

AGREEMENT BETWEEN

**THE ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS**

AND

**OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION**

LOCAL #18, AREAS 152, 206, 539, and 12

COVERING

HIGHWAY/HEAVY and UTILITY CONSTRUCTION

IN

THE STATE OF ILLINOIS

EFFECTIVE: MAY 1, 2022

EXPIRES: APRIL 30, 2025

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AGREEMENT

This Agreement is entered into on this 1st day of May 2022 by the Associated General Contractors of Illinois, for and on behalf of contractors who have so authorized it, and Operative Plasterers and Cement Masons International Association, Local #18 Areas 152, 206, 539 and 12, the Union. This Agreement covers Highway/Heavy and Utility Construction in all of Dewitt, Macon, Peoria, Tazewell, Marshall, Mason, that portion of Fulton south of Route 8 and east of Route 78 and that portion of Woodford County north and west of Route 116, Route 116/117 Route 117 (addenda) and Knox, Warren, the portion of Mercer south of Route 17 and east of Route 94, Fulton County north of Route 9 and west of Route 78 (addenda), McDonough, southern half of Henderson in Highway District 4, Adams, Brown, Cass Hancock, Logan, Menard, Morgan, Pike, Sangamon, Schuyler, Scott, Christian, northeastern part of Montgomery (including the cities of Nokomis, Ohlman, and Wenonah) in Highway District 6 ~~and part of Shelby County in Highway District 7~~ in the state of Illinois. deleted 9/18/2023

Individual Employers signatory hereto who are not members of 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 Employer notifies the Union in writing that it revokes such authorization. Further, 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 non-member Employers signatory hereto.

Article 1 Craft Jurisdiction

Bargaining Unit Employees ("herein after referred to as Employees") shall do the following work: foremanship over all concrete construction, all concrete and composition work such as bridges, curbs and gutters, sidewalks, driveways, streets and roads, mass or reinforced concrete slabs, all concrete overlays using any type of materials, and all flat surfaces of concrete, with the exception of asphaltic material. The rodding and finishing of same, whether done by float, trowel, machine or any other process. The finishing or washing of all concrete construction, using any color pigment when mixed with cement whether done by brush, broom, trowel, float or any other process. The striking off, floating, and finishing of all walls, piers, and footings. The setting of strips, screeds, stakes, grade stakes and curb forms. The setting of all sidewalk forms whether wood or steel forms are used. The setting of all curb and gutter forms whether wood or steel forms are used. The setting of all forms (whether wood or steel) for paved ditch and slope walls, paving, cam, parking lots, driveways, storage lots and any other flat surfaces of concrete. The setting of all string line including but not limited to sensor line for slip form curb and gutter machines and slip form paving machines. The setting of top form of split forms (as in conjunction with wire mesh reinforcing and rebar), where form is used as a bulk head or to establish grade. The setting of all expansion joints in

sidewalks, driveways, curb and gutter, paving and other flat surfaces of concrete. Caulking of all expansion and control joints with polyurethane and/or urethane sealants. The sawing and scoring of all concrete including but not limited to sidewalks, curbs, parking lots, roads, etc., with a skill saw, self propelled saw or any other machine used for that purpose. All preparation work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., the patching, brushing, chipping, and bush-hammering, rubbing or grinding if done by machine or Carborundum stone of all concrete construction. Employees claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironited plasteweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to. The Cement Masons shall operate all vibrating screeds, laser screeds, or strike off that which is motor driven for the purpose of bringing concrete slab to grade and ready for finishing. Cement Masons shall operate floating machines and troweling machines that are being used on sidewalk or any other flat surface where material is being placed and finished.

In reference to the laser screeds in the above paragraph, a contractor that rents a laser screed and has assigned the operation of such laser screed to a different craft shall continue to assign laser screed operation according to past practice without any type of jurisdictional dispute. Furthermore, a contractor that purchases a laser screed shall have the right to assign its operation to the craft of the contractor's choice.

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.

Cement Masons shall do all work associated with pervious concrete, such as preparation, placement, rodding (whether a roller screed, vibrating screed, strike-off or any other method is used to bring the material to a grade), the tamping, joining, edging, and curing. Employees shall do all work associated with Decorative Concrete.

ARTICLE 2 PURPOSE

The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions, wages, provisions to promote the safety of employee, to secure economy of operations, to eliminate waste, to improve

quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

ARTICLE 3 UNION SECURITY AND 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 (8th) 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.

Any individual Employer that becomes signatory to this Agreement on a pre-hire 8(f) basis pursuant to the provisions of the National Labor Relations Act, as amended, will recognize this Agreement as an 8(f) Agreement.

Section 2. Employing Cement Masons.

(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.

(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. 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 nondiscriminatory 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 persons who immediately are considered unit members from any source available.

