

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 #539

COVERING

HIGHWAY/HEAVY CONSTRUCTION

IN

DISTRICT #4

(All of McDonough County and Part of Henderson County)

DISTRICT #6

**(All of Adams, Brown, Cass, Hancock, Logan, Menard,
Morgan, Pike, Sangamon, Schuyler, Scott,
Christian and part of Montgomery County)**

DISTRICT #7

(Part of Shelby County)

EFFECTIVE: May 1, 2016

EXPIRES: April 30, 2019

INDEX

PREAMBLE..... 3

ARTICLE 1 EMPLOYING CEMENT MASONS..... 3

ARTICLE 2 CRAFT JURISDICTION..... 4

ARTICLE 3 RECOGNITION..... 5

ARTICLE 4 BUSINESS REPRESENTATIVES AND STEWARDS..... 5

ARTICLE 5 TOOLS..... 6

ARTICLE 6 WORKING HOURS..... 6

ARTICLE 7 PICKET LINES..... 8

ARTICLE 8 MOVEMENT OF EMPLOYEES..... 8

ARTICLE 9 HIRING..... 8

ARTICLE 10 CEMENT MASON FOREMAN..... 9

ARTICLE 11 PRE-JOB CONFERENCE AND SUBCONTRACTING.....9

ARTICLE 12 HOLIDAYS AND SUNDAYS..... 9

ARTICLE 13 SPHERE OF PROJECT..... 9

ARTICLE 14 DISPUTES.....10

ARTICLE 15 JOINT APPRENTICESHIP COMMITTEE.....10

ARTICLE 16 PRE-APPRENTICE TENDER11**

ARTICLE **17** DRINKING WATER.....11

ARTICLE **18** INJURY.....11

ARTICLE **19** COMPENSATION INSURANCE..... 11

ARTICLE **20** ALCOHOL AND NON-PRESCRIPTION DRUGS 12

ARTICLE **21** SAFETY..... 13

ARTICLE **22** UNION LOCAL MERGERS & CONSOLIDATIONS..... 14

ARTICLE **23** CONTRIBUTIONS..... 15

ARTICLE **24** VACATION FUND..... 17

ARTICLE **25** CONCRETE SPREADER..... 17

ARTICLE **26** MARKET RECOVERY..... 17

ARTICLE **27** GENDER..... 18

ARTICLE **28** SAVINGS CLAUSE..... 18

ARTICLE **29** DURATION AND TERMINATION..... 18

ADDENDUM A (WAGE RATES)19

PREAMBLE

THIS AGREEMENT is entered into by the Associated General Contractors of Illinois as party of the first part and Operative Plasterers and Cement Masons International Association of the United States and Canada and Cement Masons Local #18, Area 539 as parties of the second part. This agreement covers all of McDonough and the southern half of Henderson Counties in Highway District #4, all of Adams, Brown, Cass, Hancock, Logan, Menard, Morgan, Pike, Sangamon, Schuyler, Scott, Christian Counties and the northeastern part of Montgomery County (including the cities of Nokomis, Ohlman and Wenonah) in Highway District #6. ~~and part of Shelby County in Highway District #7.~~

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 throughout Highway District 6 of the State of Illinois;

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

**ARTICLE 1
EMPLOYING CEMENT MASONS**

Section 1. Union Security. The Employer shall secure and employ Cement Masons under the following terms and conditions of employment:

Journeyman 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 may be required to remain members of the Union as a condition of employment during the term of this Agreement.

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 Veterans, disabled veterans, or any other characteristic protected by law.

Section 2. Employing Cement Masons/Management Rights.

- A. It is understood and agreed that the ways and means of doing a job, the direction of the working forces and the right to hire, discharge for cause, suspend, transfer, layoff, promote, demote, or relieve employees of their duty shall be vested exclusively In the Employer. The Employer reserves the right to assign work in accordance with the Employer’s area past practice.
- 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. Bargaining Agent. The contractor 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 Mason.

Section 4. Apprentices. The Employer has the right to hire one (1) apprentice to every two (2) journeymen on each crew. In the event of a layoff the apprentice shall be the third employee left on the project. In no case shall an apprentice be fired until the business representative has been notified. This is not intended to limit the Employer’s right to discharge apprentices the same as other employees. This is to insure that future craftsmen to the trade may acquire their on the job training. At no time shall there be more than one apprentice for every two (2) journeymen, if available.

