

AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

**OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION**

FOR

**LOCAL #143, (CHAMPAIGN)
Local #18, AREA #152 (DECATUR)**

COVERING HIGHWAY/HEAVY CONSTRUCTION

IN

**DISTRICT #3
ALL OF FORD AND THE SOUTHERN PORTION OF DEWITT COUNTIES**

**DISTRICT #5
ALL OF CHAMPAIGN, DOUGLAS, EDGAR,
PIATT AND VERMILION COUNTIES**

**DISTRICT #7
ALL OF CLARK, COLES, CUMBERLAND, MACON,
MOULTRIE and SHELBY COUNTIES**

Effective: May 1, 2016

Expires: April 30, 2019

INDEX

AGREEMENT	3
WITNESSETH	3
ARTICLE 1 – EMPLOYING CEMENT MASONS.....	3
ARTICLE 2 – MOVEMENT OF EMPLOYEES.....	4
ARTICLE 3 – CRAFT JURISDICTION.....	4
ARTICLE 4 – TOOLS.....	5
ARTICLE 5 – WORKING HOURS.....	5
ARTICLE 6 – HOLIDAYS.....	6
ARTICLE 7 – CEMENT MASON FOREMAN.....	7
ARTICLE 8 – REPORTING.....	7
ARTICLE 9 – SPHERE OF PROJECT.....	8
ARTICLE 10 – APPRENTICES.....	8
ARTICLE 11 – RECOGNIZED EMPLOYERS.....	8
ARTICLE 12 – PRE-JOB CONFERENCE.....	8
ARTICLE 13 – PAYMENT OF WAGES.....	9
ARTICLE 14 – DUES CHECK-OFF AND BONDING.....	9
ARTICLE 15 – WAGES, CONTRIBUTIONS, DEDUCTIONS AND PREMIUMS.....	9
ARTICLE 16 – INDUSTRY ADVANCEMENT FUND (IAF).....	10
ARTICLE 17 – INTERNATIONAL JATC FUND.....	11
ARTICLE 18 – MARKET RECOVERY.....	11
ARTICLE 19 – SAVINGS CLAUSE.....	12
ARTICLE 20 – GENERAL CONDITIONS.....	12
ARTICLE 21 – SAFETY.....	12
ARTICLE 22 – ALCOHOL AND NON-PRESCRIPTION DRUGS.....	13
ARTICLE 23 – COMPLETENESS OF AGREEMENT.....	14
ARTICLE 24 – SUBCONTRACTING.....	15
ARTICLE 25 – BUSINESS REPRESENTATIVE AND STEWARDS.....	15
ARTICLE 26 – PERIOD OF AGREEMENT.....	16
ADDENDUM A	17

AGREEMENT

This Agreement made and entered into this 1st day of May 2016, between the Associated General Contractors of Illinois, for and on behalf of contractors who have so authorized it, and the Operative Plasterers' and Cement Masons' International, and the following Local Unions: Local #18, Area #152, Bloomington, Illinois and Local #143, Champaign, Illinois, who have been recognized as the unit with bargaining rights for journeymen and apprentice cement masons in the following counties in Highway District #3: Ford and parts of Dewitt, #5: Champaign, Douglas, Edgar, Piatt and Vermilion, #7: Clark, Coles, Cumberland, Macon, Moultrie and Shelby. NOTE: Old Local #103, Decatur, has been merged into Local #18, Area #152.

WITNESSETH

THAT, WHEREAS, it is believed to be of mutual advantage that a workable agreement shall exist between and among the contractors, and the Union, and the International, in the employment of Plasterers and Cement Masons on highway and heavy construction projects;

AND, WHEREAS, it is believed that such an agreement will eliminate disputes and work stoppages due to misunderstandings of jurisdictional awards and proper recognition of craft practices;

AND, WHEREAS, the parties hereto expressly eliminate work commonly known as *building construction*, herein defined as all work inside the recognized property line. Sidewalks and steps that are not installed with the paving do not come under this agreement and are recognized as building construction;

AND, WHEREAS, it is desired to establish a uniform wage and uniform working conditions;

It is therefore understood and agreed between the parties hereto as follows:

ARTICLE 1 EMPLOYING CEMENT MASONS

The Employer shall secure and employ Cement Masons under the following terms and conditions of employment: Journeymen and Apprentices of Cement Masons who are now employees of the Employers who are signers of this Agreement and who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. As a condition of employment during the term of this Agreement, new employees shall be required to become and remain members of the Union from and after the seventh day following the dates of their employment.

