

**2015 – 2018**

**AGREEMENT**

**entered into between**

**AGC of MICHIGAN  
LABOR RELATIONS DIVISION**

**and**

**LOCAL UNION NO. 514  
(formerly Local 16)**

**LANSING, JACKSON, FLINT, GRAND RAPIDS,  
MUSKEGON, BATTLE CREEK & KALAMAZOO**

**of the**

**OPERATIVE PLASTERERS AND  
CEMENT MASONS INTERNATIONAL ASSOCIATION**

**AFL-CIO**

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## AGREEMENT

**This AGREEMENT**, made and entered into by and between AGC of Michigan, Labor Relations Division, hereinafter referred to as the “Association” for and on behalf of its members and other non-member Employers who may become signatory hereinafter referred to as “Employer” or “Employers” and Local Union No. 514 (Lansing, Jackson, Flint, Grand Rapids, Muskegon, Battle Creek, and Kalamazoo) of THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, hereinafter referred to as the “Union” or “Employees.” The terms of this Agreement shall continue in full force and effect from **June 1, 2015** through **May 31, 2018**.

It is understood this association is acting only as an agent in the negotiations of this Agreement, and that it is agent only for those individuals, partnerships and corporations who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or by any employee of such Employers.

It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

### ARTICLE I GEOGRAPHICAL JURISDICTION

The area covered by this Agreement is as follows: (COUNTIES)

**Lansing, Jackson:** CLINTON, EATON and INGHAM COUNTIES; and the Northwestern portions of LIVINGSTON COUNTY including the townships of Conway, Cohoctah, Handy, and Howell, and the city of Howell. All of JACKSON COUNTY.

**Flint:** All of GENESEE and SHIAWASSEE COUNTIES and the Northeastern portion of LIVINGSTON COUNTY, North of Highway M-59, generally including Deerfield, Tyrone, Osceola, and Hartland Townships.

**Kalamazoo, Battle Creek:** CALHOUN, BARRY, KALAMAZOO COUNTIES; the Eastern and Southeastern portions of ALLEGAN COUNTY, and the Eastern half of VAN BUREN COUNTY.

**Grand Rapids, Muskegon:** All of KENT, MUSKEGON, MONTCALM, NEWAYGO, IONIA, OCEANA and OTTAWA COUNTIES.

## **ARTICLE II INTENT AND PURPOSE**

**SECTION 1. INTENTION** It is the intent and purpose of the parties hereto that this Agreement will promote and improve (the industrial and economic relationship herein, Employer and Union) in the construction industry for the jurisdiction of the Union, excluding highway work, to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustments of grievances and disputes between Employer and employees.

It is agreed the Union shall file with the association a list of all Employers with whom the Union has agreements who perform the same type of work, if requested.

**SECTION 2. EMPLOYEE REPRESENTATION** The Employer recognizes the Union as the sole and exclusive employee representative for all employees performing work covered by this Agreement for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

The Union recognizes the AGC of Michigan, Labor Relations Division as sole and exclusive Employer representative for its members having so authorized for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

**SECTION 3. EQUAL TREATMENT** If the Union shall furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms and conditions than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

## **ARTICLE III EMPLOYMENT**

**SECTION 1. UNION SECURITY** The Union may be given equal opportunity to furnish competent workmen upon notification to the Union of the number of men needed. The Employers agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union in good standing by tendering his initiation fee and periodic dues for the term of his employment on and after the eighth (8<sup>th</sup>) calendar day, beginning with the first day of his employment by any Employer covered by this Agreement, on or after the eighth (8<sup>th</sup>) calendar day following the effective date of this Agreement, whichever is later. The Union, in its referral of applicants to the Employers, agrees it will not discriminate against an applicant because of membership or non-membership in the Union. Membership in the Union shall be available to each employee on the same conditions which govern membership for other employees.

**SECTION 2. EMPLOYER SECURITY** The Union further agrees it will not require the Employers or any Employer to take any action which violates the provisions of the Labor Relations Act of 1947 and the Labor-Management Act of 1959 as the same now exists or may hereinafter be amended. The Employer shall be at liberty to employ whomever he sees fit, and the Employer shall be the judge of the work to be performed.

**SECTION 3.** The Contractors agree to honor, upon presentation by the Union, all assignments for initiation fees, membership dues and uniform assessments which have been properly signed by an employee, to deduct the amount stated thereon from the wages earned by that employee and to pay the amount so deducted to the Local Union; provided, however, that this Section shall apply only to those assignments which are not irrevocable for more than one year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser, and which further provide that the employee may revoke said assignment by giving written notice thereof to the Contractor and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date.

**SECTION 4. RATIO** Any Employer doing work in this Local's jurisdiction shall employ not less than fifty percent (50%) of the men from said jurisdictional area if men are available.

**SECTION 5. MEMBERSHIP** 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 such person on the same terms and conditions as available to other members of the Union or applicants for such membership, to forthwith terminate such person.