Section 4. Key-man clause. Any Employer working in the geographical area of the Union signatory to this Agreement shall be entitled to one (1) key man per project under the following conditions:

Section 5: Movement of Employees: In addition to a Key Man, the employer may move up to three (3) employees within the territorial jurisdiction of this Agreement from area to area. In addition the Employer may move up to fifty percent (50%) of employees from areas not covered by this Agreement to the area where the work is performed.

Section 6. Solicitation of Work. Employees may solicit their own work. When doing so and they are hired by a contractor, the Cement Mason will notify the Union Hall within eight (8) hours from time of hire.

Section 7. Recall. The Employer shall have the right to recall any former employee covered by the Agreement who has previously been employed by the Employer within the last two (2) years, and within the said territorial jurisdiction and who is available for work, contingent upon notification of Union Hall prior to employment.

Section 8. Bargaining Agent. 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 9. 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 employee representatives.

(B) An Employer is encouraged to employ Apprentices in accordance with the ratio of Apprentices to Journeyman as established by the JATC Standards. An Employer who employs four (4) or, more Journeymen shall 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 Standards direct but shall not be less than 75% first year 85% second year and 95 % third year. The apprentice wage can only be changed at the same time the Addendum is updated annually.

(D) Pre-Apprentice/Tender.

Pouring, spreading, vibrating, all preparatory work done for the placement of concrete. Pre-Apprentice shall receive 60% of Journeyman wage rate, immediately receive the health and welfare contribution and will be eligible for the annuity contribution after three (3) months of employment. This classification to be used only with permission of the Business Manager.

ARTICLE 4 RECOGNITION

Section 1. Qualified Contractor. Employees 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. Union members who are not contractors shall not be allowed to subcontract work from any contractor, material dealers, agencies or owners.

Section 2. 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 14 Section 2, the Board shall have authority to discipline and/or collect monies due by the guilty parties.

(B) Wages shall be paid to the employee working for the Employer according to the wage scale set forth in the current Addendum to this Agreement. 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 unless a different arrangement is agreed to by the Employer and Union. Employees who are laid off on a day that is not a regular payday shall receive their pay postmarked the next business day to the address provided by the Employee.

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. If the Employer's home office has not been located within the jurisdictional boundaries of Local 18, Area 152, 206, 12, or 539 for the last two years, then the Employer must issue an Employee's final paycheck according to the following terms: Employer must mail all wages due, after lay-off or discharge, postmarked the next business day to the address provided by the Employee. If Employee does not receive a check for all wages with proof of not being postmarked the next business day after layoff or discharge, the Employee shall receive two (2) hours pay at the appropriate straight time rate for every day the check is late, (excluding Saturdays, Sundays, and Holidays). When an employee quits of his own accord, or by failing to report to work, or abandoning his place of work, he shall wait for the regular payday for his wages.

(C) Employees shall be paid once a week on the job not later than normal quitting time on Friday, except for cause beyond the control of the Employer.

(E) If no work is done on pay day, the pay checks shall be available at the job site not later than one (1) hour from regular starting time at the customary place unless other arrangements are mutually agreed to by the Employer and the Union.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. 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.

Section 2. There shall be no limit on production by 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 trade. 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.

Section 6. 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.

ARTICLE 6 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 signatory type work, such as but not limited to epoxy injection, etc., and where no signatory subcontractors are available, the above provision shall not apply. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

**ARTICLE 7
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 the grievance cannot 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, layoff or fire a Steward the same as any other employee covered by this Agreement. Except for one Foreman, the Steward shall be the last laid off, provided the Steward is qualified to perform the work at hand.

**ARTICLE 8
TOOLS & EQUIPMENT**

Section 1. Employees 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, rubber floats, and rubber boots.

Section 2. Respirators shall be furnished to all Employees while grinding, and proper provisions must be made to have same sterilized according to OSHA standards before used or issued out to Cement Masons again.

All employees referred for saw cutting, or 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. It shall be the responsibility of the Employer to notify the union when requesting a referral, that saw cutting or, grinding work may be a requirement of work to be performed.

Section 3. The contractor agrees to furnish all two (2) pound hammers and sledge hammers for the setting of forms; also, all long handle tools coming under Cement Masons jurisdiction; also, furnishing all string lines.

Section 4. Hard hats shall be worn on all jobs at the request of the Employer.

Section 5. Tools and equipment furnished to an employee by the Employer such as; rain gear, hard hats, ear protection and non-prescription safety glasses, 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 amount equal to the cost to the Employer of such equipment deducted from his pay. If the amount of cost cannot be agreed upon, it will be referred to the dispute procedures in Article 14. Section 2. Other Disputes in this Agreement.

Section 6. When it is necessary for a finished rubbing job, the Employer will instruct the Cement Mason's 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 7. 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 8. Except in cases of emergency, Contractors will refrain from handling tools of the trade.

