

## Memorandum of Understanding

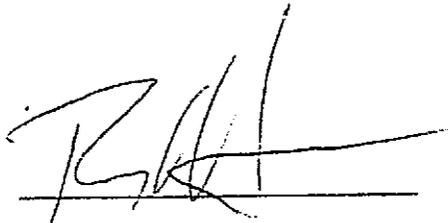
WHEREAS the Operative Plasterers and Cement Masons International Association Local Union 132 (LU132), and the Parkersburg-Marietta Contractors Association (PMCA) agree to extend the existing collective bargaining agreement (LU132/PMCA CBA) which is dated June 1, 2016 through May 31, 2020 by and between LU132 and PMCA; the purpose of which is to facilitate sufficient time for the COVID-19 epidemic to run its course so that regular negotiations may take place at a later date.

WHEREAS LU132 and PMCA wish to continue bargaining in good faith, as is usual and customary, in order to provide a fair LU132/PMCA CBA that will benefit contractors and labor alike.

NOW, THEREFORE, LU132 and PMCA agree to extend and amend the existing LU132/PMCA CBA as follows:

1. The Agreement (LU132/PMCA CBA), with all of its present terms and conditions, will expire at midnight on May 31, 2021.
2. The parties (LU132 and PMCA) may agree, at a future date and prior to the new May 31, 2021 expiration date, to further extend this memorandum of understanding (MOU) should circumstances warrant such action.
3. The parties (LU132 and PMCA) agree that beginning on June 1, 2020 the current total compensation package of \$45.54/hour (Plasterers and Cement Masons), shall be increased by \$0.90/hour to a total package of \$46.44/hour.

This MOU in its entirety is adopted this 7<sup>th</sup> day of April, 2020 and shall become effective immediately.



Rory Haines, LU132



Clinton Suggs, PMCA

**AGREEMENT BETWEEN**  
**THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION**  
**AND**  
**CEMENT MASONS LOCAL UNION NO. 132**  
**O. P. & C.M.I.A. (AFL-CIO)**

**EFFECTIVE June 1, 2016 through May 31, 2020**



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**AGREEMENT BETWEEN**  
**THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION**  
**AND**  
**CEMENT MASONS LOCAL UNION NO. 132**  
**O. P. & C.M.I.A. (AFL-CIO)**

The Parkersburg-Marietta Contractors Association, referred to hereinafter as the “Association” and the Cement Masons Local Union #132, O.P. & C.M.I.A. (AFL-CIO), referred to hereinafter as the “Union”.

The terms of this Agreement shall be effective from June 1, 2016 through May 31, 2020.

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein, through their authorized agents.

WHEREAS, the parties desire to stabilize employment in the Construction Industry-agree upon wage rates, hours and conditions of employment and to minimize strikes, boycotts, lockouts and stoppage of work.

NOW, THEREFORE, the undersigned Association and the Union agree as follows:

**ARTICLE I**  
**GEOGRAPHICAL JURISDICTIONAL AREA**

The provisions of this Agreement shall govern the relations by and between the Association and its members and the Union and its members and, in particular in this Agreement, the Cement Masons coming under the jurisdiction of Local Union No. #132. The word “Cement Masons” shall embrace all the branches of the trade (except those coming under Heavy and Highway Construction) coming under the jurisdiction of the Cement Masons Local Union No. 132, O.P. & C.M.I.A. (AFL-CIO), in the following geographical area: The Ohio Counties of Monroe, Noble, Washington, Athens, Meigs and Morgan.

## **ARTICLE II JURISDICTIONAL WORK AWARDS**

SECTION 1. The terms of this Agreement shall bind the Employer and employee to the obligation and right to perform the work awarded to the specific trade by the National Joint Board for Jurisdictional Awards, and any Memorandum of Understanding between the Union and any other International Union.

