

**2008 - 2013**

**AGREEMENT**

between the

**LABOR RELATIONS DIVISION**

of the

**MICHIGAN INFRASTRUCTURE AND  
TRANSPORTATION ASSOCIATION**

and the

**CEMENT MASONS'  
INTERNATIONAL ASSOCIATION**

**Effective June 1, 2008**

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## **AGREEMENT**

This Agreement is made and entered into as of the 1<sup>st</sup> day of June 2008, by and between the LABOR RELATIONS DIVISION OF THE MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION (hereinafter called the "Association") and the OPERATIVE PLASTERERS' AND CEMENT MASON INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA (hereinafter called the "Union").

The Association is acting only as the collective bargaining agent in the negotiation and administration of this Agreement for those individual Contractor members of the Association who have authorized it so to act (hereinafter called the "Contractor") and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any Contractor. It is further understood and agreed that the liabilities of the Contractor members of the Association who become joint parties to this Agreement shall be several and not joint.

The purpose of the Agreement is to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so as to have as much continuous employment for contractors and workmen as possible without interruption by strikes, lockouts, or other labor trouble.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Contractors and the Union hereby agree as follows:

### **ARTICLE I**

#### **SCOPE OF AGREEMENT AND OPERATIONS COVERED**

- (a) It is understood and agreed that this Agreement shall cover all airport construction work (exclusive of buildings) and all highway and bridge construction work which any Contractor bound by this Agreement performs within the State of Michigan and which comes within the jurisdiction of the Union.
- (b) "Highway Construction" work is defined as all work ordinarily included in public or private contracts for the construction of highways, roads and streets, whether inside or outside private property lines, such as, by way of examples, bridges, sewers and street grading, street paving, curb settings, sidewalks, parking lots, running tracks, bicycle paths, bridle paths and work connected therewith.
- (c) "Airport Construction" work is defined as grading, paving, drainage and similar work incident to the construction of runways but excluding the construction of buildings.
- (d) Any construction work not related to "highway construction" or "airport construction" as defined above shall not come within the scope of the Agreement.

### **ARTICLE II**

## RECOGNITION – UNION SHOP AND DUES

- (a) The Contractor recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours and other conditions of employment, as called for by this Agreement, for all workmen performing the work within the classifications contained in this Agreement within the State of Michigan; and the Union recognizes the Labor Relations Division of the Michigan Infrastructure and Transportation Association as the sole and exclusive bargaining agent for all of its members who have designated it so to act for the purpose of collective bargaining within the State of Michigan.
- (b) When the Contractor needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Contractor shall not be required to hire those referred by the Union. The Contractor shall not be required to request the Union for applicants prior to hiring additional help.
- (c) All present and future employees covered by this Agreement shall, as a condition of their continued employment by the Contractor, become and remain members in good standing with the Union, to the extent of paying or tendering an initiation fee and periodic dues uniformly required as a condition of membership in the Union, after the seventh (7<sup>th</sup>) day following the beginning of their employment with the Contractor or the effective date of this Agreement, whichever is later.
- (d) In the event the National Labor Relations Act is amended, or construed, while this Agreement is in force, so that the employees covered by this Agreement may not lawfully be required to become members of the Union as a condition of employment after the seventh (7<sup>th</sup>) day of employment, then such longer period of time as shall be lawful shall immediately become operative under this Agreement, notwithstanding the provisions of (c) above.
- (e) The failure of any person to make application to and become a member of the Union within said period of time shall obligate the Contractor who employs such person, upon written notice from the Union to any representative of management to such effect and to the further effect that Union membership was and is available to such persons on the same terms and conditions as available to other members of the Union or applicants for such membership, to forthwith discharge such person. The failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues of the Union shall, upon written notice to the Contractor by the Union to such effect, obligate the Contractor to discharge such person.
- (f) The Contractor agrees to deduct Union dues and the original initiation fee for any employee who voluntarily and individually authorizes the deduction in writing.

It is understood that since this Agreement covers the entire State of Michigan, the Union will furnish to the Contractor payroll deduction authorizations, properly signed by the employee. The Contractor will make the required deductions, which will be paid to the designated collection agent of the Union.

The Union agrees to notify the Contractor of any increase or decrease in the

amount of the proper deduction at least 30 days prior to effective date of said changes. The Union shall indemnify and save harmless the Contractor against any claims made against the Contractor on account of the Contractor's deduction of initiation fees and dues pursuant to this Section f.

### **ARTICLE III**

#### **STEWARDS**

On any job where members of the Cement Masons International Union are employed, the Union can appoint, from among the employees on the job, a working steward. The selection of a steward shall not increase the number of employees necessary to man the job as determined by the contractor. The contractor shall be given the name of the steward in writing.

