

9611
400 workers

**CEMENT MASONS' ADDENDUM
to the
HEAVY ENGINEERING
RAILROAD CONTRACTING
HIGHWAY CONSTRUCTION
and UTILITY CONSTRUCTION
AGREEMENT**

CLASSIFICATIONS AND WAGES

**Cement Masons'
Local Union No. 526**

and the

**Constructors Association of
Western Pennsylvania**

2000-2004

CEMENT MASONS
CLASSIFICATIONS AND WAGE RATES
2000

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Appr. Program</u>	<u>Supp. Income</u>	<u>Savings & Annuity</u>	<u>Total</u>
<u>Finisher</u>	21.22	4.24	2.12	.22	1.27	.42	29.49
<u>Lead Finisher</u> (3 to 9 men per crew)	21.97	4.24	2.12	.22	1.27	.42	30.24
<u>Lead Finisher</u> (more than 9 men per crew)	22.22	4.24	2.12	.22	1.27	.42	30.49

Effective February 1, 2000, in addition to the above wages, the contractor shall contribute:
 Industry Advancement Program 0.5% of Gross Wages

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen and Apprentices.

See Article III(2)(b) on page 12. No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

CEMENT MASONS
CLASSIFICATIONS AND WAGE RATES
2001

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Appr. Program</u>	<u>Supp. Income</u>	<u>Savings & Annuity</u>	<u>Total</u>
<u>Finisher</u>	21.79	4.36	2.18	.22	1.30	.44	30.29
<u>Lead Finisher</u> (3 to 9 men per crew)	22.54	4.36	2.18	.22	1.30	.44	31.04
<u>Lead Finisher</u> (more than 9 men per crew)	22.79	4.36	2.18	.22	1.30	.44	31.29

Effective January 1, 2001, in addition to the above wages, the contractor shall contribute:
 Industry Advancement Program 0.5% of Gross Wages

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen and Apprentices.

See Article III(2)(b) on page 12. No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

CEMENT MASONS
CLASSIFICATIONS AND WAGE RATES

2002

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Appr. Program</u>	<u>Supp. Income</u>	<u>Savings & Annuity</u>	<u>Total</u>
<u>Finisher</u>	22.41	4.48	2.24	.22	1.34	.45	31.14
<u>Lead Finisher</u> (3 to 9 men per crew)	23.16	4.48	2.24	.22	1.34	.45	31.89
<u>Lead Finisher</u> (more than 9 men per crew)	23.41	4.48	2.24	.22	1.34	.45	32.14

Effective January 1, 2002, in addition to the above wages, the contractor shall contribute:
Industry Advancement Program 0.5% of Gross Wages

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen and Apprentices.

See Article III(2)(b) on page 12. No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

**CEMENT MASONS
CLASSIFICATIONS AND WAGE RATES**

2003

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Appr. Program</u>	<u>Supp. Income</u>	<u>Savings & Annuity</u>	<u>Total</u>
<u>Finisher</u>	23.05	4.61	2.31	.23	1.38	.46	32.04
<u>Lead Finisher</u> (3 to 9 men per crew)	23.80	4.61	2.31	.23	1.38	.46	32.79
<u>Lead Finisher</u> (more than 9 men per crew)	24.05	4.61	2.31	.23	1.38	.46	33.04

Effective January 1, 2003, in addition to the above wages, the contractor shall contribute:
Industry Advancement Program 0.5% of Gross Wages

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen and Apprentices.

See Article III(2)(b) on page 12. No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

CEMENT MASONS
CLASSIFICATIONS AND WAGE RATES
2004

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Appr. Program</u>	<u>Supp. Income</u>	<u>Savings & Annuity</u>	<u>Total</u>
<u>Finisher</u>	23.80	4.75	2.37	.23	1.42	.47	33.04
<u>Lead Finisher</u> (3 to 9 men per crew)	24.55	4.75	2.37	.23	1.42	.47	33.79
<u>Lead Finisher</u> (more than 9 men per crew)	24.80	4.75	2.37	.23	1.42	.47	34.04

Effective January 1, 2004, in addition to the above wages, the contractor shall contribute:
 Industry Advancement Program 0.5% of Gross Wages

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen and Apprentices.

See Article III(2)(b) on page 12. No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

CEMENT MASONS' AMENDMENTS

1. The Union reserves the right at any time during the contract term to allocate any portion of any cash increase then due to additional insurance and/or additional pension fund contributions, and/or additional dues-deductions in behalf of the Cement Masons' Union and/or any other benefits requested by the Union; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the offices of the Constructors Association of Western Pennsylvania at least thirty days before the effective date of the scheduled increase, specifying in said notice the amount of the increase to be applied for this purpose and fringe benefits for which the money is to be used.

2. FRINGE BENEFITS - CHECK-OFF - INDUSTRY PROGRAM - SUPPLEMENTAL INCOME - PAYROLL DEDUCTIONS

All fringe benefit contributions will be distributed among the designated fringe benefit funds and paid on a specified rate per hour.