**ARTICLE 2
CRAFT JURISDICTION**

Section 1. All concrete construction such as bridges, curbs, gutters, sidewalks, streets and roads, parking areas, airport runways, paving, alleys, pervious concrete and all concrete slabs and all flat surfaces of cement, setting of string line for slip form machines for curb (excluding monolithic curb or gutter poured with mainline paving), gutters, sidewalks will be set by Cement Masons.

The use of any color pigment when mixed in or with cement. All concrete finishing whether done by brush, broom, trowel, float or any other process, or any purpose they may be used for in connection with the Cement Masons trade. The straight edging or screeding off of all concrete. The setting and pouring of all steps, and risers and running all cement. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, in conjunction with patching and caulking. The setting of all string, strips, screeds, stakes and grades and all sidewalk, curb and gutter forms. Curb/sidewalk scoring, dry packing, grouting, gunniting, hand grinding or machine grinding by giraffe shall be recognized as the work of the Cement Masons. **The setting of all expansion joints in sidewalks, driveways, curb and gutter, paving and flat surfaces of concrete, caulking of all expansion and control joints with polyurethane and/or urethane sealants in conjunction with local area practice.**

Cement Masons claim the waterproofing of all work included in their jurisdiction, such as thorseal, ironite, plasterweld, and any similar product that has a cement base, 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.

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. The Employer shall pay the employees once every week on the regular weekly payday established by the Employer. The employee shall be paid immediately on payday or be paid the current wage rate for such time the employee is required to wait. The pay shall be in cash or payroll check and the Employer shall not hold back more than three (3) days to make up the payrolls. However, any Employer who maintains an office in Illinois Highway District #6 for a period of two (2) years or more shall not hold back more than five (5) days to make up the payrolls. If a check is refused because of insufficient funds, then the employees will be paid in cash.
- B. If an employee is discharged or laid off, the employee shall be paid in full at the payroll office on the job site, or by check mailed within twenty-four (24) hours, providing there is no payroll office set up on the job site, unless different arrangements have been made with the Business Manager of the Union.
- C. When payday falls on a holiday, the employees shall be paid on the day before such holiday prior to quitting time.
- D. If there is no work on payday, the paychecks shall be given to employees by 12:00 noon.
- E. The Employer shall furnish to each employee with each weekly paycheck a check stub or letter setting forth the total number of hours worked and the amount of gross wages and also the amount and nature of each deduction made.

ARTICLE 4 BUSINESS REPRESENTATIVES 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. 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.

ARTICLE 5 TOOLS

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, special edgers required, rubbing stone with handles, brushes, broom, mixing buckets, 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.

All employees referred for grinding shall be medically and physically fit to wear a respirator. If such referred employee cannot wear or be fitted for a respirator, the Employer shall have no obligation for payment of show-up pay or any other wage or fringe benefits for that day.

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

Section 5. When it is necessary for a finished rubbing job, the Employer will instruct the Cement Mason 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 6. 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.

ARTICLE 6 WORKING HOURS

Section 1. Work Day.

Eight-Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of six (6:00) a.m. and five (5:00) p.m., excepting work that must be performed according to project owner's 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.

Ten-Hour Schedule. Where not prohibited by law, and upon twenty-four (24) hour notification to the Union, the Contractor may choose the option of working four (4) ten-(10) hour days, Monday through Saturday, at straight time. Overtime is to be paid at the rate of one and one-half (1½) times the basic 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.

The Employer agrees that when using the Ten-Hour Schedule 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 Employer.

Section 2. Work Week. Forty (40) hours Monday through Saturday, shall constitute one (1) working week and shall be so recognized. All work done after forty (40) hours in any one week, when a crew has worked forty (40) hours at the basic rate of pay during the same week, shall be paid at the rate of one and one-half (1½) times the basic rate of pay.

Saturday is to be worked as a make-up day at the straight time hourly rate of pay (up to forty (40) hours that week) provided, that Friday is worked as the first make-up day (weather permitting), and Cement Masons who work during the week are called first.