**SECTION 6. UNION SECURITY and MEMBERSHIP** The Union Security and Membership sections of this Article will not be in effect, nor will either party attempt to enforce the provisions of the Union Security clause until it is determined to be legal by repeal of PA 348 of 2012, vote of the general public or a decision is rendered by a court of competent jurisdiction.

#### **ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination against or preference for employees or applicants for employment on the basis of race, color, creed, age, sex, or national origin.

#### **ARTICLE V HOURS**

**SECTION 1. REGULAR DAY** Eight (8) hours shall constitute a day's work on all classes of work done between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Employees shall be allowed a luncheon period of at least thirty (30) minutes each day. The starting time as previously described above may be revised by mutual agreement of the employees on the project provided the Employer agrees.

**SECTION 2. OVERTIME AND HOLIDAYS** It is understood that forty (40) hours shall constitute a regular work week (5-8s), Sunday midnight through Friday midnight, with an inclement weather make-up day on Saturday, to be paid at straight time rate, understanding anything over eight (8) hours per day is time and one-half (1½) times wages. Employees desiring to work on Saturday must commit their intent no later than noon on Friday. The regular work week shall be defined as seven consecutive days, midnight to midnight, for payroll purposes only. Hours worked on Saturday except for inclement weather make-up hours, shall be paid at time and one-half (1½). Employees shall not be discriminated against whatsoever for not working a make-up day, prior to commitment. Make-up days must be scheduled for a minimum of eight (8) hours, weather permitting.

All work done on Sundays and Holidays shall be paid at the rate of double (2x) time. Sundays and Holidays shall consist of twenty-four (24) hours beginning at 12:00 midnight on the evening proceeding a Sunday or Holiday.

Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a Holiday falls on Sunday, the following day, Monday, shall be observed as a Holiday. In the event a Holiday falls on Saturday, there shall be no observed Holiday. There shall be no paid Holidays. If employees are required to work on a Holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double (2x) the straight time rate.

**4-10s Work Week.** A 4-10s work week must be approved by the Union prior to implementation and must run four (4) consecutive days between Sunday midnight through Friday midnight, with an inclement weather make-up day, at the straight time rate, on Friday or Saturday. Anything over ten (10) hours per day is to be paid at time and one-half rate (1½). Employees desiring to work on Friday as a make-up day at the straight time rate must commit their intent no later than noon on Thursday. Union is to be informed of make-up days worked on either Friday or Saturday. Hours worked on Friday and/or Saturday except for inclement weather make-up hours shall be paid at time and one-half rate (1½). Employees shall not be discriminated against whatsoever for not working a make-up day, prior to commitment. In order for Saturday to be an inclement weather make-up day, work must be scheduled to begin on Monday except in the event of inclement weather or a holiday.

**SECTION 3. REPORTING TIME** When employees are ordered on the job and are not put to work, they shall be paid two (2) hours pay at the regular rate, except when inclement weather or other conditions beyond the Employer's control make it impossible for such employees to work.

Employees who start to work on any job and work four (4) or less hours shall be paid for four (4) hours pay. If he works more than four (4) hours, but less than six (6) hours, he shall receive six (6) hours pay. If he works more than six (6) hours, but less than eight (8) hours, he shall receive eight (8) hours pay. The aforementioned guarantees do not apply if the employees are prevented from working because of inclement weather.

**SECTION 4. HIRING** All Employers should endeavor to hire cement masons for not less than eight (8) hours work in any one day. Every effort will be made to notify the Union (Business Agent) at least eight (8) hours in advance of the time that a finisher or finishers will be required.

**SECTION 5. SHIFT WORK** In the event that it is necessary to work shifts, one crew of workers following another crew, but not working simultaneously, a notice will be given to the Union’s Business Agent and proper arrangements will be made.

A dollar (\$1.00) per hour premium shall be paid for all hours worked on a second shift, and a dollar twenty-five cents (\$1.25) per hour premium shall be paid for all hours worked on a third shift.

**ARTICLE VI  
WAGES AND FRINGE BENEFITS**

**SECTION 1. WAGES.**

**KALAMAZOO/BATTLE CREEK AREA:**

**Area Includes:** CALHOUN, BARRY, KALAMAZOO COUNTIES; the Eastern and Southeastern portions of ALLEGAN COUNTY and the Eastern half of VAN BUREN COUNTY.