ARTICLE 9 WORKING HOURS

Section 1. Eight-Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of seven (6:00) A.M. and five (5:00) P.M., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Agreements may be made between the Employer and Business Manager of the local in whose jurisdiction the work is being performed regarding the starting and quitting time. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1½) times the basic rate of pay.

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

on the job shall receive the overtime rate of pay as detailed in this section, with all hours in excess of forty (40) for the work week being paid at the applicable overtime rate. When Saturday is used as a makeup day, the employees of the crew who worked that week will be given first option to work the makeup hours.

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

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 ($\frac{1}{2}$) hour lunch period will be given between the 4th and 5th hour. When it is necessary to work through the lunch period, the employee shall be paid time and one half ($1\frac{1}{2}$) times the regular rate of pay. If the employee is not permitted to take a short period to eat lunch by the seventh (7th) hour, then an additional one-half ($\frac{1}{2}$) hour shall be paid at the appropriate overtime rate. In addition, employees working two hours past the scheduled quitting time who are not given one-half ($\frac{1}{2}$) hour supper break shall receive one-half ($\frac{1}{2}$) 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. If the Employee does not answer, the Employee is not eligible for the two (2) hours show up time.

Eight-Hour Schedule. 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.

Ten-Hour Schedule. 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 employees are started to work, they shall receive not less than five (5) hours pay and if they work over five (5) hours they shall receive not less than ten (10) 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, 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 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 (4th) 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 6. Premiums. On all stage, swinging, slip form or tubular scaffolds the height of twenty- five (25) to fifty (50) feet, Cement Masons shall receive seventy-five cents (\$.75) per hour above the journeyman wage. Greater than fifty (50) feet Cement Masons shall receive one dollar and fifty cents (\$1.50) per hour above the journeyman wage.

Any mechanical devices with a man basket shall receive the same height premiums as the swinging scaffold rate.

The use of Troweling Machines pays \$1.00 over basic scale and use of Riding Troweling Machine pays \$2.00 over basic scale.

ARTICLE 10 CEMENT MASON FOREMAN

When three or more Cement Masons are employed on a project, the contractor shall designate one of the Cement Masons as Cement Mason Foreman of the Cement Masons on each project whose duties shall be to give the orders to the Cement Masons, and he shall receive \$2.00 per hour above the basic rate of pay. The Cement Mason Foreman so designated shall be a working mason. There shall be no more than one Foreman on each project.

When eight (8) or more men are employed there will be a General Foreman appointed. 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.

ARTICLE 11 SUNDAYS AND HOLIDAYS

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 PRE-JOB CONFERENCE

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

ARTICLE 13 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 authorized lawful picket line of this Union. Nor shall the exercise of any rights protected by law be a violation of the Agreement.

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. In 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 four (4) members; two (2) appointed by the Association 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 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 all parties. The expense of the fifth member of the Board shall be borne in equal parts by both parties to the dispute.

ARTICLE 15 DRINKING WATER

Fresh cold water or bottled water in a 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 16 INJURY

Any Employees 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 employee(s) will be accompanied by a person designated by the Company. If the injured employee is unable to return to the job site, the Employer shall notify the Business Agent as soon as possible.

Terms of this article are in addition to any rights an Employee has under applicable worker's compensation law.

ARTICLE 17
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 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, 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 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.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to Article 14. Section 2. of this contract.

ARTICLE 18 WAGES, FRINGE CONTRIBUTIONS, DEDUCTIONS, & AGCI INDUSTRY ADVANCEMENT FUND

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

Section 2. Annuity Fund. Each Employer shall contribute the amount listed in Addendum for each hour worked by an employee covered by this Agreement to the Central Laborers' Annuity Fund. Such contributions shall be made on the dates and in the manner and form required by the Trustee of such Fund. Overtime hours are to be paid at the straight time rate. Please make check payable to: Central Laborers' Fringe Benefit Account. Attach contribution check to white and yellow copies of the form and mail to: Central Laborers' Fringe Benefit Funds, P.O. Box 1267, Jacksonville, IL 62651-1267.

Section 3. Health and Welfare and Dental Fund. The Employer agrees to make payments to and be bound by the Central Laborers' Welfare and Dental Fund, including

any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit contributions to the Central Laborers' Welfare and Dental Fund as set forth in Addendum A for each hour or portion thereof, including overtime hours, worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Overtime hours are to be paid at the straight time rate. Such contributions shall be made on the dates and in the manner and form required by the Trustees of said Fund. The liability of contributing Employers shall be limited to making contributions required herein. Make one check payable to the Central Laborers' Fringe Benefit Account of the Annuity, Dental and Health & Welfare and mail it to the Central Laborers' address listed above.

Section 4. Pension Fund. The Employer agrees to contribute the amount listed in Addendum A for each hour or portion thereof worked by an employee covered under this Agreement to the Central Laborers' Pension Fund, P. O. Box 1267, Jacksonville, IL 62651-1267. Overtime hours to be paid at straight time rate.

