

AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

CEMENT MASONS LOCAL #143 (CHAMPAIGN)

FOR

HEAVY/HIGHWAY

IN

WASHINGTON COUNTY, ILLINOIS

APRIL 1, 2019

MARCH 31, 2022

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## **CEMENT MASONS LOCAL #143 (CHAMPAIGN)**

**April 1, 2019 – March 31, 2022**

### **AGREEMENT**

This Agreement, made and entered into this 1<sup>st</sup> day of April, 2019 by and between the Associated General Contractors of Illinois, hereinafter referred to as "Contractors", and Operative Plasterers and Cement Masons International Association Local #143, Champaign, IL affiliate of the Operative Plasterers and Cement Masons International Association, parties of the second part, hereinafter referred to as "Union".

For purposes of this Agreement the Associated General Contractors of Illinois is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is merely getting an area wide standard for the employment of Cement Masons. This contract shall only be binding on any contractor who individually ratifies and signs this Agreement or a facsimile thereof and the Operative Plasterers & Cement Masons International Association.

### **WITNESSETH**

Whereas it is believed to be of mutual advantage that a workable Agreement shall exist between and among the Contractors and the Union in the employment of Cement Masons Heavy and Highway Construction projects,

And whereas it is believed that such an Agreement will eliminate the disputes and work stoppages due to misunderstandings of jurisdictional awards and proper recognition of craft practices,

And whereas the parties hereto expressly identify work commonly known as highway and heavy construction herein defined as all work outside the property line. Building construction, sidewalks, steps and curb inside the property line are to be considered building construction,

### **TERRITORY**

And whereas it is desired to establish a uniform wage and uniform working conditions for Washington County, IL.

**ARTICLE 1**  
**EMPLOYING CEMENT MASONS**

The Contractor agrees to recognize the Union as the sole and exclusive bargaining agent for all employees performing work properly coming under the jurisdiction of the Operative Plasterers and Cement Masons International Association.

The Employers shall secure and employ Cement Masons under the following terms and conditions of employment: Foreman, Journeymen and Apprentices or Cement Masons who are now employees of the Employers who are signers of this Agreement and who are members of the Union of the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the seventh working day following the dates of their employment accumulated with one or more contractors.

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 shall notify the Employer in writing requiring discharge of said employee. The Contractor has the privilege of determining the number of employees any portion of the work shall require.

The Employer reserves the right to hire or not to hire any applicants seeking employment.

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

It is agreed that neither the Employer nor the Union shall engage in or encourage employment practices which discriminate against applicants or employees on the basis of race, color, creed, religion, national origin or any other characteristic protected by law.

The Employer agrees to notify the Business Agent prior to starting a job in the area covered by this Agreement.

Any Employer shall be allowed fifty percent (50%) men on any project or job if signatory to this Agreement. At no time shall the number of key men allowed exceed the number of referred employees on any project or job. When the working contractor and/or foreman is not a referred employee, then he shall be considered a key man as stated above.

## **ARTICLE 2 CRAFT JURISDICTION**

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

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

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

## **ARTICLE 3 TOOLS**

Employees agree to furnish their own small hand tools, such as float and trowel, and other small tools commonly used in the trade, except buckets and sledge hammers. Employees to be charged for special tools furnished by the Contractor, if not returned when employment ceases, and the Contractor agrees to furnish large tools, special edgers, rubbing stone with handles, cork floats, and clean sanitary respirators. Hard hats shall be furnished by the Employer and the employee shall be required to return the hard hat at the completion of the job or have the cost of same deducted from his final payment of wages. Employees are urged to furnish their own hard hats, the Employer to sell them at cost to the employees.

## **ARTICLE 4 WORKING HOURS**

**Section 1. Eight Hour Day Schedule.** Eight (8) hours shall constitute a day's work and the hours between 7:00 a.m. and 5:00 p.m. Except where conditions arise and the representative on all crafts concerned on the job agree on a different starting time, and in such event the Cement Masons agree to work eight (8) consecutive hours (lunch period excepted) from starting time. Any contractor calling for Cement Masons shall give notice as of noon the day before the starting time.