If there is no Cement Mason Foreman on a project, the employer shall contact the business agent not less than eighteen (18) hours before the Cement Mason is to report to the project.

The seven day requirement as described above means seven working days accumulated with one or more contractors signatory to this Agreement, or who may hereafter become signatory to this Agreement.

It is further agreed that in the event any employee employed under the terms and conditions of the Agreement does not comply with the above section, the party of the second part shall notify the employer in writing requiring discharge of said employee.

It is understood and agreed that the direction of the working forces and the right to hire, discharge for just cause, suspend, transfer, lay-off, promote, demote, or relieve employees of their duty shall be vested exclusively in the employer.

The employer shall have the right to determine the number of cement masons any certain operation or portion of work shall require.

ARTICLE 2 MOVEMENT OF EMPLOYEES

Signatory contractors shall be free to move employees represented by the Operative Plasterers' and Cement Masons' International Association from and to any construction project under the territorial jurisdiction of this Agreement as well as up to fifty percent (50%) of employees when moving from the jurisdictional area from one Local to another Local within the State of Illinois.

ARTICLE 3 CRAFT JURISDICTION

The Cement Masons shall have exclusive jurisdiction over all finishing in back of machine such as rodding of all concrete with longitudinal floats and the finishing of all concrete surfaces whereby float, trowel, broom, or any other methods not herein mentioned to bring concrete to a uniform surface.

Cement Masons shall do rubbing of concrete surfaces on bridges, viaducts, underpasses, tunnels, and highways where uniform surfaces are required whether done by hand or machine. All pointing and patching, and setting of forms for sidewalks, curb and gutter, and slope walls shall be recognized as the work of the Cement Masons.

Cement Masons shall do the following work: foremanship over all concrete construction, all concrete and composition work such as bridges, curbs and gutters, sidewalks, streets and roads, mass or reinforced concrete slabs and all flat surfaces of cement. The rodding and finishing of same, whether done by float, trowel, machine or any other process. The finishing or washing of all concrete construction, using any color pigment when mixed with cement whether done by brush, broom, trowel, float or any other process. The striking off, floating, and finishing of all walls, piers, and footings. The setting of strips, screeds, stakes, grade stakes and curb forms. The setting of all string line including but not limited to sensor line for slip form curb and gutter machines and slip form paving machines. The setting of top form of split forms (as in conjunction with wire mesh reinforcing and rebar), where form is used as a bulk head or to establish grade. The setting of all expansion joints in sidewalks, driveways, curb and gutter, paving and other flat surfaces of concrete. Caulking of all expansion and control joints with polyurethane and/or urethane sealants. All preparation, processing, and finishing of pervious concrete and polishing concrete, all

preparation work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., the patching, brushing, chipping, and bush-hammering, rubbing or grinding if done by machine or Carborundum stone of all concrete construction. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironited plasteweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to. The Cement Masons shall operate all vibrating screeds or strike off that which is motor driven for the purpose of bringing concrete slab to grade and ready for finishing. Cement Masons shall operate floating machines and troweling machines that are being used on sidewalk or any other flat surface where material is being placed and finished.

It is further agreed that the employer will assign to the Cement Masons such work tasks for which it has been given jurisdiction as determined by the last prior decisions or agreements, if any, as approved by the National Building and Construction Trades Department of the AFL-CIO.

The above job classifications are in no way listed to limit Cement Masons work.

**ARTICLE 4
TOOLS**

1. Cement Masons agree to furnish their own small hand tools, such as float , rubber boots, and trowel, and the contractor agrees to furnish large tools and any special edgers required, also rubbing stones with handles, rubber floats, brushes and cork floats.
2. In order to avoid redoing completed rubbing and finish work, the Employer shall instruct the Cement Mason or Cement Mason Foreman as to the fit and finish and proper application of new or old material or equipment desired by the Employer, prior to starting the work. The Cement Mason(s) shall complete the work as instructed.
3. Fresh cold water in clean and sanitary drinking utensils shall be furnished by the Employer to all Cement Masons on the general working area within one (1) hour of starting time.
4. The use of Troweling Machines pays \$1.00 over basic scale, and the use of Riding Machines pays \$2.00 over basic scale.