The check-off will be afforded the Union in accordance with the provisions of the Labor-Management Relations Act of 1947. The Employer, after he has received the Employee's signed withholding authorization shall withhold ten percent of the Employee's gross weekly earnings, which shall be applied toward the Employee's Union affiliation fee until this fee is fully paid.

Effective February 1, 2000 the employer agrees to deduct the sum listed on the Employee's Authorization Slip and remit same to the Cement Masons' Local 526 Fund.

Apprenticeship - Political Action Committee Deductions. It is agreed that upon receipt of signed authorization cards the contractor shall deduct not more than three cents per hour from employee wages for distribution into the Apprenticeship Fund or the Political Action Committee Fund in accordance with the designation made by the employee.

Cement Masons Local Union 526 agrees to hold all authorization cards obtained from Employees represented

by the Union and covered by this Agreement and shall upon request affirm to any interested contractor the fact that such an authorization card is being held by it. Upon revocation if any, the Union shall promptly notify the contractor in writing of the name of the employee and the date of revocation.

The Union shall indemnify and hold the contractor harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of any action taken by the contractor for the purpose of complying with the provisions of this Article, or on reliance of any list, notice, assignment or authorization card furnished under such provision.

No deductions or contributions shall be made for wages paid in excess of the Journeyman Cement Mason's rate, nor shall less than the Journeyman's rate be used in submitting contributions, or making deductions on apprentices.

Deductions for apprentices shall be made on apprentice wages.

One-half of one percent of gross wages shall be contributed to the Western Pennsylvania Heavy and Highway Construction Industry Advancement Program.

Contributions to the Industry Advancement Program are irrevocable, and the Program will be administered by the Constructors Association of Western Pennsylvania.

3. CONSOLIDATED REPORT

In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Cement Masons' Local 526 Welfare Fund, Pension Fund, Supplemental Income Fund, Savings and Annuity Fund, Apprenticeship Fund, and the Industry Advancement Program, it is agreed that the Employer shall consolidate all monthly payments due to any of the foregoing Funds and submit a single check made payable to: Cement Masons' Local 526 Combined Funds, 2606-10 California Avenue, Pittsburgh, Pennsylvania 15212. In lieu of sending separate report forms to each Fund and the

Cement Masons' Union, the Employer shall prepare and send along with the single check a consolidated report form on or before the 30th day of the month following the month for which the report is made.

The Cement Masons' Local 526 Combined Funds shall act as distribution agent for the Employer in distributing the Employer's contributions to the respective Funds and the check-off dues to the Cement Masons' Union, and shall forward to each Fund and the Cement Masons' Union along with the monies due the Fund or the Cement Masons' Union, a copy of that portion of the consolidated report form applicable to that Fund or the Cement Masons' Union.

The Union may require a new Employer or a former Employer who was historically delinquent in the payment of fringe benefits to the required Funds, to post security in the form of a cash or corporate surety bond in the amount that the Trustees of the respective Funds shall determine to be adequate to guarantee payment of any amount due to said Funds.

All fringe benefit payments to the respective Funds are due on or before the 30th day of the month following the month for which the Employee has worked. If an Employer shall fail to remit the deduction and contributions to the respective Funds when the same shall be due and payable, he shall be considered delinquent and in breach of this Agreement, and shall pay, as an additional amount to cover the added bookkeeping costs and other incidental expenses the sum of \$5.00, or five percent of the amount of the delinquent payment, whichever is greater, plus interest on the amount of deductions due at the rate of one-half of one percent per month until paid. In addition, the delinquent Employer shall be liable for the reasonable expenses, including attorney's fees and other disbursements, incurred in the collection of any delinquency.

In the event a Contractor ceases work in the area covered by this Agreement, he shall prepare a report for the last month in which Employees worked and mark same "Final Report."

4. WORKING LEAD FINISHER

When three to nine Journeymen Cement Masons' are employed on one job for a particular contractor, a Lead Finisher shall be placed in charge of the work; his rate of wages shall not be less than seventy-five cents per hour above the Journeyman Cement Masons rate.

When more than nine Journeymen Cement Masons are employed per crew the Lead Finisher shall receive one dollar per hour above the Journeyman Cement Masons rate.

5. APPRENTICES

An Employer shall be permitted one Apprentice if he regularly employs from one to three Cement Masons. He shall be permitted one additional Apprentice for every three Journeymen Cement Masons thereafter. Cement Mason Apprentices shall be paid a percentage of the journeyman wage rates on the following basis:

1st Year	50%
2nd Year	75%
3rd Year	90%

Apprentice fringe benefits shall be computed on the same basis (percent of wage) as apprentice wages.