Eight (8) hours shall constitute a day's work. All work performed in excess of eight (8) hours per day, Monday through Friday, and all work performed on Saturdays shall be

paid at the rate of time and one-half the basic rate of pay. All work performed on Sundays and holidays shall be paid at the rate of double the basic rate of pay.

Employees will be paid weekly and a maximum of five (5) days pay may be withheld.

The lunch period shall be between 11:00 a.m. and 1:00 p.m. Cement Masons who work through any part of their lunch period shall be paid for such work at the overtime rate. If a finisher misses lunch because of work he shall be paid at the rate of double time.

Employees shall receive supertime with pay after 6:00 p.m.

When concrete is poured previous to regular starting time, a Cement Mason shall be on the project. When extra men are called on the project to help finish concrete after starting, their time shall start with the regular crew.

**Section 2. Ten Hour Day Schedule.** Where not prohibited by law, and upon forty-eight (48) hour notification to the Union, the Contractor may choose the option of working four (4) ten (10) hour days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1½) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There will be no pyramiding of overtime in this Agreement. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, Saturday may be used to make up the remaining hours needed to complete a forty (40) hour work week, with all hours in excess of forty (40) for the work week being paid at the applicable overtime rate. Provided however, Cement Masons who work during the week are called first. In addition, Cement Masons will receive time and one-half (1½) if any other craft working on the job on Saturday receive time and one-half (1½).

The Employer agrees that when using this option it shall be for the duration of the job or until the Employer notifies the Business Agent, one (1) week in advance, that the Employer elects to return to a five (5) day, eight (8) hour schedule for the duration of the job, and cannot be changed again unless mutually agreed upon by the Business Agent and the Employer.

**Section 3. Special Shift.** With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 per hour over the base rate of pay 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.

**ARTICLE 5  
REPORTING TIME**

1. The Contractor agrees that he or his representative shall notify the head Cement Mason of the number of men needed for work on the following day. When an employee is ordered out and, through no fault of said employee, he is not put to work or employed for less than two (2) hours, the Employer shall pay employee for two (2) hours minimum, and further provided that said employee remains on the job during said two (2) hours. This reporting time shall not apply provided the Employer calls the employee a minimum of two (2) hours before starting time. This two (2) hour notice limit may be changed by an agreement on the job.

If the employee has no phone the Employer shall not be held responsible for show-up time. If employee elects to leave the job he will be paid only for the time spent on job. Except in case of inclement weather, if employee works more than two (2) hours he shall be paid for four (4) hours provided he stays on job or is told to do otherwise. Except in case of inclement weather, if employee works more than four (4) hours, he shall be paid for eight (8) hours work provided that he stays on the job or is told to do otherwise. In case of inclement weather, or major equipment breakdown the employee shall be paid for actual hours worked, but in no case shall this time be less than two (2) hours.

2. In the event inclement weather occurs for Cement Masons finishing concrete a minimum of four (4) hours will be paid if work is allowed to start. If work progresses beyond four (4) hours Cement Masons finishing concrete and inclement weather occurs eight (8) hours will be paid.

**ARTICLE 6  
HOLIDAYS**

The following holidays shall be regarded as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If a legal holiday listed above falls on Sunday it shall be observed on Monday. If a listed holiday falls on a day other than a Sunday, it shall be celebrated on that day.

**ARTICLE 7  
INSURANCE**

The Contractor agrees to file a certificate of Workman's Compensation Insurance from a reliable company and date of expiration of the policy with the Union or its official representative, which information shall be available on demand. The Contractor shall also have an Employer's number and shall pay social security on any employee covered by this contract. He shall further elect to come under the Illinois State Unemployment

Compensation Insurance on all employees regardless of the number employed. Employees will work only for recognized and qualified contractors who supply all material and labor.