**ARTICLE 5
WORKING HOURS**

Eight Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of seven (7:00) a.m. and five (5:00) p.m., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Agreements may be made between the Employer and Business Manager of the local in whose jurisdiction the work is being performed regarding the starting and quitting time. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted,

shall be paid at the rate of one and one-half (1½) times the basic rate of pay.

When employees are required to work after 6:30 p.m., they must have reasonable time to eat supper at no loss of time to the employee, and if employees do not have time to eat supper, they shall receive one-half (½) times the basic rate of pay.

Double time shall be paid for work on Sundays and legal holidays.

The cement masons crew time shall start when the mixer starts providing he has reported on the job.

Ten Hour Day Schedule. Where not prohibited by law, and upon forty-eight (48) hours notification to the Union, the Contractor may choose the option of working four (4) ten (10) hour days, Monday through Friday, at straight time, provided the same terms apply to all crafts involved with the Cement Masons work. Overtime is to be paid at the rate of one and one-half (1½) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There shall be no pyramiding of overtime in this Agreement. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, Saturday may be used to make up the remaining hours needed to complete a forty (40) hour workweek, with all hours in excess of forty (40) for the workweek being paid at the applicable overtime rate. When Saturday is used as a make-up day, the employees of the crew who worked that week will be given first option to work the make-up hours.

The employer agrees that when using this option it shall be for the duration of the job or until the employer elects to return to a five (5) day, eight (8) hour schedule for the duration of the job, and can not be changed again unless mutually agreed upon by the Business Agent and the Employer.

Cement Masons' lunch period shall be a thirty (30) minute period between the hours of 11:00 a.m. and 1:00 p.m.; any cement mason who works through any part of said lunch period shall be paid at the rate of time and one-half (1½) for such period.

Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an Owner and the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer. If two or more of the four (Laborers, Carpenters, Operating Engineers, or Iron Workers) major craft received time and one half times the basic rate of pay then so shall Cement Masons Local 143 and Local 18 area 152 members.

ARTICLE 6 HOLIDAYS

All work done on holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be:

New Year's Day
Thanksgiving Day

Veterans' Day
Fourth of July

Memorial Day
Christmas Day

Labor Day

No work shall be done on Labor Day except to save life or property. Veterans' Day shall be celebrated the day after Thanksgiving. Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date.

The contractor shall be permitted to shut down the job the day before or after a holiday. When a holiday falls on Friday, payday shall be on Thursday.

ARTICLE 7 CEMENT MASON FOREMAN

When three (3) or more Cement Masons are employed, the contractor shall designate one of the Cement Masons from the Local within the jurisdictional area where the work is being performed as Cement Mason Foreman of Cement Masons on each project, whose duties shall be to give the orders to the Cement Masons, and he shall receive one dollar (\$1.50) per hour above the basic rate of pay. The Cement Mason Foreman so designated shall be a working mason. There shall be no more than one foreman on each project.

When eight (8) or more Cement Masons are employed, there will be a General Foreman appointed. The General Foreman shall receive two dollars (\$2.50) above the basic rate of pay. The Cement Mason General Foreman so designated shall be a working mason.

ARTICLE 8 REPORTING

When Cement Masons are regularly employed and report for work or when cement masons are hired and bring their tools on to the job, unless ordered not to report by the employer or his representative, they shall receive two (2) hours pay. Cement Masons shall report to the foreman and, if so directed, they shall remain on the job for two (2) hours. If the Cement Masons are started to work, they shall receive not less than four (4) hours pay and if they work over four (4) hours they shall receive not less than eight (8) hours pay. The above shall not apply when inclement weather or conditions beyond the reasonable control of the contractor makes it impractical for work to proceed. In this case, the Cement Masons shall be paid for actual time worked beyond the minimum two (2) hours.

Notwithstanding the foregoing, when requested by the contractor to remain on the job and work in the rain after 2:00 p.m. to save concrete the cement mason shall be paid to normal quitting time. The employer reserves the right to hire or not to hire any cement mason seeking employment.

The contractor or the superintendent will call the cement mason foreman if he has a telephone; if he does not have a phone, he will call the business agent, if there is no work that day.