The steward shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Contractor in accordance with the provisions of the Agreement.
2. The collection of dues, when authorized by appropriate local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union, or its officers, provided such messages and information
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow does, refusal to handle goods, or any other interference with the Contractor's business.

The Contractor agrees to permit Union stewards to post and maintain Union notices on the premises when expressly authorized by an officer of the union and approved by the Contractor.

Job stewards and alternates have no authority to take strike action or any other action interrupting the Contractor's business, except as authorized by official action of the Union.

The Contractor recognizes these limitations upon authority of job stewards and their alternates and shall not hold the Union liable for nay unauthorized acts. The Contractor in so recognizing such limitation shall have the authority to render proper discipline, including discharge without recourse, to any steward in the event such steward has taken unauthorized strike action, slow down or other work stoppage in violation of this Agreement.

All stewards shall be employees of the Contractor and shall perform the duties of the classification for which they are employed.

The job steward shall be selected from among the employees on the job site, and on any job site where employees covered under this Agreement are to be employed for more than ten (10) days, the job steward shall be a member of the Local Union having jurisdiction over the area where the job site is situated; provided, however, that this provision shall not affect the right of the Contractor to determine the number of employees to be employed on the job site and the job steward shall not be retained where to do so would require the Contractor to

displace an employee who has been employed by said Contractor for five (5) years or more.

## **ARTICLE IV**

### **EXTRA CONTRACT AGREEMENTS**

- (a) The Contractor agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee. Any such agreement shall be null and void.
- (b) In the event the Union enters into any agreement with any employer engaged in airport construction work (exclusive of buildings) or highway or bridge construction work in the State of Michigan, the terms and conditions (including wage rates) of which are more favorable to such employers than those contained in this Agreement, the union agrees that such more favorable terms and conditions shall automatically be extended to the Contractors covered by this Agreement.
- (c) This Agreement shall be binding upon the parties hereto, their successors, administrators and executors. The Contractor will give any successor notice of the existence of this Agreement.

## **ARTICLE V**

### **MAJOR GRIEVANCE BOARD**

- (a) It is mutually agreed that all controversies and disagreements between the Contractors and employees covered by this Agreement and/or the Union as to the proper meaning or application of the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups or equipment, slow-downs, walk-outs, or any cessation of work of any kind on the part of employees or the Union, nor shall the Contractors use any method of lock-out. Except as otherwise provided, the violation of payments of rates of pay, overtime work, Health and Welfare, Pension, International Pension and/or Apprenticeship fund contributions, as provided in this Agreement, shall not be considered as subject to arbitration, and the Union may take economic action against the Contractor for violation of such payments, provided it gives seventy-two (72) hours written or telegraphic notice to the Association and the Contractor concerned prior to taking such economic action.
- (b) A Major Grievance Board shall be created consisting of two (2) representatives selected by the Contractors and two (2) representatives selected by the International Union involved. The Contractors and the Union shall have the right to select such alternates as may be required to assure their respective representation at any meetings of the Major Grievance Board. All four (4) members of the Board shall constitute a quorum and must be present at all hearings.

- (c) It is mutually agreed that employees, the Union and the Contractors shall have the right and shall make every effort to adjust directly and with reasonable speed any and all grievances which may arise. If any grievance is not satisfactorily settled by the Contractor, the employee shall, within ten (10) calendar days, report the same to the Union and the Contractor in writing setting forth the time the grievance arose and the facts constituting the grievance. The Union and the Contractor shall make every effort to settle the same.
- (d) If any grievance or disagreement is not satisfactorily settled, as provided above, then either the Union or the Contractor may submit the grievance to the Major Grievance Board; provided however, the grievance must be submitted in writing to the Board not later than ten (10) calendar days from the date said grievance was filed in writing with the Contractor and the Union by the employee.
- (e) The duty of the Major Grievance Board shall be to hear within fifteen (15) days, after presentation to it by a designated representative of either the Contractor or the Union, all grievances and disputes that cannot be settled locally by the parties in dispute. Decisions of the Board shall be reached by a majority of the Board and shall be binding upon the Contractor, the Union and the employee or employees involved. Unless otherwise agreed to between the Contractors and the Union, the Major Grievance Board must meet within the fifteen (15) day period herein above specified.

In the event the Contractor refuses or fails to meet with the Union representatives of the Major Grievance Board within the fifteen (15) day period herein above specified (or such other time as the parties mutually agree upon), the Union shall have the right to strike, notwithstanding any provision of this Agreement to the contrary. Any grievance or dispute not processed by an employee or the union within the time limits herein above provided shall be deemed withdrawn.

