

Side Letter to 2010 Collective Bargaining Agreement

Between

Cement Masons Local 11 Areas 161, 362, and 638, Local 502, and Local 803

And

Mid-America Regional Bargaining Association

This letter will confirm our agreement and understanding reached during the 2010 contract negotiations between the Mid-America Regional Bargaining Association and Cement Masons Local 11 Areas 161, 362, and 638, Local 502, and Local 803 with regard to Collectively Bargained Workers Compensation.

It is agreed that following ratification of the 2010 Agreement, should Illinois Law change and allow the implementation of Collectively Bargained Workers Compensation and the parties reach an understanding on changes regarding this issue, this Agreement will be modified to adopt those changes.

Accepted and agreed this 12th day of July 2010

Local 11 Area 161,362,638

Local 502

Local 803

Chris Stearns

Donald Williams

Michael R. DeWand

Mid-America Regional Bargaining Association

Patrick Williams

Side Letter to 2010 Collective Bargaining Agreement Between

Cement Masons Local 11 Areas 161, 362, and 638, Local 502, Local 803 And

Mid-America Regional Bargaining Association (MARBA)

This letter will confirm our agreement and understanding reached during the June, 2010 contract negotiations between the above mentioned parties with regard to pension protection and employers right of assignment language.

It is agreed that following the ratification of the June 1, 2010 through May 31, 2013 Agreement, should each and every (collectively referred to as "ALL") MARBA recognized construction trades unions located within the geographical and territorial jurisdictions of the Northern Illinois District Council of the OPCMIA, adopt pension protection and employers right of assignment language in their collective bargaining agreements now under negotiation as of June 1, 2010, the Cement Masons Local 11 Areas 161, 362 and 638, Local 502 and Local 803 will consider adopting similar language only for the duration of the above parties' current agreement.

Accepted and agreed this 12th day of July, 2010.

Local 11 Areas 161, 362, 638

Local 502


Local 803







Mid-America Regional Bargaining Association
(MARBA)



SUBJECT TO LOCAL REVIEW

SECTION 3. WAGRS

Paragraph 8. Pay on Separation. Any Cement Mason who quits of his own accord shall be paid on the next regular payday. Any Cement Mason who is discharged or laid off shall be paid by cash or check in person or by mail postmarked within 48 hours to the nearest working day. In the event an Employer does not send the check promptly postmarked within 48 hours to the nearest workday, a 4 hour penalty shall be assessed for each day postmarked after the initial 48 hours, payable directly to the affected Cement Mason, and the Union reserves the right to deny the said Employer privilege of mailing future checks. Wages due for all work performed after 4:30 p.m., may be mailed the following workday. Any said violating Employer shall be required to pay on the job site at the time of lay off or discharge for all work performed up to 4:30 p.m., that day. Any Cement Mason required to pick up his check shall be given a time check calling for two (2) additional hours to cover traveling time. Such additional hours are to be added at the time of giving the check and shall be paid on presentation at the office of the particular Employer. If same is required to remain there, he shall be paid for such time - Sundays and holidays excepted.

SECTION 6. Branches of Work

Paragraph 1. Basic Craft Jurisdiction. The Cement Mason shall have jurisdiction over all classifications, including foremen, who perform the following work without limitation:

(B) add previous concrete surfaces

(E) The curing of finished concrete, previous concrete and grouting, wherever necessary, etc

(F) Add shotblasting

All polishing and grinding of all concrete surfaces, new or existing, regardless of the process used including but not limited to the Retro Plate floor system, and all work within their jurisdiction related to concrete restoration work, and all poured in place rubber mats.

Any and all floor preparation for repair work which requires screeding, leveling, floating or trowelling, including all moisture mitigation work regardless of the material used.

Paragraph 2. Forms, Grade and Roadwork. Cement Masons will be responsible for the following:

Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in concrete construction including but not limited to what is known as green or sustainable construction technology.

Paragraph 5. New Equipment, Procedure or Technology. Whenever a Paving Machine, Concrete Spreading Machine, Mechanical Straight Edge, Multiple Troweling Machine, Laser Screed, or similar type machines or any other new equipment, procedure or technology is to be used on any type of work covered by this Agreement, which in the opinion of the Union could adversely affect the job security of employees covered by this Agreement, a pre-job conference will be held between the Employer or his representative, and the Business Representatives of the Union and an officer member of the Marba Craft Committee for Cement Masons or the Concrete Contractors Association, or all, on each specific job.