The awards include but are not limited to the following:

All finishing of concrete construction, including the foremanship of same, such as buildings, bridges, elevators, silos, smokestacks, curb and gutters, sidewalks, streets and roads, paving alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement rock asphalt, and laying and spreading and finishing of all types of bituminous concrete, whether laid free hand or in a pre-cast form on the job; the finishing or washing of all concrete construction, using any colored pigment when mixed with concrete, in any other form composition, terrazzo granitoid, mosaic, and nail coat, whether done by brush, trowel, float, or any other process; including operation of machine for scoring floors or any other purpose they may be used in connection with the Cement Masons trade. The rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, step stairs, and risers and running all base six inches or less in height when floors of the above mentioned materials are used, patching brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone and all concrete construction, setting of all strips, screeds, stakes and grades and curb forms. All glass set in cement. The pointing and patching and caulking around all steel and metal window frames that touch concrete. The laying and finishing of Gypsum Material roof when poured in place. The operation of all float and trowel machines. The operation of all expansion joint saw machines. The operation and control, cleaning and handling of all types of vacuum mats used for the purpose of drying cement floors shall be the work of the Cement Masons. The cleaning of all tools sand blasting of concrete walls for exposed architectural finish. The liquid membrane curing and sealing of concrete floor slabs as required providing no other form of protection is used.

All preparatory work on concrete constructions, such as cutting of nails, wires, wall ties, all curing or covering of fresh concrete or mats, patching, brushing, chipping, grouting, dry packing, and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction.

All dry packing, grouting and finishing in connection with setting all machinery such as engine pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations.

The application of epoxy materials that adhere to concrete shall be recognized as the work of the cement masons. The operation and control of epoxy injection procedure. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld, and any similar products, regardless of the tools used and regardless of the type of base the materials may be applied to.

Setting of expansion materials when used as a screed or in place of a screed regardless of the use of wood or zip strip.

At the request of the company's owner or the owner's job representatives, Cement Masons and their apprentices may be used to set up concrete forms or wall panels up to 2 feet tall that will hold the placement of concrete. They may also be used to grade, prepare, and prep for the placement of any concrete flat work pours.

In keeping with the changing times and the friendlier environment, the Cement Masons Union will educate, train and perform the concrete construction of the new wave era. This includes the new work that we know today and any new techniques, within the trade, of the coming future. This work shall include, but is not limited to Pervious Concrete, setting and placement of Styrofoam block, concrete filled walls, polishing of concrete, concrete staining, color concrete and any different add mixtures to concrete, etc.

### **ARTICLE III RECOGNITION AND SECURITY**

SECTION 1. Recognition - During the term of this Agreement, the Association hereby recognizes the Union as exclusive collective bargaining agent for all Cement Masons craftsmen (within the territory stated in Article 1), and the Union recognized the Association as the exclusive bargaining agent for all employers of Cement Masons craftsmen (within the territory stated in Article 1), and it is mutually acknowledged that each has acted as such agent continually for more than the past twenty years, and that now and over such period each has been so recognized by appropriate departments or agencies of both Federal and State Governments.

SECTION 2. Liabilities - It is mutually understood and agreed that no liability shall arise on the part of the Union by reason of an unauthorized act by a member of the Union. It is likewise understood that this Agreement is negotiated by the Association, acting as agent only for its members and employers of craftsmen (within the territory state in Article 1); and for any breach of this Agreement, the liability of an employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent without liability for the acts of its individual members or other employers within the stated territory.

SECTION 3. Non-discrimination. It is mutually agreed that the Contractors and the Union shall abide by all of the laws of the United States and the State of Ohio and lawful orders thereof in non-discrimination and fair employment practices. The contractors and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment, or applicant for Union membership or apprenticeship training because of race, color, religion, national origin, sex, age or ancestry.

SECTION 4. Work Stoppage - It is hereby mutually agreed that during the period of this Agreement there shall be no lockouts or stoppage of work of any kind except for willful violation of any section of this Agreement by either party.

SECTION 5. Management Recognition and Rights - The employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this agreement, the employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, suspension or discharge of employees for proper cause, lay-off or employees because of lack of work or for other legitimate reasons. No rules, customs or

practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

SECTION 6. This agreement shall bind all subcontractors while working for a Contractor upon whom this Agreement is binding. Any contractor who sublets any of his work must sublet same subject to this Agreement. If the Union shall furnish Cement Masons to any contractor within the area stated in Article I upon any more favorable terms or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall be extended to all contractors after the particular case in question has been processed through the grievance procedure of Article X.