## **ARTICLE 8 FOREMAN**

**Section 1.** When one (1) to seven (7) Cement Masons are employed on any project, one shall act as working foreman at foreman's rate of pay of one dollar (\$1.00) per hour above the base rate of pay.

**Section 2.** When a total of eight (8) Cement Masons are employed on one project, the foreman shall not use his tools and apprentices shall not be counted in the non-working foreman requirement.

## **ARTICLE 9 STEWARD**

The Contractor agrees to recognize the right of the Union to select a Steward. It shall be his duty to hear and attempt to adjust disputes and grievances and in the case of accident to see that the employees covered by this contract and their personal belongings are cared for. Loss of time caring for sick or injured members shall be paid for by the Contractor within the working hours of the day of sickness or injury. In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

## **ARTICLE 10 UNION REPRESENTATIVES**

Representatives of the Union shall not be denied access to the Contractor's office or to any part of the Contractor's office or to any part of the Contractor's project for the transaction of necessary business with the Contractor or the employees covered by this contract.

The Employer agrees to hold a pre-job conference if requested by the Local Union.

## **ARTICLE 11 GENERAL WORKING RULES AND CONDITIONS**

When overtime is necessary, all the men on the job shall be allowed to work such overtime or if this is not practical and men required to work overtime shall be changed



each day so that such overtime shall be distributed as nearly equally as possible among the men on the job.

Finishing machines, troweling machines or floating machines may be used only by the Cement Masons.

Cement Masons must be used to finish all concrete footings, walls and foundations poured and brought to a true surface with any finishers tools or improvised finishers tools.

No employee shall be required to work where open salamanders fired by gasoline, coal, oil, coke or any torch which is injurious to the health of the employees are used. Salamanders in particular must be piped to a flue or outside opening.

On any job where overtime is necessary, the Contractor's representative shall have the authority to designate the number of men to be retained on the job to complete any operation after eight (8) hours work; and the Contractor or Contractor's representative assumes all responsibility for workmanship and workman may request signed Workmanship Release for work.

## **ARTICLE 12 SUB-CONTRACTORS**

The Employer agrees not to use the services of sub-contractors performing any work at the site of the project who do not observe wages, hours, conditions of employment and jurisdiction of work as established by this Agreement.

## **ARTICLE 13 DISPUTES**

**Section 1.** The Cement Masons agree that there shall be no stoppage of work on account of any differences which might occur between the contractor and the Union or the International, or between the Union and any other craft over jurisdictional disputes. If a dispute arises and cannot be settled between the Local Representatives and the Contractor and any other crafts within twenty-four (24) hours, a fax, email, or certified letter is to be sent to the General Office of the Operative Plasterers and Cement Masons International Association requesting the presence of an International Representative and the International agrees to furnish such representative upon receipt of such request. Decisions of the National Building Trades Department shall be final on all jurisdictional disputes except where a jurisdictional dispute involves any Union or Employer not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the Unions and Employer involved. The dispute may be submitted to the National Labor Relations Board for settlement.

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

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

## **ARTICLE 14 WAGES**

**Section 1. Wages.** The parties hereto agree that the employees' base hourly rate April 1, 2019 shall be as listed in Addendum A. Effective April 1, 2019 the rate will increase one dollar and twenty-five cents (\$1.25) per hour. Effective April 1, 2020, the rate will increase one dollar and twenty-five cents (\$1.25) per hour. Effective April 1, 2021, the rate will increase one dollar and twenty-five cents (\$1.25) per hour.

Plus twenty-five (.25) cents per hour above the basic rate of pay for running power equipment of the trade.

Plus twenty-five (.25) cents per hour when working over twenty-five (25) feet above the ground, water or floor level. This applies to swinging scaffolds only. A swinging scaffold shall be defined as a scaffold hung by rope or cable. On stacks and silos a premium of twenty-five (.25) cents per every twenty-five (25) feet shall apply for work performed on swinging scaffolds hung by rope, cable or jacks.