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 during the fifth hour of an eight-(8) hour shift and during the 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 one and one-half (1½) times the regular rate of pay, and shall at a later time be permitted a short period to eat lunch during the continuation of work. If the employee is not permitted to take a short period to eat lunch by the end of the seventh (7th) hour, then an additional one-half (½) hour shall be paid at the appropriate overtime rate. Any work before the regular starting time or after the regular quitting time shall be at one and one-half (1½) times the regular rate of pay.

Section 4. 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 \$1.00 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.

Section 5. Pay. 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. If an employee works after four (4) hours, the employee shall receive not less than six (6) hours. If an employee works after six (6) hours, the employee shall receive not less than eight (8) hours. The above shall not apply when inclement weather or conditions beyond the reasonable control of the contractor make it impractical for work to proceed. Under these circumstances employees shall be paid for actual hours worked beyond two (2) hours pay for reporting.

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 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.

**ARTICLE 7
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 Union. Moreover, neither the Union nor the employees represented by the Union will engage in sympathy strikes in support of any other union.

**ARTICLE 8
MOVEMENT OF EMPLOYEES**

Signatory contractors shall be free to move employees represented by the Operative Plasters' 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 9
HIRING**

Section 1. 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 12 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 nondiscriminatory manner and without respect to union affiliation. If the Union is unable to furnish regular employees, the Employer may hire from any source available.

Section 2. Direct Hire. Contractors shall be allowed one (1) direct hire (off the street) employee on the company payroll at any one time. Direct hires are subject to the union security clause (Article 1, Section 1). Contractors will notify the union after the fact by telephone.

Solicitation of Work. Cement Masons may solicit their own work. When doing so, and they are hired by a Contractor, the Contractor's representative will notify the Union hall within four (4) hours from time of hire.

Section 3. Recall. Contractors may recall any Cement Mason who has worked for the contractor for three (3) days in the last two (2) years. The contractor will notify the Union as soon as practicable.

**ARTICLE 10
CEMENT MASON FOREMAN / GENERAL 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 \$1.25 per hour over the basic hourly rate. Once this rate of pay starts, it shall continue as long as he remains Foreman.

Section 2. When ten (10) or more Cement Masons are employed on a project, there will be a General Foreman appointed by the contractor. The General Foreman shall receive \$2.25 above the basic rate of pay. The Cement Mason General Foreman so designated may be a working mason

Section 3. Cement Mason foreman / general foreman shall receive their instruction from the contractor's on site supervisor.

**ARTICLE 11
PRE-JOB CONFERENCE AND SUBCONTRACTING**

- A. At the request of the Union or the Employer, a pre-job conference will be scheduled.
- B. The Employer shall subcontract on site construction work covered by this Agreement only to firms that provide an economic package equivalent to and not less than the total economic package prevailing in this Agreement.

**ARTICLE 12
HOLIDAYS AND SUNDAYS**

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

- | | |
|----------------|------------------|
| New Year's 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 13
SPHERE OF PROJECT**

The Cement Masons agree that in the event any contractor who has a project that starts within the

jurisdiction of the district mentioned in this agreement, namely District 6, they may continue the project into other territories until complete, under the same terms and conditions as contained in this Agreement, without change in the working conditions, or in the personnel of the crew of the Cement Masons.

ARTICLE 14 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. On all cases other than jurisdictional disputes which arise and cannot be settled by the Local Representative and the contractor within 24 hours, the difference of opinion or dispute shall be referred to a Board consisting of 4 (four) members; 2 (two) appointed by the contractor and 2 (two) 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 strike two names from the panel, and the remaining member of the panel shall serve as the fifth member of the Board. The decision of the board shall be final and binding on parties. The expense of the fifth member of the Board shall be borne in equal parts by both parties to the dispute.

ARTICLE 15 JOINT APPRENTICESHIP COMMITTEE

Section 1. The parties recognize the need for an apprenticeship program to assure the continued availability of qualified cement masons.

Section 2. Such a program has been established as the “Local 18 Joint Apprenticeship and Training Fund.”

Section 3. The apprenticeship program and standards shall be administered exclusively by a Board of Trustees appointed in accordance with the Agreement and Declaration of Trust executed on November 1, 2007.”

Section 4. Decisions of the Joint Apprenticeship Committee shall be binding on the Union, the Employer and employees covered by this Agreement.

ARTICLE 16

PRE-APPRENTICE / TENDER

Section 1. By mutual consent between Employer and Business Manager, Pre-Apprentice/Tender may be used to perform the raking, spreading, shoveling, tamping all soil, dumping of concrete, vibrating of concrete and all preparatory work done for the placement of concrete.