**WAGE RATES:** Effective the first full pay period on or after **June 1, 2015**, there is a **total gross package increase of \$.91 per hour**. The fringe allocations are shown below:

<b>Effective the first full payroll period on or after:</b>	<b><u>6/1/2015</u></b>
*Base Rate	\$23.77
*Vacation (deduct)	(.67)
*State Building Trades Checkoff (deduct)	(.05)
*MBTC Defense Fund (Deduct)	(.01)
*Working Dues Checkoff (deduct)	(1.87)
*Int’l Apprenticeship Training fund (deduct)	(.05)
Health & Welfare	6.68
Pension	6.62
State Apprentice	.30
GROSS WAGE	<b>\$37.37</b>
CIAP	.15
<b>Total</b>	<b>\$37.52</b>

\*Subject to withholding taxes and FICA

- **Effective the first full pay period on or after June 1, 2016, there will be a gross package increase of \$.93/hr. The fringe allocations will be available at that time.**
- **Effective the first full pay period on or after June 1, 2017, there will be a gross package increase of \$.96/hr. The fringe allocations will be available at that time.**

**LANSING/JACKSON AREA:**

**Area Includes:** CLINTON, EATON & INGHAM COUNTIES; and Northwestern portions of LIVINGSTON COUNTY including the townships of Conway, Cohoctah, Handy and Howell and the city of Howell. All of JACKSON COUNTY.

**WAGE RATES:** Effective the first full pay period on or after **June 1, 2015**, there is a gross package increase of **\$.97 per hour**. The allocations are shown below:

<b>Effective the first full payroll period on or after:</b>	<b><u>6/1/2015</u></b>
*Base Rate	\$26.24
*Vacation (deduct)	(.67)
*State Building Trades Checkoff (deduct)	(.05)
*MBTC Defense Fund (deduct)	(.01)
*Working Dues Checkoff (deduct)	(1.99)
*Int'l Apprenticeship Training Fund (deduct)	(.05)
Health & Welfare	6.68
Pension	6.67
State Apprentice	<u>.30</u>
GROSS WAGE	<b>\$39.89</b>
CIAP	<u>.15</u>
<b>Total</b>	<b>\$40.04</b>

\*Subject to withholding taxes and FICA

- Effective the first full pay period on or after **June 1, 2016**, there will be a gross package increase of **\$1.00/hr**. The fringe allocations will be available at that time.
- Effective the first full pay period on or after **June 1, 2017**, there will be a gross package increase of **\$1.02/hr**. The fringe allocations will be available at that time.

**FLINT AREA:**

**Area Includes:** GENESEE, SHIAWASSEE and the Northeastern portions of LIVINGSTON COUNTY, North of Highway M-59, generally including Deerfield, Tyrone, Osceola and Hartland Townships.

**WAGE RATES:** Effective the first full pay period on or after **June 1, 2015**, there is a gross package increase of **\$1.00 per hour**. The allocations are shown below:

<b>Effective the first full payroll period on or after:</b>	<b><u>6/1/2015</u></b>
*Base Rate	\$27.25
*Vacation (deduct)	(.67)
*State Building Trades Checkoff (deduct)	(.05)
*MBTC Defense Fund (deduct)	(.01)
*Working Dues Checkoff (deduct)	(2.05)
*Int'l Apprenticeship Training Fund (deduct)	(.05)
Health & Welfare	6.68
Pension	6.67
State Apprentice	<u>.30</u>
GROSS WAGE	<b>\$40.90</b>
CIAP	<u>.15</u>
<b>Total</b>	<b>\$41.05</b>

\*Subject to withholding taxes and FICA



- Effective the first full pay period on or after June 1, 2016, there will be a gross package increase of \$1.02/hr. for the Flint Area. The fringe allocations will be available at that time.
- Effective the first full pay period on or after June 1, 2017, there will be a gross package increase of \$1.05/hr. for the Flint Area. The fringe allocations will be available at that time.

**GRAND RAPIDS/MUSKEGON AREA:**

**Area Includes:** KENT, MUSKEGON, MONTCALM, NEWAYGO, IONIA, OCEANA and OTTAWA Counties.

**WAGE RATES:**

Effective the first full pay period on or after **June 1, 2015**, there is a **gross package increase of \$.88 per hour**. The allocations are shown below:

<b>Effective the first full payroll period on or after:</b>	<b><u>6/1/2015</u></b>
*Base Rate	\$22.52
*Vacation (deduct)	(.67)
*State Building Trades Checkoff (deduct)	(.05)
*MBTC Defense Fund (deduct)	(.01)
*Working Dues Checkoff (deduct)	(1.80)
*Int'l Apprenticeship Training Fund (deduct)	(.05)
Health & Welfare	6.68
Pension	6.57
State Apprentice	.30
<b>GROSS WAGE</b>	<b>\$36.07</b>
CIAP	.15
<b>Total</b>	<b>\$36.22</b>

\*Subject to withholding taxes and FICA

- Effective the first full pay period on or after June 1, 2016, there will be a gross package increase of \$.90/hr. The fringe allocations will be available at that time.
- Effective the first full pay period on or after June 1, 2017, there will be a gross package increase of \$.92/hr. The fringe allocations will be available at that time.

**SECTION 2. FOREMEN** A Foreman shall receive one dollar and twenty-five cents (\$1.25) more per hour than the journeyman base rate. When three (3) or more Cement Masons are employed on a job, one (1) shall be selected by the Employer to act as Foreman and shall be paid the Foreman's rate.