- (f) If the Major Grievance Board cannot settle or adjust a grievance or dispute, the matter shall be submitted to a disinterested arbitrator who shall be selected by and be acceptable to both parties to this Agreement. In the event the Board is unable to mutually agree upon an arbitrator within five (5) days from the date of reaching impasse on a grievance or dispute, then the arbitrator shall be selected according to the rules and procedure of the American Arbitration Association. The Contractor and the Union shall share the arbitrator's fee equally.
- (g) The arbitrator shall confine his decision to the dispute in question, and he shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall be final and binding upon the Contractor, the Union and the employee or employees involved.
- (h) It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of a Contractor to pay the wage rates, overtime, Health and Welfare, Pension, International Pension and/or Apprenticeship fund payments provided for in this Agreement; provided, however, that any dispute involving a particular employee's proper wage rate, classification or eligibility to receive overtime pay shall be subject to the provisions of this Article. Wage and

overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance, in writing, by the employee. No grievance will be considered if not presented to the Michigan Infrastructure and Transportation Association in writing within 30 days from the date of the event or happening upon which the grievance is based.

- (i) The duly authorized Union representative carrying proper credentials shall be allowed to visit jobs during working hours to interview the Contractor, steward or men working, but shall in no way hinder the progress of the work.

## **ARTICLE VI**

### **PROTECTION OF RIGHTS**

- (a) **PICKET LINES** – It shall not be a violation of the Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the employer's place of business.
- (b) **STRUCK GOODS** - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his employer undertakes to perform for an employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the employer or person on strike.
- (c) Subject to Article XVII (Subcontracting), the Contractor agrees that it will not cease or refrain from handling, using, transporting or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Contractor shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.
- (e) **GRIEVANCES** – Within five (5) working days of the filing of a grievance claiming a violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

## **ARTICLE VII**

### **NOTIFICATION**

Upon receipt of a written request from the Union for a pre-job conference for a specific project, the Contractor will hold such a conference with the Union.

## ARTICLE VIII

### ZONES

- (a) The following wage rates shall apply to all workmen on all work covered by this Agreement. The wage rates upon the effective date shall apply on all work in the geographical Zones, as follows:

**Zone 1** is defined as including Wayne, Monroe, Washtenaw, Oakland, Macomb, Genesee, Saginaw and Livingston Counties.

**Zone 2** is defined as including all of the remaining counties in the State of Michigan.

### WAGE RATES

- (b) The following job classifications and rates of wages shall apply to all work and every workman covered by this Agreement. The wage rates upon the effective dates shall apply on all work, both old and new, in the geographical Zones, as follows:

#### CEMENT MASONS' WAGE RATES

First full payroll period on or after June 1, 2008

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	\$27.48	\$25.98
Working Dues (Deduct)	(1.48)	(1.42)
Pension (Funded)	3.40	3.40
Health & Welfare (Funded)	5.40	5.40
Apprenticeship (Funded)	.25	.25
International Pension (Funded)	.45	.45
	<b>\$36.98</b>	<b>\$35.48</b>
Industry Promotion Fund	.12	.12
<b>Total</b>	<b>\$37.10</b>	<b>\$35.60</b>

#### CEMENT MASONS' WAGE RATES

First full payroll period on or after June 1, 2009

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	Add \$1.00	Add \$1.00
Working Dues (Deduct)		
Pension (Funded)	ABOVE MONIES	TO BE ALLOCATED
Health & Welfare (Funded)		
Apprenticeship (Funded)		
International Pension (Funded)		
	<b>\$37.98</b>	<b>\$36.48</b>
Industry Promotion Fund	.12	.12

<b>Total</b>	<b>\$38.10</b>	<b>\$36.60</b>
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**CEMENT MASONS' WAGE RATES**

First full payroll period on or after June 1, 2010

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	Add \$1.00	Add \$1.00
Working Dues (Deduct)		
Pension (Funded)	ABOVE MONIES TO BE ALLOCATED	
Health & Welfare (Funded)		
Apprenticeship (Funded)		
International Pension (Funded)		
	<b>\$38.98</b>	<b>\$37.48</b>
Industry Promotion Fund	.12	.12
<b>Total</b>	<b>\$39.10</b>	<b>\$37.60</b>

