

THE OPERATIVE PLASTERERS AND CEMENT
MASONS INTERNATIONAL ASSOCIATION

LOCAL UNION NO. 18, AREA 544

MEMORANDUM OF AGREEMENT

PAVING AND HEAVY AGREEMENT

Between

CEMENT MASONS LOCAL NO. 18, AREA 544

and

CONTRACTOR

(Name)

Effective Date - January 1, 2003

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PAVING AND HEAVY AGREEMENT

THE OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 18, AREA 544

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, shall be effective from the 1st day of January, 2003, by and between The Associated Contractors of the Quad Cities, and/or by individual signers who are engaged in the construction industry as described herein, hereinafter referred to as the Contractor and The Cement Masons' Local Union No. 18, Area 544, O.P. and C.M.I.A. of Rock Island, Illinois, hereinafter referred to as the Union.

ARTICLE I Recognition

Section 1. The Contractor recognizes the Union as the exclusive bargaining agent on all matters pertaining to wages, hours and other conditions of employment, including health, welfare and pension funds, for all Journeymen, Apprentices, and Trainee Cement Masons working on all paving and heavy construction work in Rock Island County, Mercer County, and Henderson County north of U.S. Rt. 34, in Illinois and in Scott County, Iowa.

Section 2. The Employer may direct or require his employees or other persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit.

Section 3. The Union agrees that there will be no stoppage of work due to jurisdictional disputes.

Section 4. The Union claims for Cement Masons all concrete construction, such as bridges, curbs and gutter, sidewalks, streets and roads, paving, alleys, walls abutments and culverts. The screeding and finishing of all walls abutments and culverts. Also the finishing of all flat surfaces of concrete. The striking off and finishing of all base and top materials, whether done by trowel, float, darby, burlapping, belting or any other process on roads, streets, alleys, bridges and airports. All patching, grouting and brushing regardless of materials used. The grinding of beam seats and all road surfaces. Also bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction. The setting of all screeds and curb forms, sidewalks, approaches, and all forms for paved ditches and slope walls. The finishing of all concrete construction using any color pigment when used with cement. The repair and finishing of all exposed aggregate and any other work assigned. It is further agreed that all puddling and striking off or straight edging of concrete, grout, dry packing, and other finishing connected with cement masonry work will be done under the supervision of a Journeyman Cement Mason.

Section 5. Unless concrete poured comes to a given grade, no Journeyman Cement Mason will be required.

New Section 6. Market Recovery. The Unions and the Association together may create a Competition Committee. The Competition Committee shall include the Cement Masons Local No. 18 (Area 544), and other applicable Unions. This Committee shall consist of members representing the Association and the Unions. The Union and/or Association may appoint alternate members. The purpose of the Competition Committee is to monitor the unfair competition in the Industry. The Committee shall take those steps necessary to keep parties to the Agreement competitive in the market area covered by the geographic boundary of the Agreement.

The Local Union Business Manager or authorized representative, shall have the authority to make contract concessions during the term of this Agreement. Any individual Employer of Employers signatory to this Agreement may request contract concessions for a specific project. Upon such a request the Local Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers.

In the event a bona fide Non-Union and/or Non-Signatory bidder has plans on a project these market recovery provisions will apply after notification to the proper Union official.

1. The Contractor will give employees two (2) hours notification (before start time) if the workday is to be cancelled due to inclement weather or the Contractor may establish a call in system for inclement weather so the employees can call an "800" number to see if there will be work that day.
2. The Contractor will also have the option of establishing a four (4) ten (10) hour day work week schedule if overtime laws do not forbid such. In this event Friday will be established as a make-up day. Any Saturdays worked will be time and one-half (1 ½) regardless.
3. If a five-day work week is established, Saturday can be used as a make-up day at straight time due to inclement weather or major equipment breakdown. Then in such case, up to eight hours will be worked on Saturday at straight time to make-up for lost hours during the week or up to forty (40) hours after which all time shall be at the rate of time and one-half (1 ½). Saturday will not be a mandatory make-up day.
4. Employees shall perform all work assigned to them by their employer.
5. All overtime shall be paid in accordance with all applicable State and Federal Laws in all cases.
6. The wages for work shall be as set forth in the Project Contract Documents for the duration of the project, except health and welfare shall be as specified in the agreement.
7. The Union and Employer will use their best efforts to establish a competitive package for non-prevailing wage projects in Scott County, Iowa.