6. HIRING PROCEDURE

(a) When the Employer is in need of one or more Cement Masons for work to be performed within the territorial and craft jurisdiction of the Union, the Employer shall first contact the Union and request the referral of such Employees, and the Union will send such persons to the Employer on a non-discriminatory basis. The Employer may make requests to the Union for specific persons only if such persons shall have previously worked for the Employer for at least sixty days and have been laid off by the said Employer for not more than one year. The Union will honor such requests if the specific person or persons requested are available for employment.

(b) Selection of applicants for referral to jobs shall be on a non-discriminatory basis, and shall not be based on or in any way be affected by Union membership, by-

laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

(c) The Union shall post in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functioning of hiring arrangements, including the safeguards that we deem essential to the legality of an exclusive hiring agreement.

(d) When requested by the Employer, the Union agrees to supply the required number of Employees within forty-eight hours - however, if the Employer requests the services of more than three Employees for a particular day or make said request when Employees are in short supply, the Union may insist on seventy-two hours (during work week) notification from time of request to time of hiring.

7. JURISDICTION OF WORK

The work to be performed under this Agreement shall be that which traditionally has been performed by Cement Masons, and that which has been or shall be determined as Cement Masons' work by virtue of Local and International Agreements, and Agreements and decisions of Record.

The Cement Masons Union subscribes to the Heavy and Highway Agreement.

It is agreed that the work on parking lots and driveways on commercial and industrial sites and the work of steel trowel finishing of floor slabs is not included within the scope of heavy construction if the said work has not been historically performed by the Cement Mason under this Agreement, and shall be performed under the Building Trades Agreement.

Should the Employer engage in so-called "building," "commercial," or "industrial" and/or "residential" (as contrasted with "heavy and highway" as the case may be) construction, the Employer agrees to be bound by and entitled to the provisions of the prevailing collective bargaining agreement entered into by this Union covering such work.

8. STEWARD

A steward shall be selected by the Union on all jobs and shall be allowed to look after the business of the Union on the entire job site. Said steward shall not be discriminated against by the Employer, and shall not be discharged for any reason until the matter is taken up with the Business Representative of the Union for adjustment.

9. GENERAL

Employees called out on the day of employment after the normal starting hour shall be paid a full day's wages beginning at the normal starting time, unless they replace regular employees who have failed to report for work without notification to the Employer.

On those jobs where the specifications direct that no work will be performed from 7 a.m. to 9 a.m. for the maintenance of traffic, the day's work may begin at 9:00 a.m.

The number of men required prior to the first pouring and on late pourings will be subject to the discretion of the Contractor who will make such arrangements with the steward.

The necessary rain gear must be supplied by the Contractor when the weather requires it, and shall be chargeable to the man if lost or damaged beyond ordinary wear and tear.

Pure drinking water and paper cups shall be furnished at all times.

A suitable and sanitary toilet shall be provided.

Where five or more Cement Masons are steadily employed, the Contractor agrees to furnish a suitable facility on such jobs where it may reasonably be required in which the craft may store their tools and change and keep their clothes. This facility shall be properly heated when necessary. The steward shall be furnished with a key. In case of fire or theft of the tools and clothing placed within said facilities for safekeeping, the Contractor shall be held responsible for such loss which shall not exceed a maximum of One Hundred Twenty-Five Dollars for tools and for personal effects in each individual case, providing:

(a) The loss by theft must take place outside of working hours.

(b) When requested by the Contractor, all tools must be listed with the Contractor and marked for individual identification.

Upon discharge, Cement Masons shall be given sufficient time to collect and clean their tools.

Cement Masons and Lead Finishers who are working on a particular job for an Employer shall not be transferred, even though temporarily, to another job for the same Employer, where the result shall be the displacement on overtime, Saturday, Sunday and Holiday work, of any other Cement Mason employed by the Employer on the overtime or premium time job.

When a General Contractor elects to sublet a job for labor only, he shall be held responsible for the payment of all wages and fringe benefits. When men are requested for such projects they shall be requested in the name of the General Contractor.

This Agreement signed and accepted this 13th day of January 2000.

CONSTRUCTORS ASSOCIATION OF
WESTERN PENNSYLVANIA

(a) <u>[Signature]</u> President	(a) <u>Donna Rowan</u> Witness
(a) <u>[Signature]</u> Executive Director	(a) <u>Wm. J. Vanati</u> Witness
(a) <u>[Signature]</u> Director of Industry Relations	(a) <u>Jodi L. Turner</u> Witness

CEMENT MASONS' LOCAL UNION NO. 526

(a) <u>[Signature]</u> Business Manager	(a) <u>Donna Rowan</u> Witness
(a) <u>Ralph Belic</u> Assistant Business Manager	(a) <u>Wm. J. Vanati</u> Witness

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400 <
active

✓ Mike Giammatteo
Business Manager

Ralph Belice
Assistant Business Manager

Charles F. Fischer
Business Representative

Raymond J. Furtivo
Business Representative

Joseph G. Trowery
Business Representative