Section 5. Apprentice and Training Fund. The Employer shall contribute the amount listed in Addendum A per hour for all hours worked to the Local 18, Area Cement Masons' Apprenticeship Fund. The contributions are to be made by the fifteenth (15th) day following the month in which the work is performed. Please attach the check to a copy of the form that you use for the working dues check-off to the General Fund. Check and copy of the white form are to be mailed to:

Plasterers' & Cement Masons' Local 18 c/o Quorum
4400 Ash Grove, Suite A
Springfield, IL 62711
217-793-7200

Keep a copy for your file.

Section 6. AGCI Industry Advancement Fund

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.

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.

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.

Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.

The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the Association to enforce this Article is 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 7. Working Dues Check-off. Each Employer agrees to deduct from the above Employee's wages and pay to the Operative Plasterers' & Cement Masons' International Association, Local 18 of Central Illinois General Fund, a sum equal to 5%, or as listed in Addendum of the Union total package per hour for all hours worked by an employee covered by this Agreement, provided that the Employer has received proper and lawful assignment by the employee. The sums deducted should be in the fund account by the fifteenth (15th) day of the month following the month in which the deductions were made. Make check payable to: Local 18 General Fund. Attach the check to the white copy of the form and mail to:

Operative Plasterers' & Cement Masons' Local 18
400 N.E. Jefferson, Suite 300
Peoria, IL 61603

Keep the yellow copy for your file.

Section 8. Failure to make the required payment by the Employer at the time specified shall be deemed a gross breach of the Agreement by the Employer and the Union shall be free to take any economic action, including refusal of employees to work and picketing to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement. Said non-compliance will result in a late charge assessment by the relevant entity of not less than a percentage per fund policy of the amount due for failure of such Employer to make prompt payment of any contribution required under the terms of the Collective Bargaining Agreement with the Union.

Section 9. Bond. The Union, at its discretion, may demand a payment Bond of fifty thousand dollars (\$50,000, 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 benefit) from an Employer to guarantee payment of all fringe benefits and working dues shall submit a fifty thousand dollar (\$50,000) 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.

Section 10. Other Benefits shall be amended to include effective May 1, 2022 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 May 1, 2022 to April 30, 2025 that amount is eight cents (08¢) 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.

The Trust Agreement of the OPCMIA International Training Fund is hereby incorporated by reference into this Side Letter and Collective Bargaining Agreement and all parties agree to become and remain bound as a party to such Agreement and Declaration of Trust as set forth in Section 11, Paragraph 1 of the above referenced Collective Bargaining Agreement.

ARTICLE 19 VACATION FUND

Vacation Fund Deduction. It is specifically agreed and understood by the parties hereto that after-tax deductions to a Vacation Fund, when specified in the Addendum, shall be contingent upon adoption and execution of a valid Trust Agreement, Fund Description and Rules, signed Employee Deduction Cards and any other legally-required documentation prior to Employer making employee deduction to the vacation fund.

ARTICLE 20 MARKET RECOVERY

Section 1. 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.

Section 2. Private Work. Notwithstanding any other provisions of this Agreement, the following terms shall automatically apply to any private work (non-prevailing) where the Contractor is bidding against non-signatory or bonafide non-union contractors.

(A) Wages shall be paid at eighty percent (80%) of the journeyman rate.

(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 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 procedure 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. After May 1, 2005 Employers may request referral of Cement Masons who have completed the 10-Hour OSHA course and refuse Cement Masons who have not completed the course without penalty.

Section 6. 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 2022, until midnight, April 30, 2025, and thereafter from year to year unless either party notifies the other at least sixty (60), but not 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:

**OPERATIVE PLASTERERS' AND
CEMENT MASONS' INTERNATIONAL
ASSOCIATION
LOCAL #18, AREAS #152, 206,12, and 539**

**THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

Mark Winkler 6/10/2022
Mark Winkler Date
Business Manager

Frank Kazenske 6/10/2022
Frank Kazenske Date
Director of Labor Relations

**EMPLOYER SIGNATURE PAGE
FOR THE AGREEMENT BETWEEN
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
AND
OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION
LOCAL #18, AREA #152, 206, 12, and 539
FOR THE PERIOD MAY 1, 2022 THROUGH APRIL 30, 2025**

Legal Name of Employer

Address of Employer

City, State, ZIP

Phone Number

Email address

Name of Authorized Representative of Employer **(PLEASE PRINT)**

Signature of Authorized Representative of Employer

Date

Name of Authorized Union Representative **(PLEASE PRINT)**

Signature of Authorized Union Representative

Date



OPERATIVE PLASTERERS' AND CEMENT MASONS'
LOCAL 18 OF CENTRAL ILLINOIS
AND

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AFFILIATED WITH
 AMERICAN FEDERATION OF LABOR AND
 CONGRESS OF INDUSTRIAL ORGANIZATIONS

Effective May 1, 2022 thru April 30, 2023

AREA 12: HEAVY HIGHWAY & UTILITY CONSTRUCTION

BUILDING AND CONSTRUCTION
 TRADES DEPARTMENT

ADDENDUM A

• **The portion of Woodford County north and west of Route 116, Route 116/117, Route 117.**

UNION LABEL AND SERVICE
 TRADES DEPARTMENT

The portion of Fulton County south of Route 9 and east of Route 78.

