

# TABLE AGREEMENT BETWEEN OPCMIA AND MITA SETTLED ON THURSDAY, MARCH 25, 2021 (10:20AM)

ALL CHANGES/UPDATES THAT ARE LISTED BELOW ARE IN **BOLD**.

## **Article II – Recognition – Union Shop and Dues**

Keep current language but add the following to make a new section (g):

**(g) The parties understand that the Sections (c) and (e) of this Article are currently unenforceable under the current laws of the State of Michigan. If these sections should become enforceable under Michigan law, then Sections (c) and (e) of this Article will be given immediate effect.**

## **Article VIII Sect. (b) - Wage Rates**

**June 1, 2021 - \$2.00 Increase**

**June 1, 2022 - \$1.00 Increase**

**June 1, 2023 - \$1.00 Increase**

**June 1, 2024, - \$1.00 Increase**

**June 1, 2025 - \$1.00 Increase**

## **Article VIII Sect. (b) - Wage Rates – Apprenticeship Rates**

Update Apprenticeship rates to reflect:

**Apprentice – First Year (1<sup>st</sup>) – 70% of Journeyman’s Base Rate**

**Apprentice – Second Year (2<sup>nd</sup>) – 80% of Journeyman’s Base Rate**

**Apprentice – Third Year (3<sup>rd</sup>) – 90% of Journeyman’s Base Rate**

- All Apprentice Fringe Benefits shall be paid at the same fringe hourly rate as Journeyman

## **Article VIII Section (f) – Pay Provisions**

Change Section (f) to reflect:

All wages shall be paid to the employees at least once a week on the job site or by such alternative arrangements as may be made between the employee and the Contractor. The weekly payday established by the Contractor for a particular job site shall remain the same for the life of the job. Employees shall be paid in United States currency or check drawn, **automatic deposit or bank payment card** on a Michigan bank. The Contractor agrees that payroll checks will be on the job site no later than two (2) hours after the start of the shift on pay day so that employees may receive their checks before leaving the job site when they are not required to work; provided, however, mutually agreed to arrangements for obtaining payroll checks may be made between an employee and the Contractor. If the regular payday falls on a holiday, the employees will be paid the day before the holiday.

## **Article – VIII – Section (i) - Leadman**

Change Section (i) to read:

Whenever five (5) or more Cement Masons are working for a Contractor on a job site, the Contractor shall designate one of such workmen (who shall be a journeyman Cement Mason) to act as Leadman. When working as a Leadman, the workman shall receive **one dollar and fifty cents (\$1.50)** per hour above the Cement Mason rate. A Leadman shall perform the work of a journeyman Cement Mason.

## **Article XI – Apprenticeship Fund**

Add a new Section (c):

**(c) The Employer agrees to contribute \$ .06 for each hour worked under this agreement, to the OPCMIA International Training Fund (ITF).**

## **Article XIII Section (a) – Overtime**

Change Section (a) to reflect:

**When a single shift is worked, ten (10) hours of continuous employment, except for a one-half (1/2) hour unpaid lunch period, shall constitute a day's work, beginning on Monday through Saturday of each week. Where work is performed in excess of ten (10) hours on any of those days, or in excess of 40 hours Monday through Saturday, time and one-half (1 1/2) the base wages shall be paid.**

## **Article XIII Section (c) - Sundays and Holidays**

Change Section (c) to reflect:

**When any worker is scheduled to report for work on any day, he/she shall be paid at least two (2) hours pay if he/she is not put to work on that day, unless he/she is prevented from working on account of bad weather. During such two (2) hours the worker shall perform any work assigned by the Contractor.**

## **Article XXIII – Termination**

**FIVE-YEAR AGREEMENT (JUNE 1, 2021 THROUGH MAY 31, 2026)**

**Update all dates, names and contact information throughout the contract, including the following:**

### **Local 514**

Business Manager - Henry Williams	cell: (313) 215-5063
Representative, Keino Walker - Lansing area and west	cell: (269) 207-0149
Representative, Mike Stanfield - Flint area and north	cell: (517) 719-2316
Representative, Juan Hernandez - MITA road work	cell: (313) 215-5808

### **Local 886**

**Business Manager – Kenneth Vierling**

OPCMIA International Representative

Joseph P. Ciacchi  
3460 Bislett Court  
Delaware, Ohio 43015  
Phone 740-590-9827  
Email jciacchi@opcmia.org

Agreed to by:

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Joseph P. Ciacchi, OPCMIA International Rep

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Date

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Michael A. Nystrom, MITA Executive VP

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Date