

**AGREEMENT**

**BETWEEN**

**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS**

**AND**

**O.P.C.M.I.A. OF THE UNITED STATES AND CANADA**

**AND**

**CEMENT MASONS LOCAL UNION #18, AREA #12 & AREA #206**

**COVERING**

**HIGHWAY/HEAVY CONSTRUCTION**

**IN**

**PEORIA, TAZEWELL, MARSHALL, MASON, AND PORTIONS OF FULTON AND  
WOODFORD COUNTIES  
(ADDENDUM A)**

**AND**

**KNOX, WARREN, AND PORTIONS OF FULTON AND MERCER COUNTIES  
(ADDENDUM B)**

**EFFECTIVE: MAY 1, 2016**

**EXPIRES: APRIL 30, 2019**

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AGREEMENT**

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**ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
AND  
OPERATIVE PLASTERERS & CEMENT MASONS INTERATIONAL ASSOCIATION  
LOCAL #18, AREA #12**

**PREAMBLE**

This Agreement is entered into by the Associated General Contractors of Illinois and Operative Plasterers and Cement Masons International Association of the United States and Canada and Cement Masons Local #18, Area #12. This Agreement covers Highway and Heavy Construction in the counties of Peoria, Tazewell, Marshall, Mason and the portion of Fulton County south of Route 9 and east of Route 78 and the portion of Woodford County north and west of Route 116, Route 116/117, Route 117 (Addendum A), and Knox, Warren, the portion of Mercer County south of Route 17 and east of Route 94, and the portion of Fulton County north of Route 9 and west of Route 78 (Addendum B).

WHEREAS, the parties hereto desire to execute an Agreement relating to "Highway and Heavy Construction" which shall include the finishing of all concrete and top materials, when done by trowel, float, bull float straight edge, brush, broom or any other process of finishing – all of the preparation and processing of pervious concrete and polishing concrete – the patching, rubbing, brushing, bush hammering of all concrete when done by hand or machine -the setting of curb and gutter forms, setting of all screeds on bridges, viaducts, sidewalks and driveways, the setting of all line and grade, the grinding of beam seats and all road surfaces, the finishing of all joints shall be the work of the Cement Mason. Cement Masons will accept work as assigned by the Contractor. Contractors agree to give said assignments in writing upon request.

Individual Employers signatory hereto who are not members of, or have not assigned their bargaining rights to the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Association unless ninety (90) days prior to the expiration of this or any other subsequent Agreement said individual Employer notifies the Union in writing that it revokes such authorization. Further said individual Employer agrees that notice served by the Union upon said Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the individual Employers signatory hereto.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply. The headings of the sections are for reference only and do not limit, expand or otherwise affect the contents.

**ARTICLE 1 – EMPLOYING CEMENT MASONS**

Section 1. Union Security. All present employees who are or become members of the Union, shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment on the eighth (8<sup>th</sup>) day following the beginning of their employment, or the effective date of this contract, whichever is the later, as authorized in Section 8(f) of the Labor-Management Reporting and Disclosure Act of 1959.

It is further agreed that in the event any employee employed under the terms and conditions of this Agreement does not comply with the above section, the Union may notify the Employer in writing, requiring discharge of said employee. Upon written notice from the Union notifying the Employer of the failure of any employee covered by the contract to complete or maintain his membership because of nonpayment of dues or initiation fees, the Employer shall discharge said employee, provided further, no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to all members or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring membership. There shall be no discrimination in employment because of color, race, religion, age, sex, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.

Section 2. Employing Cement Masons

(A) The Cement Masons foreman and employer shall determine the number of Cement Masons necessary to handle the job. If they disagree, the Employer shall be responsible for any inferior work if it develops from working shorthanded.

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

Section 3. Hiring. The contractor agrees that he or his representatives shall hire Cement Masons, but notification should be made to head Cement Masons as to the number of men to be used on that project. The contractor will notify the Union representatives 24 hours prior to the start of work the number of men needed for that project. The Union, when requested by the Employer to furnish employees, shall refer employees in a non-discriminatory manner and without respect to Union affiliation. The Employer shall retain the right to reject any job applicant referred by the Union. If the Union is unable to furnish regular employees, the Employer may hire from any source available.