Further, each specific pre-job conference shall reach a mutual understanding and agreement for each specific job. If the Employer's plan to utilize such new equipment or procedure or technology is not formulated until after the commencement of the job, such equipment, procedure or technology may not be used until the parties meet and resolve the issue as provided above.

Further, all such machines shall be operated under the supervision of a Cement Mason, with the exception of the Multiple Troweling Machine, Mechanical Straight Edge, and Laser Screed, which shall be both, operated and supervised by the Cement Mason.

After discussion and input from Cement Mason Contractors using the Laser Screed, the Union has agreed to the following requirements for the number of Cement Masons to be employed on all jobs using the Laser Screed to ensure quality of product and to achieve uniform application throughout the geographic area set forth in this agreement.

- (a) One Cement Mason shall be employed for each 1,000 square feet of floor up to 10,000 square feet (or 10 Cement Masons)
- (b) After 10,000 square feet in a single pour, one Cement Mason shall be employed for each additional 1,500 square feet for the next 6,000 square feet (or 4 Cement Masons.)
- (c) After 16,000 square feet in a single pour, one Cement Mason shall be employed for each additional 2,000 square feet to be poured.

Further a minimum of three (3) Cement Masons shall be employed when a Curb Machine is being used. This provision may be altered as the job dictates after discussion by the Employer and the Union.

The foregoing shall be strictly enforced and adhered to.

SECTION 11 OTHER BENEFITS

Paragraph 11 Cement Masons LMCC. Effective June 1, 2010 the Parties agree to establish a Labor Management Cooperation Trust Fund. The purpose of this Fund is to improve labor management relations, job security, and organizational effectiveness of the Concrete Finishing Industry in such areas as the Union has or acquires geographic jurisdiction.

SECTION 2
HOURS, OVERTIME, PREMIUMS
And General Conditions of Employment

Paragraph 1. Normal Work Day. When one shift is used, eight (8) hours per day, between 8:00 a.m. and 12:00 NOON, and from 12:30 p.m. and 4:30 p.m., it shall constitute the normal workday. At the Contractors option the normal workday may be changed to eight hours between 7:00 a.m. and 11:00 a.m. and from 11:30 a.m. and 3:30 p.m.

Where work is required to start before 7:00 a.m. on a regular working day, the Contractor is responsible to inform the Cement Mason and the contractor or the Cement Mason shall obtain clearance from the Union of any change in the starting time prior to 3:00 pm the day before such change is to be effective. It is agreed by the Employer that when Cement Masons are required for a specific hour their time starts when the concrete pour starts. (This rule pertains to early starts before 7:00 a.m.). It is also agreed that if the Employer orders extra Cement Masons after the pour starts the Cement Masons should be paid from the starting time of the other Cement Masons on the job.

Paragraph 2. Premium Work Days. In order for any work to be performed by a Cement Mason in this jurisdiction on a Saturday, Sunday or holiday, it shall be the duty of same to obtain, before starting time, a written permit, signed by the Business Manager, or whomsoever he may designate, by proxy, or otherwise, to affix his signature for the written permission to work.

Paragraph 3. Work During Lunch Periods. When it is necessary to work any Cement Mason past the lunch time of 11:00 a.m. or 12:00 noon depending on the corresponding start time. All Cement Masons on each specific concrete placement shall be paid at the rate of Double Time for that lunch hour, and shall at a later time, when the work permits, be allowed a lunch period without a loss of time.

Paragraph 4. Overtime. When one shift is used, double the employee's straight time hourly rate, including any applicable premiums, and pay for all hours worked:

- (a) Before 8:00 a.m. on a normal workday. Before 7:00 a.m. at the Contractors option.
- (b) After 4:30 p.m. on a normal workday. After 3:30p.m. with corresponding 7:00 a.m. start
- (c) Saturday work will be paid at time and one-half the straight time hourly rate.
- (d) Sunday work will be paid at double the employee's hourly rate.
- (e) On New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

NOTE: No work shall be performed on these days except to protect life and property, and in the event it becomes necessary to work, the Contractor or the Cement Mason shall call the Union to obtain permission.