**CEMENT MASONS' WAGE RATES**

First full payroll period on or after June 1, 2011

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	Add \$1.05	Add \$1.05
Working Dues (Deduct)		
Pension (Funded)	ABOVE MONIES TO BE ALLOCATED	
Health & Welfare (Funded)		
Apprenticeship (Funded)		
International Pension (Funded)		
	<b>\$40.03</b>	<b>\$38.53</b>
Industry Promotion Fund	.12	.12
<b>Total</b>	<b>\$40.15</b>	<b>\$38.65</b>

**CEMENT MASONS' WAGE RATES**

First full payroll period on or after June 1, 2012

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	Add \$1.05	Add \$1.05
Working Dues (Deduct)		
Pension (Funded)	ABOVE MONIES TO BE ALLOCATED	
Health & Welfare (Funded)		
Apprenticeship (Funded)		
International Pension (Funded)		
	<b>\$41.08</b>	<b>\$39.58</b>
Industry Promotion Fund	.12	.12
<b>Total</b>	<b>\$41.20</b>	<b>\$39.70</b>

**CEMENT MASONS' ROAD BUILDERS – APPRENTICESHIP RATES**

EFFECTIVE JUNE 1, 2008

**1<sup>ST</sup> YEAR APPRENTICE**

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	\$15.00	\$14.17

Working Dues (deduct)	(.98)	(.95)
Pension (funded)	3.40	3.40
Health & Welfare (funded)	5.40	5.40
Apprenticeship (funded)	.25	.25
International Pension (funded)	<u>.45</u>	<u>.45</u>
	\$24.50	\$23.67

Industry Promotion Fund	<u>.12</u>	<u>.12</u>
<b>Total</b>	<b>\$24.62</b>	<b>\$23.79</b>

## 2<sup>ND</sup> YEAR APPRENTICE

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	\$19.13	\$18.12
Working Dues (deduct)	(1.15)	(1.10)
Pension (funded)	3.40	3.40
Health & Welfare (funded)	5.40	5.40
Apprenticeship (funded)	.25	.25
International Pension (funded)	<u>.45</u>	<u>.45</u>
	\$28.63	\$27.62

Industry Promotion Fund	<u>.12</u>	<u>.12</u>
<b>Total</b>	<b>\$28.75</b>	<b>\$27.74</b>

## 3<sup>RD</sup> YEAR APPRENTICE

	<b>Zone 1</b>	<b>Zone 2</b>
Base Rate Per Hour	\$23.27	\$22.09
Working Dues (deduct)	(1.31)	(1.26)
Pension (funded)	3.40	3.40
Health & Welfare (funded)	5.40	5.40
Apprenticeship (funded)	.25	.25
International Pension (funded)	<u>.45</u>	<u>.45</u>
	\$32.77	\$31.59

Industry Promotion Fund	<u>.12</u>	<u>.12</u>
<b>Total</b>	<b>\$32.89</b>	<b>\$31.71</b>

The parties shall meet in subsequent years not earlier than 90 days prior, not later than 60 days prior to June 1<sup>st</sup> of each succeeding year to allocate the packages for the subsequent years between wage rates and/or fringe benefits.

On a project subject to governmental prevailing wage rate(s) determination where the prevailing wage rate(s) issued by the governmental agency is not based on this Agreement, or on the 2003-2008 Agreement between the LRD and the Union, and the prevailing wage rate(s) are less than the wage rate(s) provided in this Agreement, then the governmental agency's wage rate(s) determination shall apply on that project. The Contractor shall furnish the union a copy of the governmental agency's wage rate(s) determination for the project.

- (c) Upon written agreement between the LRD and the Union(s), the Union(s) may divert a part of the base wage rate provided in this Agreement to fund Health and

Welfare payments or Pension payments. The written agreement between the LRD and the Union(s) shall state the amount, or amounts, to be diverted from the base wage rates and the effective date. Contractors shall thereafter make the appropriate contribution(s) to the Fund(s), and the base wage rate shall be reduced accordingly.

## **VACATION FUND**

- (d) If the Union establishes a Vacation Fund and an employee working under this Agreement desires to have contributions made to such Vacation Fund on his behalf, the contractor will, upon written authorization from the employee, make contributions to such Vacation Fund by deducting the amount of such contribution from the wages earned by the employee. Such written authorization from the employee shall continue in effect for one (1) year from the date delivered to the contractor and shall continue in effect from year to year thereafter unless revoked by the employee, in writing, delivered to the Contractor at least thirty (30) days before the yearly anniversary date of such authorization.