SECTION 7. All employees who are members of the Union of the effective date of this Agreement shall be required to remain members of the Union of a condition of employment during the term of this agreement. New employees shall be required to become and remain members in good standing of the Union as a condition of employment from and after the seventh day following the dates of their employment or the effective date of this Agreement whichever is later.

SECTION 8. The Union reserves the sole authority to penalize Union members for violation of the constitution and by-laws of the Local Union or the International. The Union reserves the right of refusing to furnish Cement Masons to any contractor who willfully violates any section of this Agreement.

SECTION 9. As to any Cement Contractor who is not a member of the Parkersburg-Marietta Contractors Association, and is doing work within the jurisdiction of Local Union No. 132, the Union reserves the right to refuse to supply workmen unless such contractors signs this Agreement.

## **ARTICLE IV HOURS AND WORK DAYS**

SECTION 1. Eight (8) hours shall constitute a day's work. The working hours shall be between 6:00 a.m. and 5:00 p.m. from Monday to Friday inclusive. However, changes in work hours not to exceed a regularly scheduled eight hour day may be made by mutual agreement between the employer and the Union.

1) With a four (4) day notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m., exclusive of a thirty (30) minute lunch period scheduled by the Employer between the fourth and the sixth hours worked. Forty hours per week shall constitute a week's work, Monday through Thursday, inclusive. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work at the option of the employee, and this shall not have any effect on his regular employment. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half, up to 10 hours. Overtime in excess of 10 hours shall be paid at the rate of double time.

2) All time on Sundays and holidays shall be paid for at the rate of double time.

3) An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).

4) Holidays occurring on any day of a four (4)-ten (10) week shall be considered a day worked.

5) Reporting pay 1-2-4 & 8 hours for five (5) eight (8) hour days work week and 1-2-5 & 10 for a four (4) ten (10) hour days work week.

SECTION 2. Double time the normal rate shall be paid for all overtime work including Saturday and Sunday.

SECTION 3. Holidays - Double time the normal rate shall be paid for all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work shall be performed on holidays except to prevent loss of life or the destruction of property and no work shall be performed without notification and consent of the Union representative

SECTION 4. Reporting Time - Craftsmen reporting for work, unless the employer notifies the employee by the end of the previous day not to report, shall receive one hour pay if work is not started by the normal starting time. If an employee stays on the job after normal starting time he shall receive two (2) hours pay. The employer may request the employee to remain on the job for two (2) hours. If employee starts to work, he shall receive four (4) hours pay. If employee works more than four (4) hours, he shall receive eight (8) hours pay. He shall not refuse to do any work that comes under the jurisdiction of the Cement Mason trade or refuse to go to any other job to complete the hours paid for by the same contractor. It shall be the responsibility of the employee to furnish to the contractor the telephone number at which the employee may be called regarding reporting to work.

SECTION 5. Industrial Work Clause

First Shift - 8 hours work at regular rate of pay.

Second Shift - 8 hours work at regular rate of pay plus 15% differential.

Third Shift - 8 hours work at regular rate of pay plus 15% differential.

Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked can be used for establishing the three (3) day minimum shift work period. (Example: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday). The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three (3) shift are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at regular rate plus fifteen percent (15%). The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate

plus fifteen percent (15%). Any time worked in excess of the above mentioned shifts shall be paid regular rate plus 15%, doubled, (two times this amount).

SECTION 6. All repair, rehabilitation, remodeling and maintenance work which is performed in an established operating manufacturing plant, warehouse, or commercial enterprise outside the regular working hours as a service and convenience to the Owner: will be performed at the base rate of wages, plus twenty-five cents (\$.25) an hours, and overtime rate will be paid after eight (8) hours of work.

## **ARTICLE V USE OF MATERIAL AND EQUIPMENT**

SECTION 1. There shall be no restriction against the use of machinery, tools, or labor-saving devices provided the same are operated under the conditions of this Agreement and furnished by the Employer.