- (f) During lunch periods as provided in Paragraph 1 above, and as otherwise provided herein.
- (g) On Slip Form shift work, as set forth in Section 4 hereof, employees shall be paid double time for the last four (4) hours of the twelve (12) hour shift.
- (h) For all hours in connection with such Slip Form shift work performed on Saturdays, Sundays or New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, and as otherwise provided herein and as defined in Section 4 of this agreement.
- (i) Further, when conditions not covered by this provision exist, the Union and the Employer shall negotiate to expedite the resolution of said conditions.

Paragraph 5. Miscellaneous Overtime Provision. Overtime shall be continuous with no deduction for time off taken for lunch periods. After 4:30 p.m., employees shall be permitted a lunch period in sequence, as the work permits, at the first available opportunity without loss of time.

Paragraph 6. Emergency Job Conditions. In the event abnormal job conditions exist and there is continuous placement of concrete on highways, expressways, toll ways, then shift work shall be allowed on a straight time basis excluding Saturdays, Sundays, and Holidays, beginning with the first shift from 8:00 a.m. until 4:30 p.m., the second shift from 4:30 p.m. to 12:30 a.m. and the third shift from 12:30 a.m. to 8:00 a.m., and any Cement Mason actually put to work on a shift shall receive at least eight (8) hours pay. The employer shall be required to give notice to the Union forty-eight (48) hours in advance in order for the Union and the Employer to meet the requirements of this said provision. These times may be changed, at the Contractors option to reflect a 7:00 a.m. start time.

Paragraph 7. Reporting for work. When Cement Masons are regularly employed and report for work or when Cement Masons are hired and bring their tools on the job and not placed to work, they shall receive two (2) hours pay, (unless notified two (2) hours before starting by the Foreman or Union not to show up for work).

After starting, Cement Masons shall not receive less than a full day's wages. If Cement Masons are told to wait and are not put to work, they shall receive a minimum of two (2) hours waiting time. Once two (2) hours have passed and Cement Masons have not been sent home they shall receive not less than a full day's wages.

APPRENTICE RATES WILL BE AS FOLLOWS:

1 st year	50% of Journeyman Scale	1 st 6 months	Welfare Only plus Working Dues
	60% of Journeyman Scale	2 nd 6 months	
2 nd year	70% of Journeyman Scale	1 st 6 months	Welfare, Working Dues and \$1.00 Pension
	80% of Journeyman Scale	2 nd 6 months	
3 rd year	90% of Journeyman Scale		Full Benefit Package

SIDE LETTER

PARTIES AGREE TO A COMMITTEE OF THE TRUSTEES
TO RESEARCH DEFINED CONTRIBUTION PENSION PLANS.

PW, AS,

10/11/16
M.R.N.

The increase in the total economic package will be as follows. The amounts are to be allocated solely to the fringe benefit package.

June 1, 2010 through May 31, 2011 \$1.50 per hour

~~\$1.00 Payable June 1, 2010 the additional \$.50 payable December 1, 2010.~~

\$1.50 PAYABLE AUGUST 1, 2010
\$1.65 PAYABLE JUNE 1, 2011
\$1.75 PAYABLE JUNE 1, 2012

THE FIRST TWO YEARS OF ALLOCATION WILL BE DIRECTED TO FRINGE BENEFITS ONLY. THE THIRD YEAR WILL BE ALLOCATED AT THE SOLE DISCRETION OF THE UNION.

SECTION 21.
Approvals

IN WITNESS WHEREOF, and in consideration of the mutual promises of the parties hereto, and other good and valuable consideration, the parties have hereunto affixed their signatures this 12th day of July, 2010.

LOCAL UNION 11, 502 and 803
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION AFL-CIO

BY: *Archie...*
Authorized Representative

EMPLOYER: MID-AMERICA REGIONAL BARGAINING ASSOCIATION

BY: *Patrick Williams*
Authorized Representative

CEMENT MASONS' UNION LOCAL NO. 502

"Unified Strength Since 1914"

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

739 SOUTH 25th AVENUE, BELLWOOD, ILLINOIS 60104
PHONE: 708-544-9100 FAX: 708-544-0232

July 23, 2010

TO ALL EMPLOYERS OF CEMENT MASONS' UNION LOCAL NO. 502

This will officially serve to inform you that on August 1, 2010 a \$1.50 increase will be effective in accordance with our Three Year Contract Agreement. At a Special Meeting of the membership the members voted to allocate \$1.50 in the category of FRINGES.