## **PAY PROVISIONS**

- (e) In the event there is a construction contract extending into two Zones, the rate of pay for the entire construction contract shall be that of the Zone commanding the higher wage scale.
- (f) All wages shall be paid to the employees at least once a week on the job site or by such alternative arrangements as may be made between the employee and the Contractor. The weekly payday established by the Contractor for a particular job site shall remain the same for the life of the job. Employees shall be paid in United States currency or check drawn on a Michigan bank. The Contractor agrees that payroll checks will be on the job site no later than two (2) hours after the start of the shift on pay day so that employees may receive their checks before leaving the job site when they are not required to work; provided, however, mutually agreed to arrangements for obtaining payroll checks may be made between an employee and the Contractor. If the regular payday falls on a holiday, the employees will be paid the day before the holiday.

## **DISCHARGE**

- (g) If a workman is discharged or permanently laid off from the job site, he shall be paid within one (1) hour of the time discharge, or he shall be paid straight-time for anytime he is required to wait beyond such one (1) hour. This shall be construed to apply to normal working hours only.

## **VOLUNTARY QUIT**

- (h) If a workman quits of his own accord, he shall wait for his pay until the next regular pay day. If the workman does not reside in the area of the job, his check shall be mailed to his home address.

## **LEADMAN**

- (i) Whenever five (5) or more Cement Masons are working for a Contractor on a job site, the Contractor shall designate one of such workmen (who shall be a journeyman Cement Mason) to act as Leadman. When working as a Leadman, the workman shall receive one dollar (\$1.00) per hour above the Cement Mason rate. A Leadman shall perform the work of a journeyman Cement Mason.

## **SHIFT WORK**

- (j) On jobs where only one (1) shift is worked but it is necessary to commence work at 4:00 PM or later, all employees who commence work between the hours of 4:00 PM and 4:30 AM shall receive a premium of ten (10¢) per hour in addition to their regular straight-time hourly rate. If the shift commence prior to 12:00 midnight on Friday and continues into Saturday, time and one-half (1 1/2) shall not be paid until eight (8) hours have been worked after the starting time of the shift. If the shift commences at or after 8:00 PM on Sunday night, time and one-half (1 1/2) shall not be paid until eight (8) hours have been worked after the starting time of the shift. When it is necessary to change the starting time of the shift on a job site due to requirements of the contracting authority, the Contractor shall notify the Local Union.

## **ARTICLE IX**

### **HEALTH AND WELFARE FUND**

- (a) The Contractors agree to pay into the Michigan Trowel Trades Health and Welfare Fund the amount set forth in Article VIII for each employee doing work covered by this Agreement. All Health and Welfare contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or as such other regular intervals as may be determined by the Trustees of the Michigan Trowel Trades Health and Welfare Fund, to such depository as may be designated by said Trustees.

The Contractors agree to be bound by the terms of the Michigan Trowel Trades Health and Welfare Fund Trust Agreement and by lawful rules and regulations adopted by the Trustees pursuant thereto.

### **PENSION FUND**

- (b) The Contractors agree to pay into the Outstate Michigan Trowel Trades Pension Fund the amount set forth in Article VIII for each hour actually worked by each employee doing work covered by this Agreement, without regard to whether the employee was working straight-time or overtime. The contributions to the Pension Fund shall be made by each Contractor each month, or at such other regular intervals as may be determined by the Trustees of the Pension Fund, to such depository as may be designated by said Trustees.

The Contractors agree to be bound by the terms of the Michigan Trowel Trades Pension Fund Trust Agreement and by lawful rules and regulations adopted by the Trustees pursuant thereto.

## **ARTICLE X**

### **INTERNATIONAL PENSION FUND**

The Contractors agree to pay into the international Union of Bricklayers and Allied Craftsmen International Pension Fund the sum of forty-five cents (45¢) per hour for each employee doing work covered by this Agreement. All International Pension Fund contributions shall be computed on actual hours worked, without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Fund, to such depository as may be designated by said Trustees.

## **ARTICLE XI**

### **APPRENTICESHIP FUND**

- (a) The Contractors agree to pay into the Operative Plasterers' and Cement Masons' Apprenticeship Fund ten cents (10¢) per hour for each hour worked by each Cement Mason working under this Agreement. The contribution shall be computed on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Operative Plasterers' and Cement Masons' Apprenticeship Fund, to such depository as may be designated by said Trustees.
- (b) The Contractors agree to be bound by the terms and conditions to the Trust Agreement establishing said Operative Plasterers' and Cement Masons' Apprenticeship Fund and by all lawful rules and regulations adopted by the Trustees pursuant thereto.

## **ARTICLE XII**

### **INDUSTRY PROMOTION FUND**

- (a) The Contractor agrees to pay to the Michigan Infrastructure and Transportation Association Industry Promotion Fund twelve cents (12¢) for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight time or overtime.
- (b) The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association and such contributions shall be reported on such form as may be designated by the Association.