## **ARTICLE VI WORKING RULES**

SECTION 1. Tools - Any Contractor or owner employing craftsmen shall provide an adequate place to safely house their tools and work clothes, with a heated place in which to eat lunch. Contractor shall carry fire and theft insurance or shall replace tools if lost by fire or theft. Craftsmen must have locked tool boxes. Any claim by craftsmen for lost tools must be accompanied by a notarized statement listing the lost tools.

SECTION 2. Temperature and Facility Clause - The Employer shall furnish suitable drinking water between April 1st and November 30th and at other times when deemed necessary by mutual Agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change and store their tools on each job of sufficient size and length to justify the same.

SECTION 3. It shall be the privilege of the Steward and the Union Business Agent, when there is some doubt as to the amount of wages, to see the employer's pay record so as to know that every employee is receiving wages according to this agreement.

SECTION 4. The one-half hour lunch period shall commence four (4) to four and one-half (4 1/2) hours from the start of the job, depending on the starting time. Masons required to eat at any other time shall be paid overtime for that period.

SECTION 5. Where the employer does not have a power signal, the Steward on the job shall call time.

SECTION 6. The Business Representative of the Union shall have access to any and all jobs during the course of construction operation. The Union shall not have the right to interfere with employees during working hours. In the vent it is necessary for the Business Agent or Union

Representative to contact an employee on the job, he shall do so by contacting the Job Superintendent. This rule shall apply as stated in areas or on jobs where owner policy prohibits such contact at the job site.

SECTION 7. It shall be a condition of this contract that when craftsmen are hired on any and all jobs within the jurisdiction of Ohio Local #132, fifty percent (50%) of such labor shall be taken from the local labor force, provided such labor is competent and available within the terms of the contract.

SECTION 8. There shall be a Union Steward on any/all jobs or any contractor's shops, as the Union Business Representative deems necessary. The decision and appointment of any Union Steward shall come through the Union Business Representative. The Union stewards shall have adequate time during the regular working hours to protect the rights of Ohio Local #132, its members, and all Cement Masons employees. Union Stewards shall not be threatened, coerced or intimidated by the Contractor or Employer or anyone representing the Contractor or Employer for performing his duties as a Union Steward.

SECTION 9. All or part of every crew of Cement Masons shall finish all the work put down by the crew. This shall also apply to Article IV, Section 5, except as noted.

SECTION 10. All floors shall receive one hand troweling after the troweling machine unless specifications state otherwise.

SECTION 11. All overtime is to be equally divided between Cement Masons on the job/ except the Union Steward and Foremen.

SECTION 12. Contractors, Superintendents and Foreman shall inform the job or shop Steward and/or Business Representative upon replacing Cement Masons on the job. Only Cement Masons Job Foreman shall have seniority rights or priority rights of overtime over Union Job Stewards.

SECTION 13. Screed straightedges shall not be longer than ten (10) feet; strikeout straightedges shall not be longer than eight (8) feet. All other straightedges, screed machines and mechanical straightedges shall be manned by two (2) or more Cement Masons. All manual straightedges shall be of regulation 1 1/9 inch material.

SECTION 14. A job steward shall be appointed by the Business Representative from employees on the job and shall be acceptable to the contractor. The steward shall not be removed, transferred or discharged unless the Union Office is notified.

SECTION 15. The Foreman shall be selected by and be the Agent of the Employer and the hourly rate of pay shall not be less than the hourly rate as set forth in Article IX. The Foreman shall not take orders from anyone other than the Employer or the Employer's designated Superintendent.

SECTION 16. Any employer who is a party to this agreement will be required to post a cash bond to guarantee wages, fringe benefit payments or any legal assessments for any employee. Parkersburg-Marietta Contractors Association members or steady Marietta local area contractors of Local 132 will not be required to post a bond unless said employer has a history of delinquent payments to the fringe benefits. (Delinquent history shall be defined as late payments made more than twice to the fund). 1 to 10 employees - \$25,000.00. 11 and more employees - \$50,000.00.

SECTION 17. Employees will be afforded two ten (10) minute breaks at their work stations. It is understood that breaks will not create a general work stoppage. If work station environment is not suitable, special arrangements shall be made by mutual agreement.