Solicitation of Work. Cement Masons may solicit their own work. When doing so and they are hired by a contractor, the contractor will notify the Union hall within eight (8) hours from time of hire.

Section 4. Recall. The Employer shall have the right to recall any former employee covered by this Agreement who has previously been employed by the Employer within said territorial jurisdiction and who is available for work.

Section 5. Bargaining Agent. The parties have elected to come under the Construction Proviso in Section 8(f) of the National Labor Relations Act. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all those employees engaged in performing work which comes under the jurisdiction of the Cement Masons.

Section 6. Apprentices.

- (A) The Standards and implementation of the Apprenticeship and Training Program and all matters related to training shall be determined and governed by a Joint Apprenticeship and Training Committee which shall be composed of an equal number of Employers and employees.
- (B) An Employer is encouraged to employ Apprentices in accordance with the ratio of Apprentices to Journeymen as established by the JATC Standards. An Employer who employs four (4) or more Journeymen shall use every reasonable means to employ at least one (1) Apprentice, and where practical shall employ one (1) additional Apprentice for each additional five (5) Journeymen employed, whenever Apprentices are available.
- (C) The wage of an Apprentice shall be determined and adjusted as the JATC directs. The wage of an Apprentice shall not be less than seventy percent (70%) of the Journeyman scale nor more than ninety-five percent (95%) of the Journeyman scale.

Section 7. Trainees.

- (A) For the purpose of this Agreement, a Trainee is defined as any person who is neither a Journeyman, or a Registered Apprentice.
- (B) Wages of a Trainee shall be established and maintained at seventy (70%) of the Journeymen's basic scale when working on non-prevailing wage work.
- (C) One Cement Mason Trainee may be employed on a job where one or more Journeymen Cement Masons are steadily employed. Additional trainees may be employed by mutual consent of Employer and Union Business Representative.

**ARTICLE 2 – MANAGEMENT RIGHTS**

Section 1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge.

Section 2. There shall be no limit on production by neither employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trades. The operation of all equipment shall be

assigned to the proper craft jurisdiction.

Section 3. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated Agreements to the extent local Agreements do not conflict with the terms and provisions of this understanding.

### **ARTICLE 3 – RECOGNITION**

Section 1. Qualified Contractor. 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 the safety and health of employees. Our Union members who are not contractors shall not be allowed to subcontract work from any contractor, material dealers, agencies or owners.

Section 2. Economic Standards. No workman shall be supplied to any contractor other than a contractor who is in agreement with the Local Union, unless the contractor agrees to pay the prevailing rates and conditions applicable to the area involved for the particular type of work required by the contractor.

Section 3. Payment of Wages.

- (A) Payment by an Employer and acceptance by an employee of a sum less than the wage stipulated in this Agreement shall be a violation of this Agreement on the part of each. Upon proof of such violation before the Joint Conference Board, as established in Article 12, the Board shall have authority to discipline and/or collect monies due by the guilty parties.
- (B) Payment of wages shall be made once each week on the job during working hours. Not more than three working days pay shall be held back. In the event a bargaining unit employee is discharged, and the Employer does not have facilities at the job site to prepare payroll checks, the Employer or his representative shall give to the terminated employee a slip stating the number of hours and amount of wages to which employee is entitled. The terminated employee's pay check shall be mailed to the address provided to the Employer by the employee, no later than the next business day, weekends and holidays excluded. In case of lay-off, employee will be paid up to eight (8) hours straight time on the last day at the job site. Any overtime hours worked on the last day shall be mailed to the last address provided by the employee within one business day after lay-off excluding weekends and holidays. When an employee quits on his own accord, or by failing to report to work or abandoning his place of work, he shall receive his pay on the next regular pay day.
- (C) Failure on the part of an Employer to have sufficient funds in the bank to meet pay checks shall be sufficient reason to deprive said defaulting Employer from the right to pay by check. In the event of such default, the defaulting Employer shall pay to the grieving employee the damage he may suffer.
- (D) Employees shall be paid once a week on the job not later than 4:30 p.m. on Friday. Overtime shall be paid for any time after that hour the employee is required to wait for his pay except for cause beyond the control of the Employer.