ARTICLE II Union Security

Section 1. All present employees of the Contractor covered by this agreement who are members of the Union as of the date of the execution of this agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement who are not members of the Union and all employees of the Contractor covered by this Agreement hired after the date of this Agreement shall become members of the Union within eight (8) days following the date of this Agreement or within eight (8) days following the date of hire, whichever is later, and shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

Section 2. Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by payment of uniform initiation fees and/or dues as required the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

Section 3. This article shall not be in force or effect for any employment within the boundaries of Iowa, or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment, provided the law is applicable to the Contractors and parties hereto. In the event any State, including Iowa, which has, or during the lifetime of this contracts enacts a statute, act or law prohibiting any Union security agreements, and subsequently repeals such statute, act or law, Article II will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such repeal.

Section 4. In the event the present Federal Law affecting the time within which an employee shall be required to obtain membership is changed, the provisions of the first paragraph of this Article with reference to such time shall be amended to conform with such changed time requirements.

ARTICLE III Employment

Section 1. The Union will, upon request of the Contractor, make referral of applicants for employment to the Contractor. The Contractor shall advise the Union, as early as possible and not later than the prior day, when requesting referrals, of the specific experience and qualifications desired, limitations of any nature, the nature and location of the project, and such other information as is deemed pertinent by the Contractor for the proper referral of applicants to be referred by the Union. Further, the Contractor may request, by name, the referral of any Cement Mason who is available for employment.

Section 2. The term "referral" as utilized herein is defined as the notification given to an individual available for employment that his application for employment will be given consideration with other applicants by the requesting Contractor.

Section 3. The Union, in making referrals, shall not violate Section 7 or impinge upon the restrictions set forth in Section 8(a)(3) and Section 8(b)(2) of the Labor Management Relations Act, as amended.

Section 4. The right to hire or reject applicants referred by the Union is vested exclusively in the Contractor. Actions of the Union will not discriminate against any applicant for membership because of race, creed, color or national origin. The Union will take affirmative action to insure that applicants are recruited and considered for membership without regard to their race, creed, color, sex or national origin.

Section 5. Each Contractor is at liberty to hire or discharge for just cause whomsoever he sees fit, and each employee is at liberty to work for whomsoever he sees fit.

Section 6. The Contractor shall have the right to determine the number of employees any certain portion of the work shall require.

Section 7. If the Employer and the Union official mutually agree, then a pre-job conference may be scheduled.

ARTICLE IV Hours of Work

Section 1. The normal work week shall be forty (40) hours and the normal work day shall be scheduled between 6:00 a.m. and 4:30 p.m.

Section 2. All overtime shall be paid at the rate of time and one-half the regular rate of pay, except Sundays and holidays which will be at the rate of double the regular rate of pay.

Section 3. Each employee shall have a one-half hour lunch period provided reasonably near the middle of the shift. In the event that job conditions preclude a full one-half hour lunch period reasonably near the middle of the time shift, the employee shall be paid one and one-half (1 1/2) times the regular rate of wages for working through this period.

Section 4. Work on swinging scaffolds or bos'n chairs, where a free fall of twenty (20) feet or more may occur. If this occurs, the Union and the Contractor may negotiate to provide for additional pay for this work.

Section 5. Prior to establishing more than one shift, the Contractor shall reach an agreement with the Unions business agent.

ARTICLE V Reporting and Transportation Pay

Section 1. Any employee who reports for work and for whom no work is provided shall receive one (1) hour pay, provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours, nor less than eight (8) hours if employee works in excess of four (4) hours, provided the employee remains available for work. If the job is shutdown because of weather, breakdown, or condition beyond the control of the Contractor, employees shall be paid for actual time worked.