SECTION 18. A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the local Union who shall, in addition to his work as a journeyman, be permitted to perform at other times which consists of those duties assigned to him by the Business Agent or Business Manager. Stewards duties shall be confined to the Contractors' job with whom the steward is employed: except to contact the Business Agent on any other discrepancies he may find on the project. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward will be the last Journeyman laid off provided he is capable of performing the work.

SECTION 19. As a means of employment, if Cement Mason are required to have steel toe boots, metatarsals, etc., and if the contractor, owner or owner's representative are reimbursing or paying for steel toe boots, metatarsals, etc., for any other crafts on the job, then the same treatment will be given to the Cement Mason on that job.

## **ARTICLE VII SAFETY**

SECTION 1. It shall be a condition of this Agreement that all contractors shall comply with Safety Provisions set down in Occupational Safety Code of Ohio, including revision. It shall be a condition of employment that all employees use and wear the safety equipment provided by the contractor and practice the safety procedures specified by the Contractor and OSHA, Construction Safety Act of 1969 and the State Safety Code. Failure to comply will subject employees to immediate dismissal without recourse.

When an Employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

As a condition of employment, it is recommended that all Cement Masons take and get certified in the Local #132 16-hour Safety Training Passport which includes the OSHA 10-hour safety course. All Cement Masons should take the Local #132 Safety Refresher Course and update their certification every 3-4 years. It is acceptable to receive the OSHA 10-hours portion of the training at another training facility.

SECTION 2. The contractor hereby agrees to erect all scaffolds to meet requirements of the Industrial Commission of Ohio, and to adequately protect his employees under the Workman's Compensation Law, Social Security and Unemployment Insurance.

SECTION 3. All troweling, floating and other power machines shall be equipped with safety cutoffs.

SECTION 4. There must be more than one man in the immediate vicinity (regardless of trade of job title) on all overtime work for safety.

## **ARTICLE VIII APPRENTICES**

SECTION 1. The parties hereto recognize the necessity of an adequate apprenticeship program in order to maintain a sufficient number of skilled mechanics in the industry. To that end, they shall encourage and undertake the employment and proper training of as many apprentices as are economically reasonable and practical.

SECTION 2. The apprenticeship training standards and related matters shall be governed by a Joint Apprenticeship Committee of an equal representation from the Association and the Union. This Committee shall have full power to act on all matters pertaining to apprentice training and shall develop apprenticeship standards in cooperation with the apprenticeship training service of the United States Department of Labor and other State and Federal agencies. Said standards shall be registered with the State Apprenticeship Council and proper government offices.

The Parkersburg-Marietta Contractors Association may appoint members of the Joint Apprenticeship Committee.

SECTION 3. To every three (3) journeymen carried on the employer's payroll, there shall be one (1) apprentice when available.

## **ARTICLE IX WAGES**

SECTION 1. Effective June 1, 2016, and during the term of this agreement, hourly wage rates for journeymen Cement Masons will be as follows:

	<u><b>6-1-16</b></u>	<u><b>6-1-17</b></u>	<u><b>6-1-18</b></u>	<u><b>6-1-19</b></u>
Journeyman	\$27.24			
Foreman	+ .75			
General Foreman	+ 1.25			
Health and Welfare	6.20			
Pension	3.60			
Annuity	4.89			
Apprenticeship Fund	.65			
Substance Abuse Testing	.10			
Job Promotion Fund	.10			
OPCMIA ITF	.06			
<b>TOTAL PACKAGE</b>	<b>\$42.84</b>	<b>\$43.74</b>	<b>\$44.64</b>	<b>\$45.54</b>
 <b>DEDUCTIONS</b>				
Savings Plan	- 1.50			
Dues Check-off (deduct)	-5% of total pkg, plus \$.10 per hour worked			

Wage increases can be taken as fringe benefits upon the option of the Union Membership with a 30 day notice to the Association.

SECTION 2. During the term of this Agreement wage rate for apprentice Cement Masons shall be as follows:

First year	-----	65% of journeyman rate
Second year	-----	80% of journeyman rate
Third year	-----	90% of journeyman rate

SECTION 3. All Cement Masons working on swing stage, slip scaffold or window jack scaffolds shall receive the following rates.

\$ .50 above the regular rate for heights up to fifty (50) feet above the grade level.