**SECTION 3. APPRENTICESHIP** Apprentices shall receive all fringe benefits. Listed below is the Apprentice wage scale:

- First Year - 65% of journeyman's wages
- Second Year - 75% of journeyman's wages
- Third Year - 85% of journeyman's wages

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 undertaken by both the Union and the Contractors. Where six (6) or more Cement Masons are employed by the Contractor, one (1) shall be an Apprentice. The same ratio shall apply as additional employees are hired. The foregoing depends on Apprentice availability and qualifications to perform the work required.

The above mentioned apprentice ratios apply throughout the Contractor's entire operation and not to a single or particular project or job site.

**SECTION 4. FRINGE BENEFITS** The Employer shall make the required contributions and deductions on all hours worked for each and every plan set forth below (or to the successor to any such plan) on behalf of all employees who are members of the collective bargaining unit represented by the Union (whether or not such employees are members of the Union).

The Joint Collective Bargaining Committee will meet annually and/or as needed to discuss and decide the allocation of the annual increase among wages and fringe benefits. To eliminate the situation where the financial status of any fringe benefit fund would become insufficient or would require excessive contributions, the Committee would rely on cost allocation reports and financials from the various fringe funds. Should the results of this review indicate the need for an adjustment in the hourly contribution rate, it will be the duty of the Joint Collective Bargaining Committee to make such adjustments and negotiate the details of such adjustment(s). Should there be a need for a reallocation or increase to the hourly contribution rate of any such fringe fund during the fiscal year, the Joint Collective Bargaining Committee will meet and decide the appropriate allocation(s).

It is understood unless otherwise specified, that during the effective period of this Agreement there will not be an increase in the hourly fringe benefit contributions, unless at the Trustees' request, and that this increase be deducted from future wage increases.

There shall be a reporting for all fringe benefit contributions.

**(a) Health and Welfare.** Contributions in accordance with Article VI are to be paid into the Outstate Michigan Trowel Trades Fringe Benefits Funds. Checks and reporting forms should be mailed to the above-mentioned Funds at **Outstate Michigan Trowel Trades Fringe Benefit Funds, Department 77761, P.O. Box 77000, Detroit, Michigan 48277-0761, or its successor.** Such contributions shall be made no later than the fifteenth (15<sup>th</sup>) of the month following the hours worked.

**(b) Pension Fund.** Contributions in accordance with Article VI are to be paid into the Outstate Michigan Trowel Trades Fringe Benefits Funds. Checks and reporting forms should be mailed to the above-mentioned Funds at **Outstate Michigan Trowel Trades Fringe Benefit Funds, Department 77761, P.O. Box 77000, Detroit, Michigan 48277-0761,** or its successor. Such contributions shall be made no later than the fifteenth (15<sup>th</sup>) of the month following the hours worked.

**(c) Apprenticeship Fund.** Contributions in accordance with Article VI are to be paid into the Outstate Michigan Trowel Trades Fringe Benefits Funds. Checks and reporting forms should be mailed to the above-mentioned Funds at **Outstate Michigan Trowel Trades Fringe Benefit Funds, Department 77761, P.O. Box 77000, Detroit, Michigan 48277-0761,** or its successor. Such contributions shall be made no later than the fifteenth (15<sup>th</sup>) of the month following the hours worked.

**(d) Vacation and Holiday Fund.** Contributions in accordance with Article VI are to be paid into the Cement Mason Vacation and Holiday Trust Fund. Checks and reporting forms should be mailed to the above-mentioned Funds at **Outstate Michigan Trowel Trades Fringe Benefit Funds, Department 77761, P.O. Box 77000, Detroit, Michigan 48277-0761**, or its successor. Such contributions shall be made no later than the fifteenth (15<sup>th</sup>) of the month following the hours worked.

**(e) International Training Trust Fund.** Contributions in accordance with Article VI are to be paid into the International Training Trust Fund. Checks and reporting forms should be mailed to the above-mentioned Funds at **Outstate Michigan Trowel Trades Fringe Benefit Funds, Department 77761, P.O. Box 77000, Detroit, Michigan 48277-0761**, or its successor. Such contributions shall be made no later than the fifteenth (15<sup>th</sup>) of the month following the hours worked.

**(f)** A Signatory Contractor from out-of-town, working under this agreement will be allowed to send their employees fringe benefits to the home fund of which they belong, where upon the home fund will be responsible for the collection of these benefits. The Apprenticeship, Working Dues, Vacation & Holiday, and Construction Industry Advancement Program (CIAP) will be paid to Outstate Michigan Trowel Trades Fringe Benefit Funds. In a case where the home fund contributions are less than the contributions for this jurisdiction, the difference will be put on the employee's paycheck. No Employer will be obligated to make duplicate fringe benefit payments for its employees.