The entirety of Peoria, Tazewell, Marshall, and Mason Counties.

The undersigned parties agree to pay the following wage and fringe benefits as listed in the current Collective Bargaining Agreement as well as the working dues deductions as follows:

Wage Rate – Journey Person	\$34.04
Health & Welfare	\$ 9.00
Annuity	\$10.99
Pension	\$11.00
Apprenticeship	\$.72
AGCI Industry Advancement Fund (IAF)	\$.20
UNION Total Package (Less IAF)	\$65.75
CONTRACTOR Total Package (Includes IAF)	\$65.95
Wage Rate – Foreman (\$2.00)	\$36.04
Wage Rate – General Foreman (\$2.25)	\$36.29
Overtime: Time & one-half	Sundays & Holidays: Double Time

Journey Person Deductions

Working Dues	\$ 3.39
<i>** Working Dues= Total UNION Package x 5% + \$0.10 (Market Recovery)</i>	
Labor Temple Fund	\$.01
International JATC Fund	\$.09

Apprentice Scale

Apprenticeship Scale	Percentage	Rate	Working Dues
First year	70%	\$23.83	\$ 2.88
Second Year	80%	\$27.24	\$ 3.05
Third Year	90%	\$30.64	\$ 3.22

FOR THE ASSOCIATED GENERAL
 CONTRACTORS OF ILLINOIS

FOR THE OPERATIVE PLASTERERS & CEMENT
 MASONS LOCAL 18 OF CENTRAL ILLINOIS

Frank Kazenske 7/22/2022
 Frank Kazenske Date
 Director of Labor Relations

Mark Winkler 7/19/2022
 Mark Winkler Date
 Business Manager

*** 7/19/2022 Updated to reflect 5.1.22 – 4.30.25 CBA*

**OPCMIA LOCAL 18 - AREA 12 Heavy Highway & Utility Construction
EMPLOYER MONTHLY REMITTANCE REPORT**

Remittance Report for the month ending _____ 20____ (Due by the 10th of the following month.)

Employer Name _____

Address _____ Email _____

City State, Zip _____ Phone _____

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER	TOTAL HOURS

Effective May 1, 2022 - April 30, 2023 OPCMIA LOCAL 18 AREA 12 Heavy Highway & Utility Construction

FUND	HOURS	RATE	TOTAL	MAIL CHECK & ONE COPY OF FORM TO EACH
HEALTH & WELFARE		9.00		Plasterers & Cement Masons Local 18 % Quorum 4440 Ash Grove, Suite A Springfield, IL62711
ANNUITY		10.99		
PENSION		11.00		
APPRENTICESHIP		.72		
Industry Advancement Fund		.20		
INTL TRAINING FUND		.09		
TOTAL				
LABOR TEMPLE FUND		.01		OPCMIA Local 18 400 NE Jefferson, Suite 300 Peoria, IL 61603
1 st Year Apprentice WORKING DUES		2.88		
2 nd Year Apprentice WORKING DUES		3.05		
3 rd Year Apprentice WORKING DUES		3.22		
Journeyman WORKING DUES		3.39		
Foreman WORKING DUES		3.47		
TOTAL				

Check One When Applicable Inactive _____ Final _____ Request Forms at: Localunion18@att.net

Authorized Signature _____ Date _____
Employers' Warranty and Acceptance: The above signed employer hereby warrants that this report accurately states all hours worked by all bargaining unit employees in its employ. In addition, the employer hereby agrees to be bound to the terms of all Local 18 collective bargaining agreements executed between the applicable unions and all relevant employer associations.



OPERATIVE PLASTERERS' AND CEMENT MASONS'

LOCAL 18 OF CENTRAL ILLINOIS
AND

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AFFILIATED WITH
AMERICAN FEDERATION OF LABOR AND
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Effective May 1, 2022 thru April 30, 2023

AREA 206: HEAVY HIGHWAY & UTILITY CONSTRUCTION

BUILDING AND CONSTRUCTION
TRADES DEPARTMENT

ADDENDUM B

The entirety of Knox and Warren Counties.