### **ARTICLE 4 – SUBCONTRACTING**

In order to protect the economic standards set forth in this Collective Bargaining Agreement for on-site construction work, it is understood that the Employer shall subcontract work only to a subcontractor who is signatory to this Agreement. Provided, however, that on specialty type work, such as but not limited to epoxy injection, etc., and where no signatory subcontractors are

available, the above provision shall not apply.

See Addendum B for subcontracting language pertinent to Knox, Warren, and portions of Fulton and Mercer counties.

#### **ARTICLE 5 – 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.

Except for one Foreman, the Steward, if qualified to do the work, shall be the last laid-off. This is not intended to allow the Steward to replace an employee on a crew at the end of the day.

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 Employers right to discharge, lay off or fire a Steward the same as any other employee covered by this Agreement.

#### **ARTICLE 6 – TOOLS & EQUIPMENT**

Section 1. Cement Masons agree to furnish their own small hand tools, such as float and trowel and the contractor agrees to furnish large tools and any special edgers required, also, rubbing stone with handles, brushes, broom, mixing buckets, darbys, and rubber floats.

Section 2. The regulation and size of the hand finishing trowel should be a matter of local autonomy, which is no larger than 18".

Section 3. Respirators shall be furnished to all Cement Masons while grinding and proper provisions must be made to have same sterilized before used or issued out to Cement Masons again.

Section 4. The contractor agrees to furnish all two (2) pound hammers and sledge hammers for the setting of forms; all long handle tools coming under Cement Masons jurisdiction and all string lines.

Section 5. Hard hats shall be worn on all jobs within the jurisdiction of this Agreement.

Section 6. Tools and equipment furnished to an employee by the Employer for use while working for the Employer, must be returned to the Employer in order for the employee to receive a replacement. Any employee who fails to return any tools or safety equipment furnished to him by the Employer for use while working for the Employer, will have an equal amount to the cost to the Employer of such equipment deducted from his pay.

Section 7. When it is necessary for a finished rubbing job, the Employer will instruct the Cement Masons Foreman as to what kind of rubbing job he desires, since there are various methods of rubbing concrete. It will be up to the Employer to describe in detail how he wishes the concrete to be rubbed.

Section 8. The Employer will talk with the Cement Mason Foreman prior to the application of new or old material or equipment in order that Cement Masons may properly execute the work.

Section 9. Except in cases of emergency, contractors will refrain from handling tools of the trade, so long as there are available unemployed Cement Masons covered by this Agreement.

## ARTICLE 7 – WORKING HOURS

Section 1. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one-half (½) hour lunch period between the 4<sup>th</sup> and 5<sup>th</sup> hour after the starting time, between 6:00 a.m. and 5:00 p.m. shall constitute the normal work day. Starting time for the work day may be changed within these hours by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given twenty-four (24) hours in advance. All the employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to.

On this schedule, all time worked over eight (8) hours in any one day, Monday through Friday, and all work performed on Saturday shall be paid for at the rate of one and one-half (1½) times the basic hourly rate.

Section 2. The Employer may work a schedule of four (4) ten (10) hour days Monday through Friday, with overtime being paid after ten (10) hours in a day or forty (40) hours in a week at one and one-half (1½) times the basic hourly rate. The above schedule shall be announced to the Union forty-eight (48) hours in advance.

On the four (4) day ten (10) hour schedule, Saturday may be worked as a make-up day, due to inclement weather or equipment breakdown, at the straight time hourly rate of pay (up to forty (40) hours that week) provided (1) that Friday is worked as the first make-up day, (2) Cement Masons who work during the week are called first, (3) Cement Masons receive time and one-half (1½) if any other craft working on the job on Saturday receive time and one-half (1½) and (4) employees who inform their Employer on Thursday that they do not wish to work Saturday as a straight time make-up day will not be penalized.

Section 3. Hours of Work. The contractor may elect (with notice to the Union) a starting time from 6:00 a.m. to 8:00 a.m. which shall be the regular starting time. A one-half hour lunch period will be given between the fourth and fifth hour of an eight (8) hour shift and between the fifth and sixth hour of a ten (10) hour shift. When it is necessary to work through the lunch period, the men that worked shall be paid time and one-half (1½) times the regular rate of pay, and shall at a later time chosen by the contractor be permitted a 20 minute period to eat lunch. In addition, employees working two hours past the scheduled quitting time who are not given one-half (½) hour lunch break shall receive one-half (½) hour additional pay at the overtime rate.

