprentices starts, they will be reverted to that class to continue their apprenticeship.

The wage and benefit rates for Cement Mason Pre-Apprentices shall be:

- 50% of Journeyman Base Rate;
- 50% of Journeyman International Dues Rate;
- 50% of Journeyman Supplemental Dues Rate.

APPENDIX C

LIGHT COMMERCIAL & RESIDENTIAL WORK

This appendix relates to all wood frame, concrete block, tilt-up and poured-in-place concrete construction not more than eight (8) stories in height, including, but not limited to shopping centers, stores, offices, buildings, warehouses, churches, and fast food establishments, single family tract housing, duplex, triplex, fourplex, residential condominiums, townhomes and apartments, where the total cost of the cement mason scope on the project does not exceed ten (10) million dollars.

Excluded from this appendix is any public works project.

The Employer agrees to notify all workers prior to starting work on such projects that they will be working on a project covered by a modified wage and benefit rate.

The following modifications to the regular journeyman wage and benefit rates shall apply to projects covered under the appendix:

- (1) The members vacation contribution shall be removed from the total package. This does not remove Supplemental and International Dues.
- (2) The Pension contribution shall be reduced to \$1.00 per hour.

A joint labor-management committee consisting of an equal number of Employers and Union representatives shall be established, with the authority to adjust the ten (10) million dollar maximum upward when required in order to preserve the project from being performed by non-signatory, non-union employers. All employers signatory to this agreement shall be notified immediately if the labor-management committee approves an adjustment to the ten (10) million dollar maximum. Any adjustment requests must be received and approved prior to bidding.

APPENDIX D

MAINTENANCE WORK

Hotel and/or casino maintenance duties covered by this appendix are hereby limited to patch work, small replacements, and other routine work required to keep the establishment operating. It is understood that under no circumstances is this classification to be used for remodel, tenant improvement or new construction work.

The wage and benefits for maintenance work shall be as follows:

80% of the Base Rate
Full Fringe Benefit Rates

APPENDIX E

COMPETITIVE BIDDING ADJUSTMENT

In the event that an Employer, and/or Employers association, that is signatory to this agreement is planning to bid on a privately funded commercial project he/ they shall notify the local Union business manager, in writing, prior to bidding on the project for any mutually agreed upon competitive adjustment. This adjustment will be done on a project by project basis only and any mutually agreed upon competitive adjustment will be reduced to writing and be made available to all Employers signatory to this agreement.

APPENDIX F

MEMORANDUM AGREEMENT

It is agreed between the undersigned, (“Employer”) and the Operative Plasterers’ and Cement Masons’ International Association, Local Union 797, (“Union”) in consideration of services performed and to be performed by Cement Masons for the Employer as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours and working conditions, as set forth in the agreement, referred to as the Cement Masons Master Labor Agreement date July 1, 2024; between the Nevada Contractors Association, Associated General Contractors, United Building Contractors Association and the Operative Plasterers’ and Cement Masons’ International Association, Local Union 797, and the agreement establishing the following funds:
 - (a) Cement Masons’ & Plasterers’ Joint Vacation Trust Fund;
 - (b) Cement Masons’ & Plasterers’ Health and Welfare Trust Fund;
 - (c) Cement Masons’ & Plasterers’ Pension Trust Fund;
 - (d) Cement Masons’ & Plasterers’ Apprenticeship Committee Trust Fund;
 - (e) Cement Masons’ & Plasterers’ International Training Trust Fund;

and any amendments, modifications, extensions and renewals of such labor agreement, trust agreements and funds. The labor agreement, trust agreements and funds specifically incorporated by reference are made a part of this memorandum agreement.