In the category of FRINGES, the members voted to allocate an additional \$0.25 to the PENSION and \$1.25 to the WELFARE. WORKING DUES will remain at 3% of the total package, as part of WAGES. The rates effective August 1, 2010 to May 31, 2011 are as follows:

<u>WAGES</u>		<u>PAYROLL DEDUCTIONS</u>	
<u>JOURNEYMAN</u>	<u>*FOREMAN</u>	<u>SAVINGS FUND</u>	<u>**WORKING DUES</u>
<u>\$41.85</u>	<u>\$43.85</u>	<u>\$5.00</u>	<u>\$1.86</u>
 <u>FRINGES</u> 			
<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>APPRENTICE FUND</u>	
<u>\$9.85</u>	<u>\$10.06</u>	<u>\$.22</u>	
 <u>INDUSTRY ADVANCEMENT</u>	 <u>CHICAGOLAND CONST.</u>	 <u>CONST. INDUSTRY</u>	 <u>LABOR MANAGEMENT</u>
<u>FUND</u>	<u>SAFETY COUNCIL</u>	<u>SERVICE CORP.</u>	<u>COOPERATION COMMITTEE</u>
<u>\$.06</u>	<u>\$.01</u>	<u>\$.01</u>	<u>\$.05</u>
 <u>TOTAL PACKAGE</u> 			
<u>62.11</u>			

***NOTE:** In accordance with Section 7, Paragraph 3 of the current agreement.

****NOTE:** Working dues will now be deducted at \$1.86 per WORK hour with no adjustment for OVER TIME or DOUBLE TIME.

Please be advised that the SAVINGS FUND AND WORKING DUES are part of the Cement Masons' WAGES and are DEDUCTED after F.I.C.A., WITHHOLDING TAX, AND STATE TAX are withheld. Therefore, you will deduct \$6.86 for straight time hours and \$11.86 per hour for double time hours from the category of WAGES.

OVER

Rate of pay for work performed on SATURDAY shall be at time and one half (1-1/2). Therefore, SAVINGS FUND AND WORKING DUES deducted for work performed on SATURDAYS will be deducted at the rate of \$9.36 per hour for all hours worked on Saturdays. Permission to work on Saturday, Sunday, and Holidays must be obtained from the Union Hall. At the Contractor's option the workday is from 7:00 A.M. to 11:00 A.M. and from 11:30 A.M. to 3:30 P.M. OR 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M

APPRENTICE RATES ARE AS FOLLOWS:

NEW APPRENTICES HIRED AFTER AUGUST 1, 2010:

		<u>Fringes</u>
1 st Year Apprentice	1 st 6 months \$20.93 per hour	Welfare Only plus Working Dues, No Svgs
	2 nd 6 months \$25.11 per hour	Welfare Only plus Working Dues, No Svgs
2 nd Year Apprentice	1 st 6 months \$29.30 per hour	Welfare, Wkg Dues, Svgs & \$1.00 Pension
	2 nd 6 months \$33.48 per hour	Welfare, Wkg Dues, Svgs & \$1.00 Pension
3 rd Year Apprentice	\$37.67 per hour	Full Benefit Package

EXISTING APPRENTICES PRIOR TO AUGUST 1, 2010:

1st Year Apprentice	- \$ 29.30 per hour	(Full Benefit Package)
2nd Year Apprentice	- \$ 33.48 per hour	(Full Benefit Package)
3rd Year Apprentice	- \$ 37.67 per hour	(Full Benefit Package)

We urge all Employers to bring an Apprentice into the Union through your Company.

Report forms will be mailed to all active contractors as has been done in the past. If you have been inactive and require report forms, please call 708-544-9100 Ext. 21.

IMPORTANT NOTICE TO ALL CONTRACTORS

Section 11, Paragraph 1 (a) of Current Agreement

For the purposes of reciprocity within the Northern Illinois District Council of the Operative Plasters' and Cement Masons' International Association consisting of Local Unions Nos. 502, 5, 803, and the areas 161, 362, 638, of the International Local No. 11, there shall be a home local or area for each member.

The term "home local union" is defined as the local union or area in which an individual is a member in good standing or is dispatched from.

All authorized check-off, working dues, fringe benefits, training and savings funds shall be paid to the person's home local union in the same manner and in the same amounts as if the hours of work had been performed within the jurisdiction of the Cement Masons Home Local regardless of where the work was actually performed.