Section 4. Pay. In order to be eligible for the two (2) hour show-up time listed below, the employee shall provide the Employer a telephone number where he may be reached two (2) hours prior to the scheduled start time.

When men are regularly employed and report for work or when men are hired and bring their tools on to the job and not started to work, they shall receive two (2) hours pay. Employees must remain on the job for two (2) hours, unless released by supervision, to receive two (2) hours pay for reporting. If the men 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. Under these circumstances employees shall be paid for actual hours worked beyond two (2) hours pay for reporting.

When an employee reports on the job without proper tools necessary for finishing, or setting screed and forms, the employee need not be put to work and is not entitled to reporting time.

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.

When a Cement Mason starts a day on a prevailing rate job and is transferred to a non-prevailing rate job (or starts on a non-prevailing rate job and is transferred to a prevailing rate job) he will receive not less than four (4) hours pay at the higher rate unless inclement weather or conditions beyond the reasonable control of the contractor make it impractical for work to proceed.

Section 5. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner or if the Employer is required 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 in a special shift if he has performed bargaining unit work that day during the regular working hours. The Employers 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.

Section 6 Voting. On any Election Day employees shall be given sufficient unpaid time off for the purpose of voting at their respective polling places.

**ARTICLE 8 – PICKET LINES**

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through an authorized lawful picket line of this or any other Union. Nor shall the exercise of any rights protected by law be a violation of this Agreement.

**ARTICLE 9 – CEMENT MASON FOREMAN**

Section 1. When three or more Cement Masons are employed on the same crew, the contractor shall designate one of the Cement Masons as foreman, whose duties shall be to give the orders to the Cement Masons, and he shall receive one dollar and fifty cents (\$1.50) per hour over the basic hourly rate. Once this rate of pay starts, it shall continue as long as he remains foreman.

Section 2. Cement Masons foremen shall be responsible for the placing of men, assigning their tasks, selecting proper tools, maintaining safe working conditions and affecting efficient execution of work. He shall receive his instruction from the contractor's representative.

Section 3. Nothing in this Article prohibits an Employer from selecting a non-working foreman.

**ARTICLE 10 – PRE-JOB CONFERENCE**

At the request of the Union or the Employer, a pre-job conference will be scheduled.

**ARTICLE 11 – HOLIDAYS AND SUNDAYS**

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

- |                |                  |
|----------------|------------------|
| New Years Day  | Veterans Day     |
| Memorial Day   | Thanksgiving Day |
| Fourth of July | 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 12 – DISPUTES**

Section 1. Jurisdictional Disputes.

- (A) There shall be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- (B) The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of Agreements of record, established trade Agreements and prevailing area practices.
- (C) 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.

Section 2. Other Disputes – Joint Conference Board. On all cases other than jurisdictional disputes which arise and cannot be

settled by the Local Representative and the contractor within 48 hours, the difference of opinion or dispute shall be referred to a Board consisting of four (4) members; two (2) appointed by the AGC of Illinois and two (2) appointed by the Union. If they fail to render a majority decision they shall choose a fifth member. If they fail to promptly select a fifth member, they shall request a panel of five (5) potential arbitrators from the Federal Mediation and Conciliation Service. Each side of the board shall alternatively strike two names from the panel, and the remaining member of the panel shall serve as the fifth member of the Board. It is expressly understood there shall be no strikes or lockouts either ordered or permitted against the members of either party hereto, pending a decision in accordance with this Agreement. Such decision shall be final and binding upon the parties in dispute. The expense of the fifth member of the Board shall be borne in equal parts by both parties to the dispute.

### **ARTICLE 13 – DRINKING WATER**

Fresh cold water in clean container and sanitary drinking utensils shall be furnished by the Employer to Cement Masons on the general working area within one (1) hour of starting time.

### **ARTICLE 14 –INJURY**

Any Cement Mason injured on a job, who is unable to return to the job by order of a licensed medical doctor shall receive full pay for time lost that day. If the injured employee returns to the job that day, he shall likewise receive full pay for time lost.

When necessary on the day of injury the injured employees will be accompanied by a person designated by the company.