2. The Employer agrees to pay to the Cement Masons’ and Plasterers’ Joint Vacation Savings Plan; the Cement Masons’ and Plasterers’ Health and Welfare Trust Fund; the Cement Masons’ and Plasterers’ Pension Trust Fund; and the Cement Masons’ and Plasterers’ Apprenticeship Committee Trust Fund; and the Cement Masons’ and Plasterers’ International Training Trust Fund. The payments shall be made in the amounts and manner provided for in the labor agreement and trust agreements, and the rules and procedures adopted by the trustees of the trust funds and all amendments, modifications, extensions and renewals.
3. The provisions of Article 7 of the labor agreement are excluded in their entirety from the memorandum agreement, and the terms and conditions of such Article 7 shall not apply in any manner to the Union and the Employer in the event a dispute should arise over the terms of the labor agreement, and/or this Memorandum Agreement.

In the event a dispute is not resolved between the Union and the Employer, then in addition to the Union’s rights as set forth in the above paragraph, the Union shall also have the option of submitting any dispute to an impartial arbitrator for a final and binding decision. In the event the Union submits such a dispute to arbitration and the parties cannot agree upon the selection of an arbitrator within five (5) days, then the arbitrator shall be selected from a list of five (5) names provided by the federal mediation and conciliation service. The Arbitrator's fees and all incidental fees shall be paid equally by the Union and the Employer.

4. The terms of the special provisions for light commercial work of the labor agreement can be applied only upon the Employer providing the Union with written verification that the job project meets the specified definition of light commercial work.
5. By virtue of signing this agreement, the Employer hereby agrees that when performing work in the state of Nevada, the Employer shall be bound by, and shall perform all work under, the terms and conditions contained in the applicable Cement Masons’ and Plasterers, Master Labor Agreement for

such area, including, but not limited to, the hiring hall requirements, and the subcontracting requirements contained in said applicable Master Agreement.

6. This agreement shall remain in full force and effect until June 30, 2028 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to modify or cancel the agreement not more than ninety (90) days prior to and not less than sixty (60) days prior to June 30, 2028 or June 30th of any succeeding year that the agreement may be modified or canceled. Notwithstanding the year-to-year extension, the Employer shall be bound for the term of any successor labor agreement between the Plasterers' and Cement Masons' and the Employer Associations unless appropriate notice to cancel is give prior to July 1, 2028.

Date: _____

Employer: _____

Address: _____

License#: _____

Phone #: _____ Fax #: _____

Signature: _____

Printed Name: _____

Title: _____

For the Operative Plasterers' and Cement Masons' Local 797

Date: _____

Signature: _____

Printed Name: _____

Title: _____

APPENDIX G

SPECIAL WORKING RULES FOR HEAVY HIGHWAY WORK

THIS APPENDIX SHALL ONLY BE APPLICABLE IF THE UNION DOES NOT PREVAIL ON THE PREVAILING WAGE/CONSTRUCTION WAGE SURVEY CONDUCTED BY THE NEVADA LABOR COMMISSIONER THAT IS USED TO ESTABLISH THE PREVAILING WAGE RATES IN NEVADA.

SHIFT DIFFERENTIAL: There will be no shift differential for multiple shifts on Heavy Highway work.

SHOW-UP PAY: For Heavy Highway work, any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report.

An employee who reports for work and for whom some work is provided shall receive not less than two (2) hours pay; and if more than two (2) hours are worked in any one day he shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including, but not limited to such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Employer or his agent.

OVERTIME: For Heavy Highway work, the following rules will apply when a signatory Employers is bidding against non-union employers:

The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at double time (2x). On Saturday work, the first twelve (12) hours shall be at time and one-half and all additional hours at double time (2x). Sunday and Holidays shall be at double time (2x). All hours worked after twelve (12) hours are at the rate of double time (2x) Monday through Saturday.

If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee.

MAKE UP DAY: When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

LETTER OF UNDERSTANDING

CONTRIBUTIONS IN BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Plasters and Cement Masons Health and Welfare Trust Fund and the Plasters and Cement Masons Pension Trust Fund, on the basis of 160 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity.

Superintendents covered under this paragraph (e) shall be allowed a one-time option to discontinue coverage, if requested in writing to the Employer within ninety (90) days following the effective date of this Agreement.

NOTES