**Section 2. Fringe Benefits.** A pension contribution as listed in **Addendum A** will be made by the Employer to the HealthScope Benefits P. & C.M. - H & W. Fund, P.O. Box 50440, Indianapolis, IN 46250. On all overtime work the contribution shall be at the straight time rate.

A Health & Welfare contribution as listed in **Addendum A** will be made by the Employer to the Construction Industry Welfare Fund, 34 E. Springfield Ave., Champaign, IL 61820. Contributions on overtime hours shall be at the straight time rate.

In addition to the per hour wage rates, the Employer shall contribute the amount listed in **Addendum A** for each hour worked by each employee covered by this Agreement to the Cement Masons Local 143 Joint Apprentice and Training Fund and mail it to the HealthScope Benefits Apprentice Fund, P.O. Box 50440, Indianapolis, IN 46250.

Union trustees shall be appointed by the Cement Masons Local 143 and Employer trustees by the Employers who both shall serve as the Joint Apprenticeship Committee to administer this fund and apprenticeship program.

The Union may distribute any part of the negotiated wage increase into the existing negotiated funds, provided, such increase is requested and AGC of Illinois is notified at least sixty (60) days prior to its effective date on each anniversary of this Agreement. For purposes of this clause only, the anniversary dates are April 1, 2020 and April 1, 2021. Changes in contribution amounts to any of the Funds listed in this Article shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the Union notifies AGC of Illinois of its request, an addendum in writing describing such change(s) shall be incorporated into this Agreement.

The provisions of the Trust Agreement shall meet all the requirements of Section 302 of the Labor Management Relations Act of 1947, and any other applicable laws. When said Trust Agreement has been adopted, the Employers and the Union agree to become parties to such Agreement and to be bound by all the terms and provisions thereof.

The trustees of the pension fund shall, among other things, have the authority to determine the type and amounts of benefits to be provided, and the rules and regulations governing entitlement to such benefits, provided, however, that the pension plan to be established shall conform at all times to the applicable requirements of the Internal Revenue Service so as to insure the tax exempt status of the pension fund and the right of contributing Employers to treat contributions to the pension fund as deductions for income tax purposes.

### **Section 3. Industry Advancement Fund.**

1. **Effective April 1, 2019** the Employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of **twenty** cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement **for the duration of 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 **the advancement of Heavy/Highway and Utility construction in the state of Illinois.**

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 law suit, 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 cost.

**Section 4. Dues Check-off.** Effective April 1, 2019, the Employer agrees to deduct as listed in Addendum A. All monies deducted shall be subject to withholding taxes.

Upon receipt of any employee's written authorization which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wage, the above stated amounts for each full hour of straight time pay for Union dues and the Employer shall remit the amount so deducted monthly to the Union together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorization may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of Collective Bargaining Agreement, whichever occurs sooner. The Union shall have the sole responsibility for providing such signed authorizations to the Employer. The Employer shall have no obligation to make such a deduction in the event that such authorization is not provided for all employees working on a particular project. Local 143 shall maintain current dues check-off authorization forms 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.

#### **Section 5. Employee Saving Fund.**

A. For the purpose of augmenting the funds available to employees in case of slacking periods, to encourage savings as a means of building a reserve, an employee savings plan is hereby created.

B. **Monthly reporting form.** A payroll deduction, subject to withholding taxes, of a stipulated amount per hour for each employee covered by such collective bargaining agreement will be forwarded to the plan by each employer. The amounts deducted are determined pursuant to the aforementioned collective bargaining agreement which is incorporated by reference as a part of the Agreement. Savings deductions shall be

forward to HealthSCOPE by each Employer not later than the 10<sup>th</sup> day of the month following the month for which the deductions are due. The amounts deducted by each employer pursuant to such collective bargaining agreement shall be forwarded to HealthSCOPE accompanied by a reporting form supplied by HealthSCOPE and completed by such employer, which shall set for the employer, the employees covered, and the amount due for each individual employee, and the hours worked. There shall be one copy of the reporting form to be returned the HealthSCOPE and HealthSCOPE will forward a copy of such reporting form to the Union with the month-end reports. HealthSCOPE shall neither have an obligation to collect the amounts to be deducted for each employee, nor to make inquiry into the terms of the collective bargaining agreement.