Section 2. Transportation to and from jobs in the territorial jurisdiction of the Local Union shall be the responsibility of the Cement Mason.

Transportation to jobs outside the territorial jurisdiction of the Local Union may be mutually arranged between the individual Cement Mason and his employer.

ARTICLE VI Holidays

Section 1. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

Section 2. It is agreed that under no consideration shall any employee work on Labor Day unless by mutual consent of the signatory parties.

Section 3. It is agreed that should any of the above mentioned holidays fall on a Sunday the following Monday shall be celebrated as such.

ARTICLE VII
Wage Scales

Section 1. It is understood and agreed that the following wage scale shall be effective in the following counties: Rock Island, Mercer County, and Henderson County north of U.S. Rt. 34, in Illinois and Scott County in Iowa:

Effective Date: January 1, 2003

Net Rate	H/W	Pension	M.R.F.F.C.
22.01	3.70	4.50	.05
Gross Rate	Dues Check Off	Training Fund	
30.61	1.22	.35	

Effective: January 1, 2004, a \$1.00 per hour total increase will be distributed as mutually agreed.
Effective: January 1, 2005, a \$1.00 per hour total increase will be distributed as mutually agreed.
Effective: January 1, 2006, a \$1.05 per hour total increase will be distributed as mutually agreed.
Effective: January 1, 2007, a \$1.05 per hour total increase will be distributed as mutually agreed.
Each Employer shall pay to the Northern Illinois and Iowa Laborers Health and Welfare Trust established for employee health and welfare benefits, the health and welfare contributions. Each Employer shall pay to the Central Laborers Fringe Benefit account the pension contributions.

Section 2. Contributions of the Employer for the current month, together with report forms supplied for such purposes, are due by not later than the fifteenth (15th) day of the following month. If contributions of the Employer are not made by the fifteenth (15th) day of the month on which contribution is to be paid, the Employer shall be liable for payment of contributions and penalty arising on account of such non-payment.

Section 3. Rates for apprentices shall be:

First year -

60 days probation, 60% of Journeyman's wages. No benefits.

Next 10 months, 60% of Journeyman's wages with benefits.

Second year -

70% of Journeyman wages, with benefits.

Third year -

80% of Journeyman wages, with benefits. Also one (1) apprentice for every two (2) journeyman upon contractors request when available.

Section 4. Should additional revenue be needed during the term of this agreement to preserve any of the funds established by any of the above trusts, the hourly wage rate may be adjusted downward in the amount of any additional trust contributions, if mutually agreed and approved by the Department of Labor.

Section 5. If for any reason any of the above trusts terminate, then the amount or amounts of required employer contributions, as set forth above, on and after the termination date or dates shall be added to the hourly rate.

Section 6. Apprentices

- (a) Joint Apprenticeship and Training Committee – The standards and implementation of the Apprenticeship and Training Program and all matters related to training and placement shall be determined and governed by a Joint Apprenticeship and Training Committee which shall be composed of an equal number of EMPLOYERS and EMPLOYEES.
- (b) Each EMPLOYER is encouraged to employ apprentices in accordance with the JATC Apprenticeship Standards. An EMPLOYER who employs four (4) or more journeymen is encouraged to employ at least (1) apprentice.

Section 7. Trainee, for the purposes of this Agreement, is defined as any person who worked in the Trade and who is neither a Journeyman nor a Registered Apprentice.

- (a) Upon selection for training by the Cement Masons Local 18, Area No. 544, such Cement Masons Trainees shall be subject to the hiring and referral provisions as established by the Collective Bargaining Agreement, Article III, Employment.
- (b) The selected Trainees may be trained under the Joint Apprenticeship and Training Program.
- (c) One (1) Cement Mason Trainee may be employed on a job where one or more Journeyman Cement Masons are steadily employed and additional trainees may be employed by mutual consent of the Employer and the Union Business Representative.
- (d) The wage of a Trainee shall be established and maintained at the second year Apprentice rate of seventy (70) percent of the Journeyman's basic scale.