UNION LABEL AND SERVICE
TRADES DEPARTMENT

**The portion of Mercer County south of Route 17 & east of Route 94.
The portion of Fulton County north of Route 9 & west of Route 78.**

The undersigned parties agree to pay the following wage and fringe benefits as listed in the current Collective Bargaining Agreement as well as the working dues deductions as follows:

Wage Rate – Journey Person	\$31.71
Health & Welfare	\$ 7.25
Annuity	\$ 5.39
Pension	\$11.30
Apprenticeship	\$ 0.62
Industry Advancement Fund (IAF)	\$ 0.20
UNION Total Package (Less IAF)	\$56.27
CONTRACTOR Total Package (Includes IAF)	\$56.47
Wage Rate – Foreman (\$2.00)	\$33.71
Wage Rate – General Foreman (\$2.25)	\$33.96

Overtime: Time & one-half Sundays & Holidays: Double Time

Journey Person Deductions

Working Dues	\$ 2.92
<i>** Working Dues= Total UNION Package x 5% + \$0.10 (Market Recovery)</i>	
Labor Temple Fund	\$ 0.01
International JATC Fund	\$ 0.08


Apprentice Scale

Apprenticeship Scale	Percentage	Rate	Working Dues
First year	70%	\$22.20	\$ 2.44
Second Year	80%	\$25.37	\$ 2.60
Third Year	90%	\$28.54	\$ 2.76

FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS

FOR THE OPERATIVE PLASTERERS & CEMENT
MASONS LOCAL 18 OF CENTRAL ILLINOIS

 7/22/2022
Frank Kazenske Date
Director of Labor Relations

 7/19/2022
Mark Winkler Date
Business Manager

** 7/19/2022 Updated to reflect 5.1.22 – 4.30.25 CBA

**OPCMIA LOCAL 18 - AREA 206 Heavy Highway & Utility Construction
EMPLOYER MONTHLY REMITTANCE REPORT**

Remittance Report for the month ending _____ 20 _____ (Due by the 10th of the following month.)

Employer Name _____

Address _____ Email _____

City State, Zip _____ Phone _____

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER	TOTAL HOURS

**OPCMIA LOCAL 18 AREA 206 Heavy Highway & Utility Construction
Effective May 1, 2022 - April 30, 2023**

FUND	HOURS	RATE	TOTAL	MAIL CHECK & ONE COPY OF FORM TO EACH
ANNUITY		5.39		Plasterers & Cement Masons Local 18 % Quorum 4440 Ash Grove, Suite A Springfield, IL 62711
PENSION		11.30		
APPRENTICESHIP		.62		
Industry Advancement Fund		.20		
INTL TRAINING FUND		.08		
TOTAL				
LABOR TEMPLE FUND		.01		OPCMIA Local 18 400 NE Jefferson, Suite 300 Peoria, IL 61603
1 st Year Apprentice WORKING DUES		2.44		
2 nd Year Apprentice WORKING DUES		2.60		
3 rd Year Apprentice WORKING DUES		2.76		
Journeyman WORKING DUES		2.92		
Foreman WORKING DUES		2.99		
TOTAL				

Check One When Applicable Inactive _____ Final _____ Request Forms at: Localunion18@att.net

Authorized Signature _____ Date _____
Employers' Warranty and Acceptance: The above signed employer hereby warrants that this report accurately states all hours worked by all bargaining unit employees in its employ. In addition, the employer hereby agrees to be bound to the terms of all Local 18 collective bargaining agreements executed between the applicable unions and all relevant employer associations.



OPERATIVE PLASTERERS' AND CEMENT MASONS'

LOCAL 18 OF CENTRAL ILLINOIS

And

THE ASSOCIATED GENERAL CONTRACTORS of ILLINOIS

ADDENDUM B

Area 152-Dec HEAVY HIGHWAY & UTILITY CONSTRUCTION

Portions of Dewitt County, IL in Highway District #5.

The entirety of Macon County, IL in Highway District #7.

The undersigned parties agree to pay the following wage and fringe benefits as listed in the current Collective Bargaining Agreement, effective May 1, 2022 – April 30, 2025, as well as the working dues deductions as follows:

May 1, 2022 thru April 30, 2023

Journeyman – Wage Rate	\$33.42
Pension	\$13.06
Health & Welfare	\$ 7.25
Annuity	\$ 6.20
<u>Apprentice & Training Fund</u>	<u>\$ 0.67</u>
UNION Total Package	\$60.60
<u>AGCI Industry Advancement Fund</u>	<u>\$ 0.20</u>
EMPLOYER Total Package	\$60.80
Foreman – Wage Rate (\$2.00)	\$35.42
General Foreman – Wage Rate (\$2.50)	\$35.92

Journeyman Dues Check-Off	\$3.13	(5% of <u>UNION</u> total package + \$0.10 Market Recovery)
International JATC Training Fund	\$0.08	(0.13% of <u>UNION</u> total package)

Future Increases:

2023: \$1.97 2024: \$2.03

Apprentice Scale

Apprentice Classification	Percentage	Rate	Dues Check-Off
First year	70%	\$23.40	\$2.63
Second Year	80%	\$26.74	\$2.80
Third Year	90%	\$30.08	\$2.97