### **Section 6. Payment of Wages.**

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

**Section 2.** If an employee is discharged or laid off, he shall be paid immediately. If 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 the employee is entitled. The terminated employee's paycheck shall be overnight mailed to the address provided to the Employer by the employee within twenty-four (24) hours, weekends and holidays excluded. If the check is not at the provided address the following day, the employee shall receive two (2) hours pay at straight time rate for each day the check is late. When an Employee quits of his own accord, he shall wait for the regular payday for his wages.

## **ARTICLE 15 COMPLETION OF WORK**

***THIS SECTION INTENTIONALLY LEFT BLANK.***

**ARTICLE 16  
APPRENTICE WAGE RATE SCHEDULE**

It is mutually understood by the parties hereto that the use of Apprentices shall be encouraged on all jobs and they may be employed on the following basis: Two Journeymen, one Apprentice; six Journeymen, two Apprentices; ten Journeymen, three Apprentices. At no time shall the Employer have on any one project trainees or Apprentices unless Journeymen are employed on the project.

**APPRENTICES AND APPRENTICE WAGE RATE SCALE**

First six (6) months.....	50% of Journeyman rate
Second six (6) months.....	65% of Journeyman rate
Third six (6) months.....	80% of Journeyman rate
Fourth six (6) months.....	85% of Journeyman rate
Fifth six (6) months.....	90% of Journeyman rate
Sixth six (6) months.....	95% of Journeyman rate

There shall be no Contractor or Contractor's superintendent discrimination against any member of the organization for his Union activities on any previous job.

**ARTICLE 17  
SAFETY**

**Section 1. 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 2.** By May 1, 2004, 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.

**Section 3.** 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.

**Section 4.** Fresh drinking water and clean utensils shall be furnished by Employer on every job. When a job requires Finishers five (5) or more consecutive days between April 15 and October 30, ice water shall be provided.

## **ARTICLE 18 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 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 may consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Any random testing conducted shall utilize a computerized software program capable of blindly selecting employees by the random selection of their social security numbers. Reasonable cause shall include, for example, but is not limited to, visible impairment, possession, reports of on- or off-duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

**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 applicable 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 Substance Abuse and Mental Health Service Administration (SAMSHA) approved.

**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 Service Administration (SAMHSA) direction.

**Section 6. Test and Test Results.** All drug tests, as provided for in this Article, shall use the immunoassay drug screening test as the initial test. All positive test results by this method will be confirmed using the Gas Chromatography/Mass Spectrophotometry methodology on a urine specimen. Final determination of a positive drug test will be made by a Medical Review Officer (MRO) or equivalent. The cutoff levels for determining a positive test for both of these methodologies shall be those recommended by the Substance Abuse and Mental Health Service Administration (SAMHSA).

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

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

**Section 10.** 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 13**) of this agreement.

**Section 11.** AGC of Illinois and Cement Masons Local #143 in Washington County agree to work mutually together with other Associations and highway crafts in developing a District #9 type E-BOLT Drug Screening Substance Abuse Policy and upon completion, by way of addendum, added to this Agreement.



**ARTICLE 19  
SAVINGS CLAUSE**

Should any part or any provision of this Agreement be rendered or declared invalid by reason of an existing or subsequently enacted legislation by any decree of Court of Competent Jurisdiction such invalidation of such provisions of this Agreement shall not invalidate the remaining parts or provisions hereto; provided, however, upon such invalidation the parties agree to meet without delay and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 20  
COMPLETENESS OF AGREEMENT**

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



## Employer Signature Page

\_\_\_\_\_  
Employer *(please print)*

\_\_\_\_\_  
Chris Butler  
Business Manager, Local #143

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local #143 – Champaign      Date

\_\_\_\_\_  
Employer      Date