**(g) Construction Industry Advancement Program (CIAP).** Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program in Article VI, Wage and Fringe Benefits the cents per hour for each hour paid by the Employer to his Employees pursuant to this collective bargaining agreement. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state, or national levels, or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Program shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

**SECTION 5. FRINGE BENEFIT SECURITY** When Employers do not have an established record of payments with the Michigan Trowels Trades Health & Welfare Fund, Outstate Michigan Trowel Trades Pension Fund, Michigan OPCMIA Apprenticeship & Training Fund, or the Cement Masons Vacation and Holiday Trust Fund,, or when Employers have a delinquent monthly record of payments to any of these funds as determined by the Fund Administrator, then such Employers may be required to post a certified check in the minimum amount of \$1,200 with the Trustees of the Outstate O.P.C.M.I.A. to be made payable to the Fund, to guarantee payment of such Fund payments that are due, in accordance with the terms of this Agreement. An additional deposit of \$600 per employee will be required for each employee over two (2) employees. Example: 3 men - \$1,800; 4 men - \$2,400, etc.

Said certified check to be deposited in an escrow Insurance, Pension, Vacation, and/or Apprenticeship Account by the Fund.

**SECTION 6. WORKING OUT OF JURISDICTION** Any employee sent by the Employer or the Union at the request of the Employer to work outside of the jurisdiction of Local Union No. 514 shall receive mileage at the current IRS rate. Distance to the job site will be determined by the shortest and most direct route by highway beginning from the jurisdictional line to the job site. It is further understood that this section applies to each employee.

**SECTION 7.** The Employer appoints the Contract Administrator of the O.P.C.M.I.A. Fringe Benefits Program as its agent for the receipt of dues deduction authorizations. Receipts of a written authorization by the administrator shall constitute receipt by each Employer.

The Employer shall deduct as working dues from the wages of each employee who has individually or voluntarily authorized such deduction in writing the amount certified by the Union to be the working dues uniformly required. Any such authorization by any employee shall contain a provision as required by law for revocation.

The Union will hold the company harmless and indemnify them for any loss suffered as a result of the Union representation.

**SECTION 8.** The parties agree that sufficient contributions will be made available to the Operative Plasterers and Cement Masons International Association (OPCMIA) Local #514 Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act. (PPA).

The money required for such Rehabilitation / Funding Improvement Schedule will come from the package.

The Operative Plasterers and Cement Masons International Association, Local #514 will not, however, be responsible to allocate or to pay any excise tax or surcharges.

## **ARTICLE VII WORKING CONDITIONS**

**SECTION 1.** The Employer shall furnish a suitable shed under lock for keeping of tools and clothing, and shall also provide proper sanitation and drinking water.

**SECTION 2.** The Employer is required to notify crew Foremen and/or crew members if any additive has been added to concrete which will effect its setting time.

**SECTION 3. PARKING** When free parking is not available and the Employer is paying for parking to accommodate another trade on his payroll, for the same project, cement finishers shall be treated accordingly.

**ARTICLE VIII  
DISCHARGE OR LAYOFF**

**SECTION 1.** A quit or discharge other than for lack of work, the contractors shall make available the employees check by the end of the pay period.

**SECTION 2.** Layoff due to lack of work, if at all possible, the employee shall receive check in hand by the end of that day. If not possible, check should be mailed, at the latest, the next business day, as determined by the official U.S. Postal Service postmark. Employee will receive twenty-five (\$25) dollars pay plus an additional \$25 pay for each day the employees check is not received or post marked, up to a maximum of one hundred (\$100) dollars.

**ARTICLE IX  
SAFETY**

**SECTION 1.** Each employee shall, as a condition of employment, furnish and wear proper safety shoes, and a safety helmet to be worn when required by the Employer. Employer and employee agree to abide by all the rules and regulations of the Michigan Construction Safety Commission and the Occupational Safety & Health Act (OSHA). Employees will be subject to discharge for failure to comply.

**SECTION 2. DRUG TESTING.** It is agreed that the Employer has a right to implement a drug and alcohol and/or substance abuse testing program.

**SECTION 3. DRUG AND ALCOHOL TESTING.** In the event that the AGC of Michigan, Labor Relations Division and the O.P.C.M.I.A. Local No. 514 agree on a drug and alcohol testing policy during the term of this Agreement, then such policy shall be reduced to writing and be added to this Agreement in the form of an addendum.

**ARTICLE X  
JURISDICTIONAL PROCEDURE**

In the event of a jurisdictional dispute involving the Union, the parties shall request the other Union or unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting, the Union shall request that its International Union assign a Representative who shall make arrangements with the Employer on the job site to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign Representatives to seek settlement of the dispute. The Union and Employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

## **ARTICLE XI GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance must be presented within ten (10) working days of the time that the aggrieved party first becomes aware, or reasonably should have become aware, of the claim subject of the grievance.

Members not submitting a claim for improper wages or overtime due within fifteen (15) days of each pay period shall be deemed as having waived and vacated their individual rights to such a claim.