- (c) The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.
- (d) The Contractors hereby agree that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Contractor to determine compliance with this Article.

### **ARTICLE XIII**

#### **OVERTIME**

- (a) Employees shall receive time and one-half (1 1/2) the regular established rate per hour for all work performed in excess of eight hours per day, except where the Contractor schedules work on a four (4) ten (10) hour work schedule (see paragraph f).

#### **SATURDAYS AND HOLIDAYS**

- (b) Employees shall receive time and one-half (1 1/2) the regular established rate per hour for all work performed on Saturdays, Sundays, and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day except in extreme emergencies.

#### **SHOW-UP TIME**

- (c) In the event an employee is ordered to report for work on any day, he shall be paid at least two (2) hours pay if his is not put to work, unless he is prevented from working on account of bad weather. If an employee commences work and works six (6) hours, he shall receive eight (8) hours pay.
- (d) Eight (8) hours shall constitute a work day; provided, however, that where two or more shifts are worked employees on the second and third shifts shall be allowed a one-half (1/2) hour lunch period in each shift to be paid for as working time.
- (e) A normal work week shall constitute five (5) days commencing Monday AM through Friday PM.

#### **FOUR (4) TEN (10) HOUR DAY WORK SCHEDULE**

- (f) The Contractor shall have the option of scheduling work on the basis of four (4) ten (10) hour days, Monday through Friday, at straight-time, for any work week, on a Company-wide basis, a work crew basis or a project basis provided that when employees are so scheduled, they shall be paid on Thursday. When employees are scheduled to work on a four (4) ten (10) hour day schedule, time and one-half (1 1/2) shall be paid for all hours over ten (10) in one day. If a four

(4) ten (10) hour day is worked Monday through Thursday and work is unable to be performed on one of the days on account of weather, Friday may be scheduled for ten (10) hours at straight time as a make up day.

## **ARTICLE XIV**

### **LIABILITY OF PARTIES**

- (a) The Contractor agrees that it will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Contractor, notify that Contractor after receipt of said request whether the act of the member or members of the Union so complained of was or was not authorized, and if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.
- (b) The Union agrees that it will not hold the Contractor liable for any acts of the agents of said Contractor not authorized by said Contractor. The Contractor agrees that it will, on written request by the Union, notify the Union in writing within twenty-four (24) hours after receipt of said request at the office of said Contractor whether or not the act of the Contractor's agent so complained of by the Union was authorized, and if not authorized, the Contractor agrees that it will take immediate steps to rectify the situation complained of.

## **ARTICLE XV**

### **GENERAL PROVISIONS**

- (a) The Union agrees that the Contractor shall not be hindered or prevented from using any type or quantity of tools or appliances and may secure materials or equipment from any market or source without interference of any kind.
- (b) The terms and conditions of this Agreement shall be equally applicable to all employees without regard to race, creed, color, ancestry or national origin.
- (c) The Contractor and Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices and agree that they shall cooperate in taking necessary steps to comply with such laws and lawful regulations thereunder. Referral and selection of all employees shall be on the basis of qualifications, without regard to race, creed, color, sex, age, religion, national origin or ancestry.
- (e) The Contractor shall not be required to take any action under this Agreement which is in violation of Federal, State or local laws.
- (f) Under no circumstances will a workman be required or assigned to engage in any activity in violation of any applicable statute, or court order, or government regulation relating to safety of person or equipment.
- (g) The Contractor will, when sanitary facilities are not otherwise available, provide

temporary sanitary accommodations for the use of his employees.

- (h) Any workman temporarily shifted by the Contractor from any classification of work to another classification of work shall be paid the rate of wages for the classification which provides the higher wage rate.
- (i) It shall be considered a violation of this Agreement for the Contractor to deduct any money from the employee's pay except deductions required by Federal or State laws, court order or written authorization of the workman.
- (j) The Contractors shall be free to move employees represented by the Operative Plasterers' and Cement Masons' International Association, from and to any construction project in the State of Michigan.

## **ARTICLE XVI**

### **PARTIES TO THIS AGREEMENT**

- (a) This Agreement shall include all members of the Labor Relations Division of the Michigan Infrastructure and Transportation Association who designate the Labor Relations Division as their bargaining agent for purposes of bargaining with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- (b) The terms of this Agreement shall become effective and binding on all Contractors who may request and receive membership in the Labor Relations Division of the Michigan Infrastructure and Transportation Association and who designate the Labor Relations Division as their bargaining agent for purposes of bargaining with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, and all local Unions having jurisdiction over the work covered by this Agreement.