For minor injuries Cement Masons will receive full pay for time lost necessitated by return visits required by a licensed medical doctor within seven (7) working days of the injury, provided the employee is still working for the same Employer, and provided the employee notifies the Employer at least one working day before each visit.

### **ARTICLE 15 – ALCOHOL AND NON-PRESCRIPTION DRUG POLICY**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction, or during 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. "Nonprescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription endorsed by a qualified physician for the use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by project owners. Upon request the Employer will provide the Union with a copy of the Employer's drug testing policy. Drug and alcohol testing shall consist of, but not limited to pre-employment, random and reasonable cause. Reasonable cause shall include, for example, but is not limited to, visible impairment, possession, reports of on 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.

#### Random Drug Tests

All employees covered by the random drug test policy will be included as part of the drug test consortium group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of company policy.

On a periodic basis the MRO will select randomly a number of social security numbers for random testing during that month.

Social security numbers selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection

procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. 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) guidelines.

Section 6. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 7. 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 Employer policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (C) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

**Testing Results:** Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

<b>INITIAL TEST</b>	<b>LEVEL (ng/ml)</b>
Level-Nanogram/Mililiter (hereinafter referred to ng/ml)	
Marijuana metabolite.....	50
Cocaine metabolite.....	150
Opiate Metabolite.....	2000*
Phencyclidine.....	25
Amphetamines.....	500
*25 ng/ml if immunoassay-specific for free morphine	

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different Initial screening method:

<b>CONFIRMATORY TEST</b>	<b>LEVEL (ng/ml)</b>
Marijuana metabolite.....	15*
Cocaine metabolite.....	100**
Opiates:	
Morphine.....	2000***
Codeine.....	2000***
Phencyclidine.....	25
Amphetamines:	
Amphetamines.....	250
Methamphetamine.....	250

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoyllecgonine

\*\*\*25 ng/ml if immunoassay-specific for free morphine

Alcohol test level at or above. 04 shall be considered a positive test for safety-sensitive equipment.

It is further agreed that the parties shall follow any revisions in these levels that maybe specified by future Substance Abuse and Mental Health Services Administration (formerly known as National Institute for Drug Abuse) guidelines.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test shall be fully subject to the Disputes Article 12 of this contract.

## ARTICLE 16 – UNION MERGERS & CONSOLIDATIONS

For purpose of clarification, the following historical record of Local Union mergers and areas of jurisdiction are noted.

Effective April 1, 1996, Cement Masons Local #12, Peoria, was merged into Local #18, Central Illinois, with the office located in Peoria. The jurisdictional area will remain the same and includes the counties of parts of Fulton, Marshall, Mason, Peoria, Tazewell and part of Woodford. Effective May 1, 2012, Local 18, Area 206 was consolidated with Local 18, Area 12. The jurisdictional area of Local 18, Area 12 Addendum 206 will include the counties of Knox, Warren, and parts of Mercer and Fulton counties.

All future references to this local and its jurisdictional area, including payments into its fringe benefit funds, shall be written as Cement Masons Local #18, Area #12.

## ARTICLE 17 – WAGES, FRINGE CONTRIBUTION & DEDUCTIONS

Section 1. Wages. The basic wage rates to be paid are listed in the attached Addendum A of this Agreement.

Section 2. Joint Apprenticeship and Training Fund. The Apprenticeship program and standards shall be administered exclusively by a Joint Apprenticeship Committee in accordance with the Agreement and Declaration of Trust creating the fund.

The Employer agrees to pay monthly into the Apprenticeship and Training Fund the amount listed in Addendum A and B for each hour worked by all Cement Masons covered by this Agreement. Such payments shall be in accordance with the rules and regulations established by the Joint Apprenticeship and Training Committee. Negligence of the Employer to comply with this Article shall be deemed a direct violation of the Agreement.