Please remit benefit & deduction payments to the following funds:

- Health & Welfare – Central Laborers Pension, Welfare, & Annuity Funds, PO Box 1267, Jacksonville, IL 62651
- Pension - Central Laborers Pension, Welfare, & Annuity Funds, PO Box 1267, Jacksonville, IL 62651
- Annuity - Central Laborers Pension, Welfare, & Annuity Funds, PO Box 1267, Jacksonville, IL 62651
- Working Dues – OPCMIA Local #18, 400 NE Jefferson St, Suite #300, Peoria, IL 61603
- Apprenticeship Fund – OPCMIA Local #18 JATF, c/o Quorum, 4440 Ash Grove Dr, Springfield, IL 62711

FOR THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL 18 OF CENTRAL ILLINOIS, AREA 152-Dec

Frank Kazenske
Frank Kazenske
Director of Labor Relations

5/19/2022
Date

Mark Winkler
Mark Winkler
Business Manager

5/19/2020
Date

**OPCMIA Local 18 Area 152-Dec HEAVY HIGHWAY & UTILITY CONSTRUCTION
EMPLOYER MONTHLY REMITTANCE REPORT (Effective May 1, 2022 – April 30, 2023)**

Remittance Report for month of _____ 20____ (Due by the 10th of the following month.)

Employer Name _____

Address _____

City, State, Zip _____ Phone _____

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER	TOTAL HOURS

Area 152-Dec HEAVY HIGHWAY & UTILITY CONSTRUCTION (Effective 5.1.2022 – 4.30.2023)

FUND	TOTAL HOURS	RATE	TOTAL	MAIL CHECKS WITH ONE COPY OF THIS FORM TO EACH:
INTERNATIONAL TRAINING FUND		.08		PLASTERERS & CEMENT MASONS LOCAL 18 % QUORUM 4440 ASH GROVE, SUITE A SPRINGFIELD, IL 62711
APPRENTICE TRAINING FUND		.67		
TOTAL				
1 st Year Apprentice WORKING DUES		2.63		OPCMIA Local 18 400 NE Jefferson St, Suite 300 Peoria, IL 61603
2 ND Year Apprentice WORKING DUES		2.80		
3 RD Year Apprentice WORKING DUES		2.97		
Journey person WORKING DUES		3.13		
Foreman WORKING DUES		3.23		
General Foreman WORKING DUES		3.26		
TOTAL				

Check One When Applicable: Inactive _____ Final _____ Request Forms at: Localunion18@att.net

Authorized Signature _____ Date _____

Employers Warranty & Acceptance: The above signed employer hereby warrants that this report accurately states all hours worked by all bargaining unit employees in its employ. In addition, the employer hereby agrees to be bound to the terms of all Local 18 collective bargaining agreements executed between the applicable unions and all relevant employer associations.



OPERATIVE PLASTERERS' AND CEMENT MASONS'

LOCAL 18 OF CENTRAL ILLINOIS

And

THE ASSOCIATED GENERAL CONTRACTORS of ILLINOIS

AFFILIATED WITH
AMERICAN FEDERATION OF LABOR AND
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Area 152: HEAVY HIGHWAY & UTILITY CONSTRUCTION

ADDENDUM A

BUILDING AND CONSTRUCTION
TRADES DEPARTMENT

In the County of McLean, and portions of Woodford, Dewitt, and Livingston Counties

UNION LABEL AND SERVICE
TRADES DEPARTMENT

The undersigned parties agree to pay the following wage and fringe benefits as listed in the current Collective Bargaining Agreement, effective May 1, 2022 – April 30, 2025, as well as the working dues deductions as follows:

May 1, 2022 thru April 30, 2023

Journeyman – Wage Rate	\$36.53
Pension	\$13.06
Health & Welfare	\$ 7.25
Annuity	\$ 6.20
<u>Apprentice & Training Fund</u>	<u>\$ 0.70</u>
UNION Total Package	\$63.74
<u>AGCI Industry Advancement Fund</u>	<u>\$ 0.20</u>
EMPLOYER Total Package	\$63.94
Foreman – Wage Rate (\$2.00)	\$38.53
General Foreman – Wage Rate (\$2.25)	\$38.78

Deductions

Journeyman Dues Check-Off	\$3.29	(5% of <u>UNION</u> total package + \$0.10 Market Recovery)
International JATC Training Fund	\$0.08	(0.13% of <u>UNION</u> total package)

Future Increases:

2023: \$2.07 2024: \$2.14

Apprentice Scale

<u>Apprentice Classification</u>	<u>Percentage</u>	<u>Rate</u>	<u>Apprentice Dues Check-Off</u>
First year	75%	\$27.40	\$2.83
Second Year	85%	\$31.05	\$3.01
Third Year	95%	\$34.70	\$3.20

Annuity Fund: effective May 1, 2022; Each Employer shall contribute monthly, a sum equal to \$6.20 for *each hour worked* by an employee covered by this Agreement to the Central Laborers' Annuity Fund. Such contributions shall be made on the dates and in the manner and form required by the trustees of said fund. Overtime hours to be paid at applicable overtime rate. Please make check payable to: Central Laborers Fringe Benefit Funds, PO Box 1267, Jacksonville, IL 62651.