Section 6, Paragraph 4: New Equipment. Whenever a paving machine, concrete spreading machine, mechanical straight edge, multiple trowelling machine, or similar type machine or any other new equipment or procedure is to be used on any type of work covered by this Agreement, which in the opinion of the Union could adversely affect the job security of employees covered by this Agreement, a prejob conference will be held. (This includes the Laser Screed.)

Sincerely yours,

Donald W. Moss, Sr.

Donald W. Moss, Sr.
President

Russel S. Simoncelli

Russel S. Simoncelli
Secretary-Treasurer

Cement Masons Local No. 803

OF THE O.P. AND C.M.I.A.

240 W. ST. CHARLES RD. • VILLA PARK, IL 60181

Telephone: (630) 941-9458



July 16, 2010

Dear Contractor,

We recently completed negotiations with the Concrete Contractors Association of Greater Chicago, the Mid America Regional Bargaining Association, and the Contractors Association Will and Grundy Counties on a New three (3) year Agreement. This Agreement will be in effect from August 1st, 2010 through May 31st, 2013.

PLEASE REVIEW: There have been some Major changes to the Agreement. These include Start Time, Pay on Separation, Curb Machine Manning Requirements, and New Apprentice Rates. (changes are enclosed)
The New Wage and Fringe Benefit allocations vary per Local (see attached addendum) for Local 803 rates.

The Economic Package is as follows.

1st year \$1.50 Fringe Benefits Only Due August 1, 2010 NO increase due for June & July 2010

2nd year \$1.65 Fringe Benefits Only

3rd year \$1.75 Allocated at sole discretion of Union

MARBA Contractors please note \$.05 per hour has been designated to the Labor/Management Cooperation Committee (LMCC) to be deducted from the Employee's check.

If you have any questions please feel free to call our office at 630.941.9458.

Sincerely,

Michael R Derrico

Business Manager

Cement Masons Local 803

DuPage County Cement Masons Local No. 803

240 West St. Charles Road • Villa Park, IL 60181 • Telephone 630 /530-7051

This letter is to inform you that the Cement Masons Union Local #803 of DuPage County Illinois, at a special meeting held Wednesday, July 15, 2010 allocated the \$1.50 increase effective August 1st, 2010 through May 31st, 2011 was as follows:

\$.50 per hour to the Pension Fund

\$ 1.00 per hour to the Welfare Fund

**JOURNEYMAN'S WAGES WILL REMAIN AT \$38.00 PER HOUR (TOTAL PACKAGE \$62.15)
FOREMAN'S WAGE ARE \$2.00 PER HOUR ABOVE THE HIGHEST JOURNEYMAN RATE.**

APPRENTICE RATES WILL BE AS FOLLOWS:

1 st year	1 st 6 months 50% Journeyman Scale (\$19.00 per hour + Work Dues +Welfare only)	\$29.56 Total Package
	2 nd 6 months 60% Journeyman Scale (\$22.80per hour + Work Dues +Welfare only)	\$33.36 Total Package
2 nd year	1 st 6 months 70% Journeyman Scale (\$26.60per hour + Work Dues + Welfare + \$1.00 per hour Pension)	\$38.16 Total Package
	2 nd 6 months 80% Journeyman Scale (\$30.40 per hour + Work Dues +Welfare + \$1.00 per hour Pension)	\$41.96 Total Package
3 rd year	80% of Journeyman Scale(\$34.20 per hour includes \$3.00 Vacation/Savings Fund+ Full Benefit Package)	\$58.35 Total Package

BENEFITS WILL BE PAID AT THE FOLLOWING RATES:

Welfare Fund	\$8.70 per hour
Pension Fund	\$11.45 per hour
Tax Deferred Savings Fund	\$3.50 per hour (Straight time hours)
	\$5.25 per hour (Saturday hours only)
	\$7.00 per hour (All double time hours)
Apprentice Fund	\$0.38 per hour
Industry Advancement Fund	\$0.06 per hour
Chicagoland Safety Council	\$0.01 per hour
LMCC	\$0.05 per hour

TOTAL FRINGE BENEFITS:

\$24.15 per hour (Straight time hours)
\$25.90 per hour (Saturday hours only)
\$27.65 per hour (All double time hours)