\$ .90 above the regular rate for heights over fifty (50) feet above the level.

SECTION 4. Payroll Period - Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) days with payday being no later than quitting time Friday.

SECTION 5. Periodic pay increases as called for in this contract shall become effective on the date of the increases.

SECTION 6. Employees being laid off or terminated shall be paid in full on the job at the time of termination or said employee's check will be mailed to their residence or to the Union office on the next business day after termination.

SECTION 7. Employees shall be paid weekly in currency, check, or direct deposit by consent of Local No. #132. Payment is to be made not later than 4:30 p.m. There shall be an initial penalty of two (2) hours' Pay and any lost time suffered by the employee during the regular working hours until the payment is made by the contractor.

SECTION 8. On all jobs requiring four (4) men or more, there shall be a foreman, whose wages shall be seventy-five (\$.75) cents per hour more than the journeyman scale of wages. The foreman can work with the tools at the discretion of the Employer. On all jobs requiring eight (8) men or more, there shall be a General Foreman, whose wages shall be one dollar and twenty-five cents (\$1.25) per hour more than the journeyman scale of wages.

SECTION 9. Fringe Benefits - Under the terms of this Agreement, the employer shall pay all fringe benefits and apprentice contributions described as follows:

**Apprentices** - Effective June 1, 2016, sixty-five cents (\$.65) per man hour worked by each and every journeyman and apprentice shall be paid for the purpose of apprentice and journeyman training and related expense.

Said monies shall be paid to a legal trust fund at the discretion of the trustees who will establish a place or places of deposit with a secretary's office to handle all apprentice fund matters.

**Health and Welfare** - The Contractor agrees to contribute six dollar and twenty cents (\$6.20) per hour for each hour paid to each employee, subject to the terms of this Agreement, to the Ohio Conference of Plasterer's and Cement Masons Health and Welfare Fund. For all overtime hours, the Health and Welfare shall be paid at the overtime rate. Payment is to be made as designated by the Trustees of the Health and Welfare Fund.

Reports of employees who have worked, the number of hours that they have been paid and such other data and information as may be required by the Trustees of the Fund for the efficient operation thereof, shall be transmitted to the office of the Fund by the 15th day of each month for the calendar month immediately preceding the reporting date, along with the said six dollars and twenty cents (\$6.20) per hour for each such employee for each hour paid. Any payments not made by the 15th of the month when due shall automatically incur a liquidated damage assessment against said Employer of 10% of the amount shown to be due for said period, and may also subject the Employer to other additional requirements as provided in said Trust Agreement. Payments not made when due will affect the eligibility for claims of employees denied because of such delinquency. The Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund shall be -jointly administered by a Board of Trustees consisting of twelve (12) trustees, six (6) designated by the Union and six (6) designated by the employer association.

In the event any fringes are discontinued; their hourly rate shall be added to the wage rates listed herein.

The terms of the Health and Welfare Fund or provisions for its operation shall not be subject to, or suitable for, arbitration by the terms of this Agreement.

**Pension Fund** - The Employer agrees to contribute three dollars and sixty cents (\$3.60) per hour worked by each employee subject to the terms of this Agreement to the Cement Masons Local Union #132 Pension Fund. Payments to this fund shall be made on or before the fifteenth (15th) day of each month on account of hours worked by employees during the payroll periods in the preceding month. For all overtime hours the Pension Fund shall be paid at the overtime rate.

This Fund shall be jointly administered by a Board of Trustees, consisting of six trustees, three (3) of whom shall be designated by the Association and three (3) of whom shall be designated by Cement Masons Local Union #132. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust and any amendment thereto, the terms and provisions of which are herein incorporated by reference.

**Annuity Fund** - Effective June 1, 2016, it is agreed that the Employer will contribute the amount of four dollars and eighty-nine cents (\$4.89) per hour worked into a jointly sponsored Pension Fund and be bound by the provisions of related Declaration of Trust. Pension and Annuity Fund contributions shall be paid and mailed to: Cement Masons Combined Funds, PO Box 230, Niles, OH 44446.