Pre-Apprentice/Tender shall work under the supervision of Cement Masons' Foreman.

After 1 year, Pre-Apprentice/Tenders will be able to apply and test for Apprentice Program.

** Not authorized for use on public works projects until Union submits Pre-Apprentice/Tender Program to U.S. DOT Bureau of Apprenticeship & Training for Approval and Certification.

Pre-Apprentice/Tender Wages:

1 st 3 months	60% of journeyman wage + full Health & Welfare Contribution
After 3 months	60% of journeyman wage + full Health & Welfare + full Annuity Contribution

**ARTICLE 17
DRINKING WATER**

Fresh cold water in clean container and sanitary drinking utensils shall be furnished by the Employer to Cement Masons in the general working area within two (2) hours of starting time.

**ARTICLE 18
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.

If the employee's occupational injury permits the employee to continue to work, but requires the employee to have subsequent visits or required medical treatment by a licensed medical doctor during their scheduled work hours, the employee will be paid for the time lost from the employee's scheduled work in making such visits, provided treatment is rendered with seven (7) days of injury and the employee is still working for the same Employer. The employee is required to notify the Employer at least one working day before each visit.

**ARTICLE 19
COMPENSATION INSURANCE**

Members of this Union shall work only for recognized and qualified contractors 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 20
ALCOHOL AND NON-PRESCRIPTION DRUGS

Section 1. 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 site 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.

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. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit

Random Drug Test

All employees covered by this policy shall be included as part of the Drug Test consortium group from which the Medical Review Officer (MRO) will randomly select, by a computer generated selection by employee's social security number, the employees to be tested each period.

On a periodic basis during the construction season the MRO will select randomly a number of names (that on an annual basis will equal the percentage required by Employer policy) for random drug testing that month.

Names 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 actual test is to be performed.

Section 3. All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Service Administration (SAMHSA) and shall be in compliance with all Department of Transportation, state and federal laws regarding alcohol/drug testing.

Section 4. 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 SAMHSA approved.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine) phencyclidine (PCP) and amphetamines, methamphetamine, or other drugs that may be specified by future SAMHSA direction.

Section 6. The testing laboratory shall first use an initial immunoassay screen to analyze the urine specimen. Positive results will be retested using the gas chromatography/mass spectrometry screen. If the results are positive again, the Medical Review Officer (MRO) will give the employee tested an opportunity to discuss the results and provide documentation of legally prescribed medication.

Section 7. 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.

Section 8. 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.

Section 9. Termination under this provision including the circumstances surrounding the conduct of the drug or alcohol test shall be fully subject to the Disputes provision (ARTICLE 14) of this agreement.

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 (3) years to maintain their safety awareness and competence. The Union will notify Employers when OSHA 10-Hour classes are scheduled.

Section 6. All Cement Mason shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer will provide non-prescription safety glasses, hard hats and other OSHA required safety equipment. 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
UNION LOCAL MERGERS & CONSOLIDATIONS

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

Effective April 1, 1996, the following Cement Mason Locals were merged into Local #18, Area #539, Central Illinois with office located in Peoria:

Local #539, Springfield for Cass, Menard, Sangamon Counties

Local #539, Springfield for Southern Half of Christian County and northeastern part of Montgomery County

Local #539, Springfield (Formerly Local 137, Quincy) for Adams, Brown and Pike Counties

Local #830, Macomb, for Hancock, McDonough & Schuyler Counties

The wage rates by counties are notated in **Addendum A (Wage Rates)**.

ARTICLE 23
CONTRIBUTIONS

Section 1. Industry Advancement Fund.

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.

Section 2. International JATC.

Each Employer agrees to pay seven cents (\$0.07) per hour for all hours worked under this agreement to the International Apprenticeship Fund ~~or any other amount listed on the wage addendum issued by Local 18~~ specified by Addendum A. The seven-cent (\$0.07) contribution is part of the total package increase, not an addition to the total package increase.

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.

Section 3. Apprenticeship Contributions. The Employer contributions for Apprenticeship and Training shall be paid into the Local 18 Joint Apprenticeship and Training Fund for each hour worked by Cement Mason Journeyman and Apprentice represented by Local #539 as specified in **Addendum A (Wage Rates)**.