PAYCHECK DEDUCTIONS

<u>Vacation/Savings Fund</u>	\$3.00 per hour (Straight time hours)
	\$4.50 per hour (Saturday hours only)
	\$6.00 per hour (All double time hours)
<u>Working Dues</u>	\$1.86 per hour (on all hours worked)



Michael R. Derrico, Business Manager

APPRENTICE RATES WILL BE AS FOLLOWS:

1 st year	50% of Journeyman Scale	1 st 6 months	Welfare Only plus Working Dues
	60% of Journeyman Scale	2 nd 6 months	
2 nd year	70% of Journeyman Scale	1 st 6 months	Welfare, Working Dues and \$1.00 Pension
	80% of Journeyman Scale	2 nd 6 months	
3 rd year	90% of Journeyman Scale		Full Benefit Package

Operative Plasterers' & Cement Masons' International Association

Local No. 11 - Northern Illinois

28874 Rand Rd., Unit B • Lakemoor, IL 60051 • Phone 815-363-6933 • Fax 815-363-6934

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IMPORTANT NOTICE

CEMENT FINISHERS LOCAL 11 AREA 638

TERRITORIAL JURISDICTION: ALL OF KANE, KENDALL, DEKALB & MCHENRY COUNTIES

EFFECTIVE: AUGUST 1, 2010		EXPIRATION: MAY 31, 2011					
<u>CEMENT FINISHERS</u>	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>IAF</u>	<u>APPR.</u>	<u>TAX DEF.</u>	<u>LABOR</u>
8/1/2010							<u>MGT</u>
INCREASE:		\$0.85	\$0.65				\$ 1.50
TOTALS:	\$41.55	\$8.75	\$6.06	\$.08	\$.15	\$5.40*	\$0.05 \$62.04

After tax Deductions:

Local Dues Check-off	\$1.70	Foreman: \$2.00 per hour
International Dues Check-off	\$0.62	
SAV/VAC (new deduction)	\$4.00***	

- * Effective August 1, 2010, the rate of contribution for the Tax Deferred Income Fund will be \$5.40 for straight time hours worked, \$8.10 for all hours worked at time and one half, and \$10.80 for all hours worked at double time.
- *** Effective for all hours worked after August 1, 2010 a vacation fund has been approved by members of Local 11, Area 638. This is an "after tax" deduction from members payroll check. Contractors are to deduct \$4.00 an hour for straight time hours (\$6.00 for hours worked at time and one half and \$8.00 per hour for doubletime hours) to be submitted to our administrator along with the normal pension and welfare benefits
- ** Send all Dues check-off amounts to Local 11 28874 Rand Rd., Unit B Lakemoor, IL 60051 on forms provided
- ** Send the remaining Welfare, Pension, Apprentice, Tax deferred Income Fund, IAF, and SAV/VAC Fund to the Fox Valley and Vicinity Construction Workers Welfare & Pension Funds, 75 Remittance Dr., Suite 3163, Chicago, IL 60675-3163.
- ** A payment bond article has been added to the contract.

Apprentice rates: First year 70%, Second Year 80%, Third Year 90%. All fringe benefit amounts the same.

Local working dues deducted	\$1.70	\$1.70	\$1.70
International working dues	\$0.50	\$0.54	\$0.58

REMINDER: ARTICLE VI, Section 3 reads: When an employee is laid off he shall be paid in full, When pay is mailed the postmark shall be within 24 hours of the layoff date, excluding Saturday, Sunday, and Holidays.

Operative Plasterers' & Cement Masons' International Association

Local No. 11 - Northern Illinois

28874 Rand Rd., Unit B * Lakemoor, IL 60051 * Phone 815-363-6933 * Fax 815-363-6934



Area 151
100 Republic Ave.
Joliet, IL 60435
815-725-9487

August 1, 2010

Effective August 1, 2010 thru May 31, 2011, the following wage package will be in effect in accordance with the 1st year of a 3 year agreement.

Journeyman's wages will be \$41.00 per hour, with \$1.70 per hour to be deducted from the hourly rate for local working dues and \$0.62 per hour to be deducted from the hourly rate for International Working Dues. Working Dues deductions will be for both straight and overtime hours worked and sent directly to OP & CMIA Local 11, 28874 Rand Rd., Unit B, Lakemoor, IL 60051 on forms provided.