**ARTICLE 9
SPHERE OF PROJECT**

The Cement Masons agree that there shall be no stoppage of work on account of any differences which might occur between the contractor and the Union of the International, or between the Union and any other craft over jurisdictional disputes. If a dispute arises and cannot be settled between the Local Representatives and the Contractor and any other crafts, within twenty-four (24) hours, a telegram is to be sent to the General Office of the Operative Plasterers and Cement Masons International Association requesting the presence of an International Representative, and the International agrees to furnish such representative upon receipt of such request. Decisions of the National Building Trades Department shall be final on all jurisdictional disputes except where a jurisdictional dispute involves any Union or Employer not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the Unions and Employer involved, the dispute may be submitted to the National Labor Relations Board for settlement.

On all cases other than jurisdictional disputes which arise and cannot be settled by the Local representative and the contractor within twenty-four (24) hours, the difference of opinion or dispute shall be referred to a Board consisting of four (4) members; two (2) appointed by the Contractors and two (2) appointed by the Union, and they shall have the authority to choose a fifth member if and when they deem it necessary. The board will be required to render a decision within forty-eight (48) hours, which decision shall be binding on both parties.

The Arbitration Board shall be a permanent institution but its individual members may be changed at any time by their respective organizations.

**ARTICLE 10
APPRENTICES**

In order to maintain a sufficient number of skilled journeymen cement masons in the industry covered by this Agreement, the necessity for the employment of apprentices is recognized and the training and employment of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by both the Union and the Contractor.

**ARTICLE 11
RECOGNIZED EMPLOYERS**

Members of this Union shall work only for recognized and qualified contractors or employers who supply all material and labor, and who shall carry reliable compensation and liability insurance on their employees and shall conform to all municipal and state regulations pertaining to safety and health of employees.

**ARTICLE 12
PRE-JOB CONFERENCE**

When contractors are to start a project in Highway District #5, said contractors shall notify the business

agent in whose jurisdiction the work is to start, for a pre-job conference prior to starting to work.

**ARTICLE 13
PAYMENT OF WAGES**

Section 1. The regular payday shall be once a week on Friday or such other day as the Employer shall designate prior to the start of the job. When the regular payday is a holiday, then the last work day before that holiday shall be pay day. Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third workday prior to payday.

Section 2. If an employee is discharged, he shall be paid immediately. If an employee is laid off, and the employer does not have facilities at the job site to prepare payroll checks, the employer shall mail the employee's paycheck to the home address provided to the employer on the next business day. If the employee requests a slip stating the number of hours worked, the employer will provide same.

**ARTICLE 14
DUES CHECK-OFF AND BONDING**

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one year, or the termination of this Agreement, whichever occurs sooner, the employer shall deduct from such employee's wages and remit same to the duly authorized representative of Local #143 and Local #18, Area #152 as directed in writing by said Local, together with a list of the names of employees whose pay deductions were made. Such written authorization may be revoked by the employee by written notice by registered mail to his employer and the Local Union received by all during the ten day period prior to the end of any applicable yearly period, or during the ten day period prior to termination of any applicable collective bargaining agreement, whichever occurs sooner. It shall be the obligation of the Union to obtain the voluntary authorization forms from its employees and transmit same to the company.

BOND: The Union, at its discretion, may demand a payment bond of thirty thousand dollars (\$30,000) from an Employer to guarantee payment of all fringe benefits and working dues which may become due, from contractors with less than one (1) year of experience under the Union Contract or who have a history of being delinquent on fringe benefits two (2) times, and said Employer(s) shall submit a thirty thousand dollar (\$30,000) payment to the Union at the time of signing the Agreement.

**ARTICLE 15
WAGES, CONTRIBUTIONS, DEDUCTIONS & PREMIUMS**

1. Wages.

The basic wage rates to be paid are listed in the attached current Addendum A of this Agreement. A signatory Employer from out-of-town working under this Agreement will be allowed to send their employees' fringe benefit contributions to the home fund of which they belong; where upon the home fund will be responsible for the collection of those benefits. The Apprenticeship Training and Working Dues contributions shall be paid as designated in the Agreement and current Addendum. In a case where the home contributions are less than the contributions for this jurisdiction, the difference will be paid on the

employees' paycheck. No Employer will be obligated to make duplicate fringe benefit payments to this jurisdiction and the home fund of its employees.

Should the Local Union desire a different distribution of wage increase for May 1, 2013 and May 1, 2014, other than specified above, it may do so upon sixty (60) days written notice to and approval of the Association, prior to the effective date of the increase provided that at no time will the wage rate or the total of the fringe benefit package decrease, as such is prohibited by the Illinois Department of Labor.