Section 4. Annuity Contributions. The Employer contributions for annuity, as listed in **Addendum A (Wage Rates)**, shall be paid into "The Employers' and Illinois Operative Plasters' and Cement Masons' Annuity Fund" for employees represented by Area #539 for work performed in Adams, Brown, Cass, Christian, Hancock, McDonough, Menard, Pike, Schuyler and Sangamon Counties, the northeastern part of Montgomery County including the cities of Nokomis, Ohlman and Wenonah and the Southern half of Henderson County in Illinois, provided said fund complies with Section 302 (c) of the Taft-Hartley Act, remains valid under provisions of ERISA, and maintains a "Qualified" and "Exempt" status under the U.S. Internal Revenue Code.

Section 5. Pension Contributions. The Employer contributions for pension shall be paid into "The Employers and Illinois Operative Plasterers' and Cement Masons' Pension Fund" for employees represented by Area #539, provided said fund remains valid under provisions of ERISA and maintains the required "Qualified" and "Exempt" status under the U.S. Internal Revenue Code.

Section 6. Health & Welfare Contributions. The Employer contributions for Health & Welfare shall be paid into the Construction Industry Welfare Fund of Central Illinois: 34 East Springfield Avenue, Champaign, Illinois 61826 for employees represented by Area #539 provided said fund remains valid under

provisions of ERISA and maintains the required "Qualified" and "Exempt" status under the U.S. Internal Revenue Code.

Section 7. Failure to Pay Contributions. It is agreed insofar as the terms of this Agreement are concerned that failure or refusal to make the payments required by this agreement to negotiated funds shall be grounds for removal by the Union of its members from any employer delinquent in such payments. The Union shall notify the contractor involved and the AGC of Illinois of such delinquencies before withdrawing services of its members for non-payment.

Section 8. Payments and Reports. Payments to all negotiated funds required by this agreement shall be made in accordance with the instructions of the trustees or administrator(s) of said funds, notwithstanding any other provisions of this agreement.

The Employers further agree to submit reports on or before the fifteenth of each month showing the name and social security number of each employee employed by such Employer during the previous month; the number of hours for which wages were payable; and such other payroll information as the Administrator(s) may require for the proper administration of such negotiated funds.

Section 9. Dues Check-Off.

1. Any local covered by this agreement may, with a minimum 60 day notice to the Association, institute a dues check-off which complies with Section 302(c)(4) of the National Labor Relations Act. Any check-off so instituted will begin on the first day of a month.
2. 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 in an amount provided in a wage schedule included in this Agreement, the dues and assessments and remit same to the duly authorized representative of the local involved, of the International Union involved, or of any other affiliate of the International Union, as directed in writing by said union, together with a list of the names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and the Union, said notice to be 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 the termination of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed by an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner.

ARTICLE 24
VACATION FUND

Vacation Fund Deduction. It is specifically agreed and understood by the parties hereto that after-tax deductions to a Vacation Fund shall be contingent upon the adoption and execution of a valid Trust Agreement, Fund Description and Rules, signed Employee Deduction Cards and any other legally-required documentation prior to the employer making employee deductions to the vacation fund. The AGC of Illinois shall be notified in writing at least sixty (60) days prior to the anniversary day of this contract of an after-tax Vacation Fund deduction so it may be made a part of an Addendum to this agreement.

ARTICLE 25
CONCRETE SPREADER

Employees working as Concrete Spreaders may perform the following duties such as the placement of concrete for the journeyman to strike or rod off to proper finishing of said concrete, dumping of said concrete, vibrating of said concrete or preparatory work of final grading of said pour.

Wages for Concrete Spreader or work not herein specified shall be determined by both parties to this Agreement.

ARTICLE 26
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 bonafide 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 or 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.

ARTICLE 27
GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 28
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 29
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) days, 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.

Signed this _____ of _____, 2016.

FOR THE ASSOCIATION:

**THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

FOR THE UNION:

**CEMENT MASONS
LOCAL 18, AREA 539**

Allan Reyhan, Jr. Date
AGCI Negotiating Committee

Steve Clement Date
Business Manager

David A. Mifflin Date
AGCI Negotiating Committee

Mark Winkler Date
Business Agent

Frank Kazenske Date
Director of Labor Relations