Section 3. Health & Welfare, Annuity and Pension. Each Employer agrees to make the contributions set forth in Addendum A and B and to accept the terms and conditions of the Trust Agreements establishing the following funds, provided said Trust Agreements and Plans are established and maintained in compliance with Section 302(c) of the Taft-Hartley Act, ERISA, other applicable laws and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service:

- (A) Cement Masons Local #18 Area 12 Health & Welfare Fund
- (B) Cement Masons Local #18 Area 12 Pension Fund
- (C) Cement Masons Local #18 Area 12 Joint Apprenticeship Training Fund
- (D) Illinois Operative Plasterers and Cement Masons Annuity Fund

The Employer agrees to pay contributions to the Welfare, Annuity and Pension and/or any other funds monthly, not later than the twentieth (20<sup>th</sup>) day of the following month after which the work was performed. Nonpayment of Welfare, Annuity and Pension, etc., shall be grounds for removal, by the Union, of employees covered by this Agreement, from an Employer who is delinquent in said payment, until such payments are made in full.

In the event the payment to the Welfare Fund is reduced during the term of this Agreement, the amount by which the payment is reduced shall be applied directly to wages and/or Annuity/Pension Fund. In the further event that the Welfare Fund is terminated during the term of this Agreement, the entire payment will be applied directly to wages and/or Annuity/Pension Fund.

Section 4. Dues Check-off. Within the jurisdictional territory of Local Union #12 of the Operative Plasterers' & Cement Masons', all Employers agree to deduct a dues assessment as set forth in Addendum A and B of this Agreement per hour for each hour worked by Journeymen Cement Masons, Apprentices and Trainees, who executed an "Authorization for Check-off" form on forms furnished by the Union. In the event an employee should ever bring suit in protest of dues check-off authorization and be granted an award, the Union agrees to indemnify the Employer and hold harmless against such claims. The Local Union will maintain current dues check-off authorization form(s) for each person referred to Contractors. Signatory Contractors are entitled to view check-off authorization forms of workers they hire or can request copies of the same by mail. Each Employer shall deduct from wage rate and pay to the Union a sum per hour for each hour for which wages are paid as set forth in Addendum A and B. Employers agree to forward the dues monies to the Union office, OP&CMIA, Local #18, 400 NE Jefferson, Suite #300, Peoria, IL 61603, no later than twentieth (20<sup>th</sup>) day of the following month.

Section 5. Bond. The Union, at its discretion, may demand a payment bond of fifty thousand dollars (\$50,000) 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 to the Union Contract or who have a history of two (2) times of delinquency of fringe benefits shall submit a fifty thousand (\$50,000) dollar bond to the Union at the time of signing the Agreement. The Union shall be entitled to resort to legal and economic remedies, including strikes and picketing against any delinquent Employer during the period of delinquency.

#### **ARTICLE 18 – INDUSTRY ADVANCEMENT FUND (IAF)**

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 19 – INTERNATIONAL JATC FUND**

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 (15<sup>th</sup>) 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 20 – MARKET RECOVERY**

Notwithstanding any other provisions of this Agreement, the following terms shall automatically apply to any prevailing wage job where the contractor is bidding against non-signatory or bona fide non-union contractors.

- (A) All wages and fringe benefits shall be paid as set forth in the bid prevailing wage document for the duration of the job.
- (B) All overtime shall be paid in accordance with applicable state and federal law.
- (C) Show-up pay shall be one (1) hour.

(D) All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

(E) When working under Market Recovery, the Employer shall notify the Union prior to beginning work.

Section 1. Private Work. All terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

#### **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 procedures and the commitment and cooperation of the parties to this Agreement.

Section 4. Personal Cell Phone 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 (3) years to maintain their safety awareness and competence. Employers may request referral of Cement Masons who have completed the Ten Hour OSHA Course and refuse Cement Masons who have not completed the course without penalty.

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 – 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 renegotiation 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 23 -DURATION AND TERMINATION**

This Agreement shall be in full force and effect from the first day of May, 2016 until midnight, April 30, 2019, and thereafter from year to year unless either party notifies the other at least sixty (60) but no more than ninety (90) days prior to the expiration of its initial period, or any renewal period thereof, of its desire to terminate this Agreement or to modify its terms.

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

**FOR THE UNION:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
**Steve Clement** **Date**  
**Business Manager**

\_\_\_\_\_  
**David A. Mifflin** **Date**  
**Negotiating Committee**

**EMPLOYER** *who has not assigned bargaining rights to the Association:*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Kurt Baum** **Date**  
**Negotiating Committee**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Frank Kazenske** **Date**  
**Director of Labor Relations**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**