Section 8. Management and Labor therefore pledge to work towards the development of the industry by making a minimum contribution per hour as set forth in Section 1 to the Training Fund. It is further agreed that the Union will provide to Management Association specific information in the scope of any Journeyman & Apprentice Upgrading Classes.

ARTICLE VIII
Payment of Wages Due

Section 1. It is agreed that the Cement Masons shall be paid on Friday following the previous work week and no later than quitting time.

Section 2. Should an employee covered by this agreement be discharged or laid off, he shall be paid all wages due at the regular quitting time; or within twenty-four (24) hours afterwards; or mailed his check, postmarked within twenty-four (24) hours after quitting time. If not paid or postmarked within said twenty-four (24) hours, the employer shall pay a penalty of eight (8) hours of pay to such employee at the regular rate of pay for each succeeding twenty-four (24) hours of delay (excluding Sundays and Holidays). The Employer must have maintained an office in Area 544's jurisdiction for the past three (3) year period for this paragraph to be applicable. If this paragraph is not applicable, any Mason laid off shall be paid all wages due at the time of lay-off. If the man has to wait for his check, the above penalty provision will apply.

ARTICLE IX
Foremen Pay

Section 1. When and if a Cement Mason is designated by the Contractor and employed on any one job to perform the duties of a Leadman, said Mason shall receive one dollar (\$1.00) above the regular rate of wages.

ARTICLE X
Working Conditions

Section 1. Contractors shall furnish rubbing stones and brushes and respirators for grinding work. Proper provisions must be made to have respirators sterilized.

Section 2. The Contractors shall provide a reasonably secure storage space at the job site for Cement Mason's tools.

Section 3. The Contractor shall furnish suitable drinking water for employees at the job site.

Section 4. The Contractor shall furnish rain apparel when conditions warrant to Cement Masons who shall be responsible for same.

Section 5. A short coffee break, in the A.M., will be allowed if work conditions permit, in the judgment of the Project Superintendent.

Section 6. Rubber boots are to be furnished by the Contractor on all projects where the employees are working in mud, water or concrete.

ARTICLE XI
Security Payments

Section 1. It is understood and agreed that all Contractors or Employers employing Journeymen Cement Masons and registered Apprentices and Trainees covered by this agreement shall comply with Federal and State Laws governing Workmen's Compensation, Social Security and Unemployment Compensation. It is further agreed that Employers who are not automatically within the provisions of State Unemployment Acts and Workmen's Compensation Acts, or required to make contributions thereunder, hereby agree to make voluntary applications to the proper State authorities so as to come within the statutory provisions of the Illinois and Iowa Compensation Acts relating to the Employers who are not covered under such Acts and the regulations promulgated thereunder, regardless of the number of employees.

Section 2. Any Contractor or Subcontractor, if requested by the union, shall as a condition of this Agreement post a \$20,000 surety bond guaranteeing to employees the payment of wages and fringe benefits including pension and welfare payments. Contractors or Subcontractors who have a previous record of timely payments of wages or contributions and keep their wages and contributions current as specified will not be required to post a bond. If the union does not require a Subcontractor to obtain and maintain a surety bond, then the union shall indemnify and hold harmless the General Contractor of the Subcontractor.

Section 3 In the event of a failure, default or refusal of the employer to pay an employee his wages when due or to make payments when due to the pension fund, or health and welfare fund as provided herein, then in such event upon written notice to the employer and the bonding company, the aggrieved party, which may be the employee, the Union or the applicable Trustees, as the case may be, shall collect payments, costs, and reasonable attorney's fees from the applicable surety bond.

ARTICLE XII
Legal Conformity

Section 1. It is further agreed that should compliance with any law, Federal or State, or any amendment thereof, or any order or regulation issued thereunder, prohibit the carrying out of any of the provisions of this agreement, then to the extent of such deviation or prohibition, this agreement shall be deemed to have been automatically amended, effective on the effective date of such law, amendment, order or regulation, and in compliance therewith. Any such automatic amendment of this agreement shall remain in effect only so long as such law, amendment, order or regulation continues in force, or until the expiration of this agreement whichever shall first occur.