## **ARTICLE XVII**

### **SUBCONTRACTING**

The wages, hours and working conditions provided in this Agreement shall apply to all work performed by the Contractor with this own employees and to all work performed by workmen on the job site by piece work, station work or in the employment of subcontractors. The Contractor agrees to refrain from subcontracting work covered by this Agreement to any person who does not agree to observe to wages, hours and working conditions established by this Agreement.

## **ARTICLE XVIII**

### **MILITARY CLAUSE**

Workers enlisting or entering the military or naval service of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges by this Act.

## **ARTICLE XIX**

### **WORKERS' COMPENSATION**

The Contractor agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Contractor shall provide workers' compensation for all employees covered by this Agreement even though not required by State law.

## **ARTICLE XX**

### **LIMITATIONS OF AUTHORITY AND LIABILITY**

- (a) No employee, Union member, or other agent of the union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the International Union involved. The Union shall not be liable for any such activities unless expressly authorized.
- (b) The authority of the Union steward shall be limited to acts or functions, which said stewards, are expressly authorized to perform by the Local Union of which they are a member.

## **ARTICLE XXI**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either

party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE XXII**

### **APPRENTICES**

- (a) In order to maintain a sufficient number of skilled Journeymen Cement Masons in the industry covered by this Agreement, the necessity for the employment of Apprentices is recognized and the training and employment of as many Apprentices as is reasonable and practicable shall be encouraged and undertaken by both the Union and Contractors.
- (b) On highway and airport construction the contractors shall not be required to use Apprentices. However, one Apprentice shall be permitted for each Journeyman Cement Mason employed by the Contractor.
- (c) On bridge construction work the Contractor shall not be required to use Apprentices. However, an Apprentice shall be permitted for each Journeyman Cement Mason employed by the Contractor; provided, however, that when the Contractor is unable to secure sufficient Journeymen Cement Masons, then he may employ an Apprentice, or Apprentices, in their stead.

### **ON-THE-JOB TRAINEES**

- (d) Whenever the Contractor hires on-the-job trainees to perform work within the jurisdiction of the Union and covered under this Agreement, such trainees shall receive the rate of pay provided for on-the-job trainees by applicable governmental regulation and such on-the-job trainees shall be required to become members of the Union as provided in Article II of this Agreement.

## **ARTICLE XXIII**

### **TERMINATION**

This Agreement shall remain in full force and effect until June 1, 2013, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of the current term, or as the case may be sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered or certified mail to the other party. The parties shall then enter into collective bargaining not later than forty-five (45) days prior to the Agreement expiration date.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LABOR RELATIONS DIVISION  
OF THE MICHIGAN INFRASTRUCTURE  
AND TRANSPORTATION ASSOCIATION

OPERATIVE PLASTERERS' AND  
CEMENT MASONS' INTERNATIONAL  
ASSOCIATION OF THE UNITED  
STATES AND CANADA

By: \_\_\_\_\_  
Robert A. Patzer  
Executive Vice President / Secretary

By: \_\_\_\_\_  
Daniel J. Rauch  
International Representative

### **MEMORANDUM OF UNDERSTANDING**

In interpreting and applying Article XVII (Subcontracting) of this Agreement it is understood and agreed that the contractor shall not be liable for any Subcontractor's failure to comply with the rates, terms and conditions of this Agreement, except where the Subcontractor is a corporation or the business entity in which the Contractor has controlling ownership interest (i.e., at least 50% ownership interest) and except to the extent of any liability the Contractor may have by law with respect to work covered by the federal David Bacon Act, the Michigan Prevailing Wage Rate Act or a prevailing wage rate law of a Local Unit of Government.

LABOR RELATIONS DIVISION  
OF THE MICHIGAN INFRASTRUCTURE  
AND TRANSPORTATION ASSOCIATION

OPERATIVE PLASTERERS' AND  
CEMENT MASONS' INTERNATIONAL  
ASSOCIATION OF THE UNITED  
STATES AND CANADA

By: \_\_\_\_\_  
Robert A. Patzer  
Executive Vice President / Secretary

By: \_\_\_\_\_  
Daniel J. Rauch  
International Representative

### **OPERATIVE PLASTERERS' AND CEMENT MASONS' LOCAL UNION'S JURISDICTION FOR CEMENT MASONS**

**Local 514**  
1154 E. Lincoln Ave.  
Madison Heights, MI 48071

(248) 548-0800

Jurisdiction: Wayne, Oakland, Macomb, St. Clair, Washtenaw,  
Sanilac and Livingston South of M-59.

**Local 886**

4652 Lewis Ave.  
Toledo, OH 43612  
(419) 478-2652

Jurisdiction: Monroe, Hillsdale and Lenawee.