**SECTION 2.** In the event a dispute occurs due to a misunderstanding, misinterpretation, and/or violation of this Agreement or any section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or his representative and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

**SECTION 3.** The Joint Grievance Committee shall be composed of four (4) members; two (2) from the Employers and two (2) from the Union. Following appointment, said Grievance Committee shall meet, elect a Chairmen and a Secretary, adopt rules of procedure which shall bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation, and/or violation of this Agreement or any section thereof. No committee member shall be directly involved in the dispute to be resolved by said Committee.

**SECTION 4.** All complaints, except jurisdictional disputes, based on a misunderstanding, misinterpretation, and/or violation of this Agreement or any section thereof shall be referred to the Joint Grievance Committee in writing, and said Committee shall meet within two (2) working days of receipt of said complaint to consider the same. If the Committee, within two (2) working days after such meeting is unable to decide the matter before it, the members of the Committee shall choose a fifth (5<sup>th</sup>) member. Should the Committee be unable to agree on the fifth (5<sup>th</sup>) member within two (2) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) arbitrators from which the Union and the Association shall alternatively strike two (2) each, with the remaining one (1) to become the fifth (5<sup>th</sup>) member. The decision of said Committee shall be determined by a majority of its members and shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be final and binding upon the parties.

**SECTION 5.** Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employer's business.

**SECTION 6.** The time constraints provided herein may be waived by mutual agreement of the parties, with the exception of the time limits established in Section 1.

**ARTICLE XII  
COMPENSATION INSURANCE**

**Section 1.** Each Employer shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan. He shall also make contributions for his employees under the Michigan Employment Security Act, regardless of the number of men employed by him. The Employer agrees to furnish all registration numbers when requested to do so by the Union.

**ARTICLE XIII  
INVALIDITY**

**SECTION 1.** In the event any portion of this Agreement is declared or becomes inoperative under state or federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

**ARTICLE XIV  
TERMINATION**

This Agreement shall continue in effect through **May 31, 2018**. Should either party desire to amend or terminate this Agreement at the above expiration date, such party will give the other written notice of such desire at least sixty (60) days prior to **May 31, 2018**. A joint meeting of both parties shall then be held for the purpose of discussing proposed changes and the incorporation into this Agreement of such amendments or alterations as may be agreed upon. If neither party gives such notice to amend, or terminate, the agreement shall remain in full force from year to year thereafter, unless sixty (60) days prior to any annual anniversary date, notice be given in writing by either party to the other indicating a desire to amend or terminate on said annual anniversary date. Neither party shall demand any change in the Agreement, nor shall either be required to bargain with respect to any changes in the agreement, nor shall any modification, alteration, or amendment of said agreement be an object of or be stated as a reason for any strike or lockout or other exercise of economic force or threat by either of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of this date and year

\_\_\_\_\_  
**OPERATIVE PLASTERERS & CEMENT  
MASONS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 514 (OPCMIA)**

\_\_\_\_\_  
**AGC of MICHIGAN  
LABOR RELATIONS DIVISION**

\_\_\_\_\_  
Sherman Smith, Business Manager  
1154 E. Lincoln Ave.  
Madison Heights, MI 48071  
Phone: 248-548-0800  
Fax: 248-548-0700

\_\_\_\_\_  
Scott D. Fisher, Vice President, Labor Relations  
2323 North Larch St.  
Lansing, MI 48906  
Phone: 517-371-1550  
Fax: 517-371-1131

**ADDENDUM #1**  
**Cement Masons Extended Geographical Area and Contribution Rates**  
**Operative Plasterers & Cement Masons Local Union 514 (formerly Local 16)**  
**Effective June 1, 2015**

<i>Effective Date:</i> <b>June 1, 2015</b>	<b>Benton Harbor St. Joseph</b>	<b>Big Rapids</b>	<b>Lapeer</b>	<b>Saginaw</b>	<b>Traverse City</b>	<b>U.P.</b>
Base Rate	<b>\$26.23</b>	<b>\$23.42</b>	<b>\$29.57</b>	<b>\$27.10</b>	<b>\$24.57</b>	<b>\$21.33</b>
Health & Welfare	\$6.68	\$6.68	\$6.68	\$6.68	\$6.68	\$6.68
Pension	\$6.67	\$6.17	\$6.67	\$6.17	\$6.17	\$3.92
Apprenticeship	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30
Vacation (deduct)	-\$ .67	-\$ .67	-\$ .67	-\$ .67	-\$ .67	-\$ .67
Dues (Deduct)	-\$1.99	-\$1.83	-\$2.16	-\$2.01	-\$1.89	-\$1.61
Building Trades (Deduct)	-\$ .05	-\$ .05	-\$ .05	-\$ .05	-\$ .05	-\$ .05
MBTC Defense Fund (Deduct)	-\$ .01	-\$ .01	-\$ .01	-\$ .01	-\$ .01	-\$ .01
Intl. App. Train. Fund (deduct)	-\$ .05	-\$ .05	-\$ .05	-\$ .05	-\$ .05	-\$ .04
<b>GROSS WAGE:</b>	<b>\$39.88</b>	<b>\$36.57</b>	<b>\$43.22</b>	<b>\$40.25</b>	<b>\$37.72</b>	<b>\$32.23</b>
UPCC	-	-	-	-	-	\$.16
CIAP	\$.15	\$.15	\$.15	\$.15	\$.15	\$.15
<b>TOTAL:</b>	<b>\$40.03</b>	<b>\$36.72</b>	<b>\$43.37</b>	<b>\$40.40</b>	<b>\$37.87</b>	<b>\$32.54</b>