**OPCMIA International Training Fund** - The Employer(s) signatory to this Collective Bargaining Agreement hereby agree to make contributions in accordance with the wage and fringe benefit schedule contained in this Article IX to the OPCMIA International Training Fund (OPCMIA ITF), for all hours worked by all employees covered by this Agreement. Such contribution will be .13% of the total package. Each signatory Employer agrees to be bound by the written terms of the trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of the OPCMIA ITF, as well as any amendments to that trust agreement. Each Employer

further agrees to be bound by all rules, regulations and procedures adopted by the OPCMIA ITF Trustees and all actions taken by them within the scope of their authority. Each signatory Employer also authorizes the parties to the OPCMIA IFT trust agreement to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

All contributions, dues, deductions and fringe benefit contributions required by the terms of the Collective Bargaining Agreement shall be paid no later than the 15<sup>th</sup> day of the month following the month in which work was performed. Any contributions not postmarked or received by the 15<sup>th</sup> day of the month shall be considered delinquent. Liquidated damages of ten percent (10%) shall be assessed if payment is not received by the 20<sup>th</sup> day of the month following the month in which work was performed. Simple interest of one-percent (1%) per month shall be assessed beginning on the 15<sup>th</sup> day of the month following the month in which payment was originally due. Costs and professional fees incurred collecting unpaid delinquent contributions shall be imposed in accordance with rules and procedures adopted by the Combined Funds. The Ohio Conferences of Plasterers and Cement Masons Combined Funds, Inc., shall be responsible for calculation, assessment and collection of all liquidated damages and interest charges. Such charges shall be used to offset the operational expenses of the Combined Funds, Inc.

## **PARKERSBURG-MARIETTA CONTRACTORS & TRADES EDUCATION & DEVELOPMENT FUND**

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund: a copy of which is available for inspection by interested parties.

Whereas the Union and the contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent to the United Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

## **CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION**

SECTION 1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the

“FUND”. The Fund shall be administered solely and exclusively by the Trustees of the Association appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section 2 of this Article.

SECTION 2. Commencing July 21, 1989 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual employee the sum of Seven cents (\$.07) per hour for each hour worked and the Union shall deduct through the normal dues check-off system from each member the sum of five cents (\$.05) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated. Effective June 1, 2009, the Union shall deduct through the normal dues check-off system, from each member the amount of ten cents (10¢) per hour worked and said funds shall be paid The Parkersburg-Marietta Contractors Association Construction Advancement Program.

SECTION 3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing the defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows

- A. Employer expenses incurred in the promotion of stability of relations between labor and management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

SECTION 4. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

SECTION 5. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

SECTION 11. DUES CHECK-OFF AND SAVINGS ACCOUNTS - During the life of this Agreement the employer shall deduct, as called for under Article IX, Section 1 from the pay of each Employee for whom there is on file with the Union a signed authorization, for the Union membership hourly dues and Savings Accounts, with overtime hours, if any, paid on the overtime rate. The sum so deducted shall be paid monthly in such manner as may be agreed upon by the Union and the Association, but in no case shall said payments be due more often or earlier in the month than those Health & Welfare, Pension, Apprentice payments described in the Contract. The duly authorized point of collection and/or the Administrator thereof shall promptly forward to the Union the amount of the working dues received and shall immediately credit to individual savings accounts to be

established and maintained in the individual name of each member for which hourly savings amounts are deducted, together with a report to the Union in such manner and quantity as shall be agreed upon from time to time between Labor, Management and the Collection Source.

The Union shall indemnify and save harmless each employer against any claims made on account of action taken by such employer in reliance upon information or forms furnished by the Union hereunder.

All authorized deductions shall be effective and irrevocable for a period of one year or to the termination of the Agreement, whichever occurs sooner.

The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked within fifteen (15) days after an irrevocable period hereof. Such revocations shall be effected by written notice certified mail to both Employer and the Union within such fifteen (15) day period. With sixty (60) notice, the Dues & Savings may be changed at the option of the Union.

## **PROMOTIONAL/MARKETING FUND**

In an effort to promote and market the Cement Masons trade, a Promotional/Markets fund was established in 2007. A ten cent (\$.10) per hour contribution will be made to the Promotional/Marketing Fund. All requests for funds or expenditures from the fund are at the sole discretion of Local #132 and shall go through the Local #132 Governing Committee and/or the Local #132 Executive Board for consideration and final approval.