Apprentice Wage Rates, Local #143

1 st 6 months	70% of journeyman rate
2 nd 6 months	75% of journeyman rate
3 rd 6 months	80% of journeyman rate
4 th 6 months	85% of journeyman rate
5 th 6 months	90% of journeyman rate
6 th 6 months	95% of journeyman rate

Apprentice Wage Rates, Local #18

1 st year	70% of journeyman rate
2 nd year	80% of journeyman rate
3 rd year	90% of journeyman rate

2. Contributions.

Each Employer agrees to make the contributions, listed in Addendum A, for each hour worked hereunder, and to accept the terms and provisions of the various trusts to which the contributions are to be made.

3. Deductions

Each employer agrees to deduct from the wage rates after taxes for each hour worked and transmit said deducted sums as set forth in Addendum A.

4. Premiums

Cement Masons running power equipment or power tools are to receive a \$.75 per hour over basic scale. Cement Masons using Troweling Machines are to receive \$1.00 per hour over basic scale. Cement Masons using Riding Machines are to receive \$2.00 per hour over basic scale, with the time starting between 7:00 a.m. and 8:00 a.m. as scheduled by the contractor.

**ARTICLE 16
INDUSTRY ADVANCEMENT FUND (IAF)**

NOTE: This article applies only to the territory in this agreement which is covered by Local 18, Area #152. Local 143 is excluded from the provisions of this article.

1. The Employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an Employer to comply with this Article shall be deemed a direct violation of the Agreement.

3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.
4. Upon request, the Employer hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The Employer and the Union agree that any action, including the filing of a lawsuit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an Employer to collect delinquent contributions under this Article, the Employer agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and costs.

ARTICLE 17 INTERNATIONAL JATC FUND

NOTE: This article applies only to the territory in this agreement which is covered by Local 18, Area #152. Local 143 is excluded from the provisions of this article.

Each Employer agrees to pay seven cents (\$0.07) per hour for all hours worked under this agreement to the International Apprenticeship Fund. The seven-cent (\$0.07) contribution is part of the total package increase, not an addition to the total package increase. Other benefits shall be amended to include July 1, 2015 and thereafter the OPCMIA International Training Fund requiring an hourly contribution of 0.13% of the total economic package for that year. For the period July 1, 2015 to April 30, 2016 that amount is seven cents (\$0.07) per hour for each hour worked to Local 18 employees under the bargaining agreement to be allocated from the Local 18 Union's economic package in its sole discretion, as will be reflected on the monthly benefit fund report forms.

Contributions are to be made the fifteenth (15th) day of the month following the month the hours are worked. The check is made payable to: OPCMIA Local 18 of Central Illinois General Fund and is to be mailed to Local 18, 400 N.E. Jefferson St., Suite 300, Peoria, IL 61602. There shall be ten percent (10%) liquidated damages imposed for any tardily submitted payment.

Each Employer bound by this CBA agrees to be bound to the terms of the OPCMIA International JATC trust agreement as if it had signed that trust agreement. Each Employer agrees and ratifies the appointment of the management trustees on the International JATC Trust as their representative on the Trust as well as any other successor trustees.

ARTICLE 18 MARKET RECOVERY

1. Prevailing Wage Projects. On jobs where non-signatory or bonafide non-union contractors are bidding, the parties agree as follows: Employer agrees to employ Cement Masons, pay wages and fringe benefits as set forth in the bid document for the duration of that job, and pay overtime in accordance with applicable State and Federal law. All other terms and conditions of employment shall be mutually agreed to between the Employer and the Union.
2. Non-Prevailing Wage Projects. On projects where non-signatory or bonafide non-union contractors

are bidding, wages and all other terms and conditions of employment shall be mutually agreed to between the Employer ~~and~~ and the Union. **SCANNING TYPO: "ARID" INSTEAD OF "AND"**

ARTICLE 19 SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any court of competent jurisdiction. In such event the Union or the Contractor may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof.

In the event of the invalidation of any section, sentence or Article of this Agreement by any Court or Board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 20 GENERAL CONDITIONS

(1) Selection of applicants to jobs shall be on a nondiscrimination basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or in any other aspect or obligation of union membership, policies or requirements.

(2) The Employer retains the right to reject any job applicant.