**Foreman's rate is \$1.25 over Journeyman Base Rate**

**COUNTIES**

**Select (check) area(s) that you wish to work in:**

- Benton Harbor/St. Joseph:** Berrien, Branch, Cass, St. Joseph, the townships of South Haven, Covert, Geneva, Bangor, Hartford, Keeler, Hamilton, Lawrence, Arlington, Columbia in Van Buren County, and the townships of Lee, Clyde, Manlius, Fillmore, Casco, Ganges, Saugatuck and Laketown in Allegan County.
- Big Rapids:** Mason, Lake, Osceola, Mecosta counties.
- Lapeer:** Lapeer county only.
- Saginaw:** Arenac, Bay, Gladwin, Gratiot, Huron, Iosco, Isabella, Midland, Ogemaw, Saginaw & Tuscola counties.
- Traverse City:** Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Oscoda, Otsego, Presque Isle, Roscommon and Wexford counties.
- Upper Peninsula:** All counties in the Upper Peninsula including Isle Royal.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name & Title**



The Cement Masons shall have jurisdiction over, but shall not be limited to:

All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, stacks, curbs, gutters, sidewalks, streets, roads, paving and roofs of mass or reinforced concrete slabs and all surfaces of cement, rock asphalt; the laying, spreading and finishing of all types of bituminous concrete including all types of asphalt, mastic or epoxy floors and pavements; the operation and control of all types of vacuum mats in the drying of cement floors in preparing same for finish. The operation of all mechanical straight edges and all troweling or floating machines, walk-behind or riding, shall be the work of cement masons.

Cement masons shall perform the finishing of all concrete surfaces and the washing of all concrete construction, using any color pigment when mixed with cement in any other form-mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machines for scoring floors or any purpose they may be used for in connection with the Cement Masons' trade.

The sandblasting of concrete and granite work; handling a cement gun and control of the nozzle shall be the work of Cement Masons. The rodding, spreading, forming, finishing, and tamping of all concrete and top materials, sills, coping, steps, stairs, and risers, and running all cement epoxies and plastic material shall be the work of Cement Masons, as well as preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone, setting of all strips, screeds, stakes, grades, and forms; all glass set in cement; the pointing and patching and caulking around all metal window frames that touch concrete; the laying and finishing of gypsum material roofs; all dry packing, grouting and finishing in connection with setting all leveling and base plates and machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that are set on concrete foundations; all prefabricated and pre-stressed concrete construction on the job site and in the shop, including supervision of same, such as sidewalks, steps, floor slabs, beams, joints, walls, and columns; the screening, finishing, rubbing, grouting, pointing, and patching of same; the work of grading concrete with a rake and the finishing of all concrete surfaces by sandblasting, the washout method, bush hammering, or any other method and the curing and sealing of all finished concrete; setting and nailing of all expansion and control strips for concrete construction, the tooling, stamping, cutting and sawing of joints, and the filling of all joints; the waterproofing or sealing of all concrete surfaces regardless of material or application method.

### **CODE OF CONDUCT**

The parties to this Agreement hereby adopt and agree to apply to Code of Conduct of the Operative Plasterers and Cement Masons International Association of the United States and Canada and its members, a copy of which is appended hereto.

**CONTRACT TO BE EXECUTED BETWEEN  
EMPLOYER WHO IS NOT A MEMBER OF  
THE SIGNATORY GROUP COVERED BY  
THIS AGREEMENT**

**and**

**LOCAL NO. 514  
(formerly Local 16)  
OF OPERATIVE PLASTERERS AND  
CEMENT MASONS  
INTERNATIONAL ASSOCIATION**

**2015 – 2018**

Constructor Name \_\_\_\_\_

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

Michigan Employment Security Commission Registration

Number: \_\_\_\_\_

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

Workers' Compensation Insurance

Number: \_\_\_\_\_

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

Insurance Firm: \_\_\_\_\_

We, the undersigned, have read and hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Operative Plasterers & Cement Masons  
International Association Local Union  
No. 514 (OPCMIA)**

**Contractor Name**

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

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

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



# Code of Conduct

*“Promoting Pride in Craftsmanship  
and Customer Satisfaction”*

**Patrick D. Finley, General President**  
**Earl F. Hurd, General Secretary Treasurer**

**14405 Laurel Place, Suite 300, Laurel, MD 20707**

**Phone: (301) 470-4200 Fax: (301) 470-2502**

# Operative Plasterers’ and Cement Masons’

## International Association

### of the United States and Canada

## Code of Conduct

### **“Promoting Pride in Craftsmanship and Customer Satisfaction”**

#### **Introduction**

**The purpose of the Operative Plasterers’ and Cement Masons’ Code of Conduct is to stimulate our members pride in craftsmanship and customer satisfaction.**