**Local 16**

3815 W. St. Joseph St., Ste. B  
Lansing, MI 48910  
(517) 999-3410

Jurisdiction: The remaining counties in the State of Michigan.

**APPENDIX**

The following is an extract from the Constitution of the Operative Plasterers' and the Cement Masons' International Association of the United States and Canada, with respect to their claimed jurisdiction.

**OPERATIVE PLASTERERS' AND  
CEMENT MASONS'  
INTERNATIONAL ASSOCIATION OF THE  
UNITED STATES AND CANADA**

All concrete construction such as bridges, silos, curbs and gutters, sidewalks, street and roads, paving, alleys and roofs of mass and reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements and the operation of power driven floats and troweling machines. The rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, all preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping, bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms. All prefabricated and prestressed concrete construction on the job site and in the shop such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same.

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

**CONTRACT TO BE EXECUTED BY AN EMPLOYER  
WHO IS NOT A MEMBER OF THE SIGNATORY  
GROUPS COVERED BY THE MITA AGREEMENT**

The undersigned Employer hereby agree to be bound by all the terms and conditions set forth in the Agreement between the Michigan Infrastructure and Transportation Association (the "Association) and the Operative Plasterers' and Cement Masons' International Association, AFL-CIO (the "Union") effective June 1, 2008 through May 31, 2013 and to become a party thereto. A copy of the wage scale for June 1, 2008 through May 31, 2013 is attached hereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Section XXIII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary be registered mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during following the notice by the Union referred to in the preceding sentence.

The undersigned Employer agrees to voluntarily recognize the Union as the sole and exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of the Employer within the bargaining unit covered by the Agreement on all of the Employer's present and future job sites within the Union's geographic jurisdiction based upon the fact, acknowledged by the Employer to be true, that the Union has requested recognition as Section 9(a) representative of the unit employees and the Union has shown, or has offered to show, evidence of its majority support.

**FOR THE EMPLOYER:**

Firm Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE UNION:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EMPLOYER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Federal Identification Number EIN: \_\_\_\_\_  
Workers' Compensation Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_  
Expiration: \_\_\_\_\_  
Michigan Employment Security  
Registration No.: \_\_\_\_\_

Check One:  
( ) Corporation  
( ) Partnership  
( ) Sole Proprietorship

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**IF CORPORATION:**

Michigan Corporation and  
Security Commission No.: \_\_\_\_\_

**NAMES OF OFFICERS:**

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

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**IF PARTNERSHIP:**

**Names of Partners:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**DESIGNATED MANAGING PARTNER:**

1. \_\_\_\_\_

**IF SOLE PROPRIETOR:**

Name of Sole Proprietor: \_\_\_\_\_  
If Assumed Name, County of Registration: \_\_\_\_\_

**CONTRACT TO BE EXECUTED BY AN  
EMPLOYER WHO IS NOT A MEMBER OF THE  
SIGNATORY GROUPS COVERED BY THE MITA AGREEMENT**

The undersigned Employer hereby agree to be bound by all the terms and conditions set forth in the Agreement between the Michigan Infrastructure and Transportation Association (the "Association") and the Operative Plasterers' and Cement Masons' International Association, AFL-CIO (the "Union") effective June 1, 2008 through May 31, 2013 and to become a party thereto. A copy of the wage scale for June 1, 2008 through May 31, 2013 is attached hereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Section XXIII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by registered mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during following the notice by the Union referred to in the preceding sentence.

The undersigned Employer agrees to voluntarily recognize the Union as the sole and exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of the Employer within the bargaining unit covered by the Agreement on all of the Employer's present and future job sites within the Union's geographic jurisdiction based upon the fact, acknowledged by the Employer to be true, that the Union has requested recognition as Section 9(a) representative of the unit employees and the Union has shown, or has offered to show, evidence of its majority support.

**FOR THE EMPLOYER:**

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE UNION:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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**EMPLOYER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Federal Identification Number EIN: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Expiration: \_\_\_\_\_

Michigan Employment Security

Registration No.: \_\_\_\_\_

Check One:

Corporation

Partnership

Sole Proprietorship

---

**IF CORPORATION:**

Michigan Corporation and  
Security Commission No.: \_\_\_\_\_

NAMES OF OFFICERS:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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**IF PARTNERSHIP:**

Names of Partners:

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

DESIGNATED MANAGING PARTNER:

2. \_\_\_\_\_

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**IF SOLE PROPRIETOR:**

Name of Sole Proprietor: \_\_\_\_\_

If Assumed Name, County of Registration: \_\_\_\_\_