(3) The parties to the Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of any hiring arrangement.

(4) It is agreed that neither the Employers nor the Union shall engage in or encourage employment practices which discriminate against applicants or employees on the basis of age, race, color, sex, religion, national origin, individuals with disabilities, Vietnam Era Veterans, disabled veterans, or any other characteristic protected by law.

ARTICLE 21 SAFETY

Section 1. It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean emotional and financial hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees Union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedure and the commitment and cooperation of the parties to this Agreement.

Section 4. Personal Cell Phones and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 5. Each Cement Mason shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health course every three (7) years to maintain their safety awareness and competence.

Section 6. Employer will supply all required safety equipment. All Cement Masons shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.

ARTICLE 22 ALCOHOL AND NON-PRESCRIPTION DRUGS

Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs, which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing may consist of, but is not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Any random testing conducted shall utilize a software program capable of blindly selecting employees by the random selection of their social security numbers. Reasonable cause shall include, for example, but is not limited to, visible impairment, possession, reports of on or off-duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in

collection procedures. The laboratory selected to conduct the analyses shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Test and Test Results. All drug tests, as provided for in this Article, shall use the immunoassay drug-screening test as the initial test. All positive test results by this method will be confirmed using the Gas Chromatography/Mass Spectrophotometry methodology on a urine specimen. Final determination of a positive drug test will be made by a Medical Review Officer (MRO) or equivalent. The cutoff levels for determining a positive test for both of these methodologies shall be those recommended by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Alcohol test levels at or above .04 shall be considered a positive test when using safety-sensitive equipment.

Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, or as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

The parties agree that during the term of this contract, federal and state law as well as specific requirements by owners on their projects will supersede the previous paragraphs regarding the use of drug/alcohol and such rules and regulations of these entities will be applicable to this contract.

Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the arbitrations provision of this agreement.

ARTICLE 23 COMPLETENESS OF AGREEMENT

This Agreement is intended to cover all matters of wages, hours, and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or related subjects, and during the balance of the terms of this Agreement, the Employers will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

This provision is not to be construed as preventing any of the Local Unions from adopting a Welfare Plan, Pension Plan, Apprentice and Educational Training Plan, or Vacation Plan, or changing the amount of the contributions for said Plans to be deducted from total wages pursuant to the limitations imposed in Article

15 of this Agreement.

**ARTICLE 24
SUBCONTRACTING**

The Employer shall not contract any work covered by this Agreement to be done at the site of the construction to any person, firm or company who does not have an existing labor agreement with the Union covering this work.

**ARTICLE 25
BUSINESS REPRESENTATIVE AND STEWARDS**

Section 1. Business Representative. Representatives of the Union shall have reasonable access to Employer's project office or to any part of the project for the purpose of business with the Employer or the employees.

Section 2. Steward. The Union may appoint one employee as the Steward on each project of the job site. The Steward is required to work the same as the other employees covered by this Agreement. The Steward may attempt to adjust disputes and grievances, but if they can't be settled promptly, the Steward then may call for his Business Representative. The Employer will not be required to pay the Steward for any more than a minimal loss of time incurred in performing Union-related duties.

The Steward shall not be discharged, laid off, or otherwise involuntarily terminated until the Union Representative has been notified, except at the termination of a job. However, nothing in this Agreement is intended to limit the Employer's right to discharge, lay off or fire a Steward the same as any other employee covered by this Agreement. The Steward shall be the last laid off.

**ARTICLE 26
PERIOD OF AGREEMENT**

This Agreement shall remain in full force and effect for a period beginning May 1, 2016 and extending to April 30, 2019, and will be regarded as effective from year to year thereafter, unless notice is given in writing by either party hereto at least sixty (60) and not more than ninety (90) days before the yearly expiration date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, approved, and ratified by the duly authorized officers of the parties as of the day and year first set forth.

FOR THE UNION:

CEMENT MASONS LOCAL #143

Chris Butler Date
Business Manager

Jeff Mozingo Date
Business Representative

CEMENT MASONS LOCAL #18, AREA #152

Steve Clement Date
Business Manager

Scott L. Nimmo Date
Business Agent

FOR THE ASSOCIATION:

**ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS**

Holly Bailey Date
Negotiating Committee

Joe Lamb Date
Negotiating Committee

Frank Kazenske Date
Director of Labor Relations