## **ARTICLE X ARBITRATION**

SECTION 1. Should difference arise between the Employer and an employee covered by this Agreement as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

(a) Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company: these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representative and the Employer and/or representative cannot arrive at a satisfactory solution within the time limit of 48 hours, then the matter will be referred to a Joint Committee to be composed of two (2) representatives of the Association, if the

employer is an Association member, or two (2) representatives of the Employer if the employer is not a member of the Association, and two (2) representatives of the Union of which will be one representative for the local union territory in which the grievance pends and one representative from the District Council. The Joint Committee shall meet within 48 hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party. This Agreement does not obligate the PMCA to participate in the adjustment of grievances involving non-member employers.

- (d) If the dispute cannot be settled by this Joint Committee and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.

SECTION 2. Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

## **ARTICLE XI BLANKET DISCLAIMER**

It is mutually agreed that if any clause, term or provision of this Agreement is, or is hereafter, bound to be illegal or in contravention of any Court Ruling National Labor Relations Board ruling or ruling of any Board or Agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without disturbing the other clauses, term or provisions of this Agreement. The remaining part of this agreement shall remain in full force and effect.

## **ARTICLE XII NATIONAL WORK RULES**

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foreman, the employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the employer may select such men from other areas. Foremen and general foremen shall take order from individuals designated by the Employer.

2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

4. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

5. Practices not a part of terms and conditions of collective bargaining agreements will not be tolerated.

6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

8. There shall be no illegal strikes, work stoppages or lockouts.

9. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and Holidays excluded), the Contractors shall be free to obtain workmen from any source.

10. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreement. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the crafts and number of men to be assigned to each of the shifts so established.

## **ARTICLE XIII PRE-JOB CONFERENCE**

It is mutually agreed that the Contractor working in this jurisdiction will have a pre-job conference with the Parkersburg-Marietta Building Trades on all projects totaling \$100,000.00 or more.

**ARTICLE XIV  
EXPIRATION DATE**

This Agreement shall be binding on both parties from June 1, 2016 until May 31, 2020 and continue from year to year unless either party hereto notifies the other party sixty days (60) prior to the termination date hereof of its intention to modify and/or terminate.

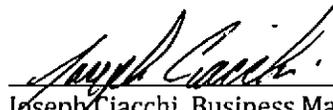
IN WITNESS AND TESTIMONY of the provision and terms mutually agreed upon and specified herein, the duly authorized officers and representatives of both parties hereby affix their signatures and seals this 1st day of June, 2016, at Parkersburg, West Virginia.

PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.



Clinton Suggs, Executive Director  
Phone: (304) 485-6485

OHIO LOCAL #132, O.P. & C.M.I.A.



Joseph Ciacchi, Business Manager  
Phone (740) 689-9004



Dave Santo, Business Representative  
Phone: (740) 689-9004

## AGREEMENT OF PARTICIPATION

The undersigned desiring to become additional parties to the Collective Bargaining Agreement between the above noted Parkersburg-Marietta Contractors Association, Inc. and the Cement Masons Local No. #132 O.P. & C.M.I.A. which is dated June 1, 2016 hereby certify that they have read said Agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Authorized Representative,  
Cement Masons Local No. #132

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

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Title

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Title

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	<b><u>6-1-16</u></b>	<b><u>6-1-17</u></b>	<b><u>6-1-18</u></b>	<b><u>6-1-19</u></b>
Journeyman	\$27.24			
Foreman	+ .75			
General Foreman	+ 1.25			
Health and Welfare	6.20			
Pension	3.60			
Annuity	4.89			
Apprenticeship Fund	.65			
Substance Abuse Testing	.10			
Job Promotion Fund	.10			
OPCMIA ITF	.06			
<b>TOTAL PACKAGE</b>	<b>\$42.84</b>	<b>\$43.74</b>	<b>\$44.64</b>	<b>\$45.54</b>
<b>DEDUCTIONS</b>				
Savings Plan	- 1.50			
Dues Check-off (deduct)	-5% of total pkg, plus \$.10 per hour worked			