**Fostering membership pride in our plasterers, cement masons, and shop hands is key to our survival. To achieve this goal our Local Union Officers must implement this Code of Conduct immediately, uphold it strictly, and apply it consistently. The result will be to increase our members self worth, bolster quality craftsmanship, improve working conditions, leverage higher wages and benefits, and create increasing work opportunities for our members. It will also benefit our contractors by increasing their productivity, ensuring timely job completions, keeping projects within (or under) budget, and providing them with reliable, quality craftsmanship.**

**To be successful, the Code of Conduct must have the full support of the Local Union at all levels. Officers must wholeheartedly dedicate themselves to this task by “setting the standard” and acting as role models for the membership.**

**Any member found in violation of the Code will be subject to the disciplinary procedures of the International and Local’s Constitution which includes, but is not limited to, charges being filed and the possibility of a fine, suspension, and/or expulsion. While charges may be brought at any time a three strike policy shall be in effect. This means that any member who has three written complaints filed by Employers shall face disciplinary charges and after a hearing may be fined, suspended or expelled.**

## **Responsibilities under the Code**

**Both the union and contractor have responsibilities under the Code. For the Code to be mutually beneficial, both parties must take their respective duties seriously, and communicate with the other party constructively and on a consistent basis.**

## **Local Union Responsibilities**

**The Business Manager and Business Agents are responsible for communicating the OPCMIA Code of Conduct to all members, and ensuring they are fully compliant.**

**To achieve the goals of the Code, the Business Manager and Business Agents shall ensure that:**

- Members shall apply their knowledge, skills, and experience diligently on the job.**
- Members shall make every effort to upgrade their skills on a regular basis.**
- Members, especially those with extensive experience in the trade, shall convey their knowledge and skills of cement masonry and plastering to their colleagues to strengthen the overall value of the OPCMIA's workmanship as well as encourage teamwork.**
- Members meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.**
- Members strictly adhere to break times and lunch periods allowed in their contract(s) and agreement(s).**
- Members bring the necessary tools as established on the tool list, and ensure they are in proper working order prior to arriving on the job.**
- Members abide by the zero tolerance policy for substance abuse.**
- Members perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.**
- Members respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.**

- **Members respect their union, their contractors, and their clients by not wearing clothing or buttons with offensive words or symbols.**

**The Business Manager and Business Agents, in cooperation with Employers on the jobsite, will approach members who demonstrate bad work habits, advise them of their responsibilities as union members, and provide guidance and direction.**

**In addition, the Business Manager and Business Agents shall ensure that:**

- **Slowdowns and other methods utilized to extend jobs or give rise to overtime are not tolerated.**
- **Outside activities that cast the OPCMIA or its local unions in a negative light are not tolerated.**
- **Inappropriate behavior, harassment, or discrimination exercised towards another member or person, or group of members or persons, are not tolerated.**
- **Members are meeting their contractual obligations to utilize the proper safety equipment and methods.**
- **Members are not leaving the jobsite during their work periods without the prior approval of their superior(s).**
- **No member is soliciting funds on any project or job without prior approval.**
- **Cell phones are not used on the project site, except during official lunch and break periods.**
- **Merchandise is not sold on the job site without the prior approval of the Business Manager.**

### **Contractor's Responsibilities**

**Our signatory contractors have a responsibility to manage their jobs as well as our members who work on their jobs. This task will be made easier by adhering to their responsibilities under the Code, including:**

- **Addressing ineffective union members, superintendents, general foremen, and foremen.**
- **Ensuring proper job layout to minimize downtime.**
- **Ensuring the proper storage of contractor as well as employee tools.**

- **Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically, and safely.**
- **Providing the necessary leadership and training skills for jobsite leaders to eliminate problems.**
- **Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate speedy progress.**
- **Ensuring that jobsite leaders take responsibility for mistakes created by management and rectify them expeditiously.**
- **Eliminating unsafe working conditions and ensuring that the proper safety training, equipment, and methods are used.**
- **It shall be the employer's responsibility whenever a member has violated the Code of Conduct to report such violations immediately by providing the responsible Local Union with a letter detailing the alleged violation(s) and the circumstances surrounding.**

### **Dispute Resolution Mechanism**

**Both the OPCMIA Local Unions and the signatory contractors have obligations respecting the resolution of disputes. In the early stages of a dispute, our Local Unions must actively facilitate dialogue between its members and the contractors. Similarly, contractors should promptly address any and all problems and issues of concern as they arise. If these initial remedial actions of the Local Union and contractor fail to resolve the matter, the parties will pursue their respective remedies under the collective agreement(s).**