ARTICLE XIII
Adjustment of Disputes

Section 1. All disputes, except jurisdictional matters, arising under this contract between any employer and employee during the term of this agreement shall be settled by arbitration in the manner hereafter provided. A dispute arising under this contract which cannot be settled amicably shall be submitted by the grievant within three (3) days from the date said controversy arises to an arbitration committee consisting of one arbitrator selected by the union, and one arbitrator selected by the employer. Thereafter the two arbitrators shall select a third arbitrator, and the three man arbitration board shall hear and decide the matter. The decision of this arbitration board shall be final and binding on both parties. During such time as the matter is pending before the arbitration board there shall be no strike or lockout. The expenses of the third party arbitrator shall be shared equally by both parties, and arbitration board shall have no power to add to, subtract from, or change, modify or amend any of the provisions of this agreement.

ARTICLE XIV
Right of Access

Section 1. It is agreed that the Business Agent of the Union will have the privilege to visit all jobs where Cement Masons are employed, and he shall use every precaution to avoid delays in the progress of the work.

ARTICLE XV
Coverage

Section 1. This agreement is intended to cover all matters of wages, hours and other conditions of employment, including insurance benefit funds, welfare funds, pension, training and market recovery funds, or other related subjects, and that during the balance of the term of the agreement, the Employer will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this agreement provided the parties may mutually agree to establish a fringe benefit plan based on an hourly contribution per hour worked and to reduce wages by the amount of said hourly contribution, if such changes are approved by the Department of Labor.

ARTICLE XVI
Duration and Termination

Section 1. This contract shall be in effect from January 1, 2003 to December 31, 2007 and shall automatically renew itself thereafter from year to year unless either party hereto gives the other party no less than sixty (60) days notice by registered mail prior to the expiration date expressing the desire to modify, amend or terminate this contract.

Consequently, this contract cannot be reopened for negotiations. The only exception is the provision that the parties may mutually agree on the fringe benefits, a reduction in wages by the amount needed in the plan.

ARTICLE XVII
Safety

Section 1. It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is because of these mutual benefits that the employees, Union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedure and the commitment and cooperation of the parties to this Agreement.

Section 3. Personal Cell Phones and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 4. Each Cement Mason shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course. Cement Masons shall endeavor to maintain their safety awareness and competence with refresher courses as required.

Section 5 Employer will supply all required safety equipment. All Cement Masons shall be responsible for wearing appropriate safety gear such as rubber boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.

Article XVIII Employee Drug Testing

The employer may establish a drug and alcohol-testing program for all employees covered by this Agreement. All bargaining unit members covered under this Agreement shall agree to participate in any drug and alcohol-testing program established, that conforms to state and federal regulations.

ARTICLE XIX Sub-Contractor Clause

Section 1. The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job-site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the unit covered by this Agreement, any Employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

Section 2. It is understood that there maybe instances when suitable, competitive union subcontractors may not be available for certain subcontracts. In such instances, the Employer will notify the Union in a timely manner prior to the bid, and the Union will endeavor to locate suitable, competitive union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive subcontractors or no union subcontractors submit a bid, it is understood the Employer may use non-union subcontractors for those subcontracts.

ARTICLE XX Most Favored Nation Clause

The parties agree that in the event the Union enters in to any other agreement effective during any period this Agreement, which other agreement provides for the performance of Cement Mason's work on any term or condition of this Agreement, then in such event, at the option of The Association or Employer, such more favorable term or condition automatically shall become a part of this Agreement for the remaining term of this Agreement.

FOR THE ASSOCIATED CONTRACTORS:

Kenneth W. Laud

James W. Hass

William L. Paxton

Date:

FOR THE CEMENT MASONS' LOCAL UNION NO. 18, AREA 544

Montie Schell, Business Agent

Jake Martin, Business Manager

The undersigned contractor, or association of contractors, does hereby become an additional signatory employer party to this Agreement.

COMPANY _____

Signed By: _____

Address: _____

City and State: _____

Date: _____

ACCEPTED AND AGREED:

CEMENT MASONS, UNION LOCAL NO. 18, AREA 544

By: _____

Date: _____