The benefits with the changes will be as follows:

Welfare Fund	\$8.75 per hour	Foreman rate: \$2.00 per hour
Pension Fund	\$5.65 per hour	
Tax Deferred Income Fund	\$6.48 per hour	
Apprenticeship Fund	\$0.15 per hour	
Industry Fund	\$0.08 per hour	
Three Rivers Alliance	\$0.02 per hour	
Labor Management Committee (LMCC)	\$0.05 per hour	
TOTAL FRINGE BENEFITS	\$21.18 per hour	
Total Package Journeyman	\$62.18 per hour	

Apprentice rates are as follows:

First year	70% of journeyman wage + \$1.70 Local Working Dues + \$0.50 International Working Dues
Second year	80% of journeyman wage + \$1.70 Local Working Dues + \$0.54 International Working Dues
Third year	90% of journeyman wage + \$1.70 Local Working Dues + \$0.58 International Working Dues
	(All other fringe amounts the same)

* Overtime rates are as follows: Double the regular rate of pay during the week (Monday through Friday) and time and one half the regular rate of pay on Saturdays

* Effective August 1, 2010, the rate of contribution for the Tax Deferred Income Fund will be \$6.48 for straight time hours worked, \$9.72 for all hours worked at time and one half, and \$12.96 for all hours worked at double time.

Payday will be each week. Checks will be distributed to Masons on the job before 4:30 p.m. If the job is canceled, the employer shall deliver the payroll checks to the Union office between the hours of 8:00 am and 2:00 pm. Cement Masons shall be paid when laid off. Exception shall be jobs that involve overtime on the last day or a one day job; overtime pay shall be mailed within one (1) working day.

Operative Plasterers' & Cement Masons' International Association Local No. 11 - Northern Illinois

28874 Rand Rd., Unit B • Lakemoor, IL 60051 • Phone 815-363-6933 • Fax 815-363-6934

1150

August 1, 2010

Please be advised that there will be an adjustment to the wage package for the CEMENT MASONS LOCAL 11, AREA 362(Lake County) effective August 1, 2010, extending through May 31, 2011.

The new wages and fringe benefit amounts are as follows: Foreman rate: + \$2.00 per hour

Wages	\$ 40.30 per hour	
Health & Welfare Fund	\$ 9.75 per hour	Fox Valley Welfare Fund
Pension	\$ 7.73 per hour	Lake County Fringe Benefits Fund
Tax Deferred Income Fund	\$ 4.00 per hour*	Lake County Fringe Benefits Fund
Apprentice Fund	\$ 0.15 per hour	Lake County Fringe Benefits Fund
Industry Advancement Fund	\$ 0.08 per hour	Lake County Fringe Benefits Fund
Labor Management Committee(LMCC)	\$ 0.05 per hour	Lake County Fringe Benefits Fund
TOTAL PACKAGE	\$ 62.06 per hour	
TOTAL FRINGES	\$ 21.76 per hour	

After tax deductions:

International Working Dues Deducted	\$ 0.62 per hour
Local Working Dues Deducted	\$ 1.70 per hour
SAVVAC (new deduction)	\$ 3.50 per hour**

*Effective August 1, 2010, the rate of contribution for the Tax-Deferred Income Fund will be \$4.00 for straight time hours worked, \$6.00 for all hours worked at time and one half, and \$8.00 for all hours worked at double time.

** Effective for all hours worked after August 1, 2010 a vacation fund has been approved by members of Local 11, Area 362. This is an "after tax" deduction from members payroll check. Contractors are to deduct \$3.50 an hour for straight time hours (\$5.25 for hours worked at time and one half and \$7.00 per hour for doubletime hours) to be submitted to our administrator along with the normal pension and welfare benefits.

Apprentice rates:	First year 70%, Second year 80%, Third year 90%, All fringe benefit amounts the same.		
Local Working Dues	\$1.70	\$1.70	\$1.70
International Working Dues	\$0.50	\$0.54	\$0.58

Make Local and International Working Dues payable to and mail to: OP&CMA Local 11, 28874 Rand Rd., Unit B, Lakemoor, IL 60051

Make Health and Welfare payments to the: Fox Valley and Vicinity Construction Workers Welfare Funds,
75 Remittance Drive, Suite 3163
Chicago, IL 60675-3163

Make all other Benefits payable to the: Lake County Fringe Benefits Funds
P.O. Box 92871
Chicago, IL 60675