Health & Welfare & Dental Fund: The Employer agrees to make payments to and to be bound by the Central Laborers Welfare & Dental Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit contributions to the Central Laborers Welfare & Dental Fund as set forth below for each hour or portion thereof, including overtime hours worked by an employee by this Agreement for work performed in the individual Local Union's jurisdiction. Health & Welfare & Dental contributions for overtime hours worked to be paid at the applicable overtime rate.

Each Employer shall contribute monthly a sum equal to \$7.25 for each hour worked by an employee covered by this Agreement to the Central Laborers' Welfare Fund. Such contributions shall be made on the dates and in the manner and form required by the Trustees of said Fund. The liability of contributing Employers shall be limited to making contributions required herein. Make one check payable to the Central Laborers Fringe Benefit Account of the Annuity, Dental & Health & Welfare and mail it to the Central Laborers address listed above.

Pension Fund: effective May 1, 2022; The Employer agrees to contribute \$13.06 per hour for each hour or portion thereof worked by an employee under this Agreement to the Central Laborers Pension Fund, PO Box 1267, Jacksonville, IL 62651. Overtime hours to be paid at straight time rate.

Working Check-Off Dues: Each Employer agrees to deduct from the above wages and pay to the Operative Plasterers & Cement Masons International Association, Local 18, a sum equal to 5% of the total wage package per hour, plus 10¢ per hour for Market Recovery Fund *for all hours worked* by an employee, covered by this Agreement, provided that the Employer has received proper and lawful assignment by the employee. The sums deducted should be in the fund account by the fifteenth (15th) day of the month following the month in which the deductions were made. Make check payable to: Local 18 General Fund. Attach the check to the copy of the form and mail to: Operative Plasterers & Cement Masons Local 18, 400 NE Jefferson, Suite 300, Peoria, IL 61603.

Said failure to make the required payment by the Employer at the time specified shall be deemed a gross breach of the Agreement by the Employer and the Union shall be free to take any economic action, including refusal of employees to work and picketing to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement. Said noncompliance with this penalty of not less than ten (10%) percent of the amount due for failure of such Employer to make prompt payment of any contribution required under the terms of the Collective Bargaining Agreement with the Union.

International JATC: Each Employer agrees to contribute 0.13% *per hour of total package for all hours worked* under this agreement to the International Apprentice Fund or any other amount listed on the wage addendum issued by Local 18. The check is made payable to: Plasterers & Cement Masons Local 18, c/o Quorum, 4440 Ash Grove, Suite A, Springfield, IL 62711.

Apprentice and Training Fund: The Employer shall contribute the amount of 1.1% *per hour of total package for all hours worked* to the Local 18 Area 152 Cement Mason's Apprenticeship Fund. The contributions are to be made by the fifteenth (15th) day following the month in which the work is performed. Please attach the check to the same copy of the form you use for the working dues check-off. Check and copy of the form are to be mailed to: Plasterers & Cement Masons Local 18, c/o Quorum, 4440 Ash Grove, Suite A, Springfield, IL 62711.

AGCI Industry Advancement Fund: The Associated General Contractors of Illinois Industry Advancement Fund, hereinafter called I.A.F., shall be financed by payments made by the Employer in the amount of \$0.20 (twenty cents) *per hour* worked by employees covered by this Agreement, which shall be remitted and reported on the same reporting form containing the Apprenticeship Funds. The I.A.F. contribution shall be held in trust and the purpose shall be generally to benefit and promote the construction industry. Provided, however, that no expenditure from said fund shall be made for any activity injurious to the Union. Said monies shall be paid to Central Laborers Pension Fund, PO Box 1267, Jacksonville, IL 62651.

**FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**




Frank Kazenske
Director of Labor Relations




Date

**OPERATIVE PLASTERERS & CEMENT MASONS
LOCAL 18 OF CENTRAL ILLINOIS - AREA 152**



Mark Winkler
Business Manager



Date

**OPCMIA LOCAL 18 Area 152 Bloomington HEAVY HIGHWAY & UTILITY CONSTRUCTION
EMPLOYER MONTHLY REMITTANCE REPORT (effective May 1, 2022 – April 30, 2023)**

Remittance Report for the month of _____ 20_____ (Due by the 10th of the following month.)

Employer Name _____

Address _____ Email: _____

City, State, Zip _____ Phone _____

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER	TOTAL HOURS

Area 152-Bloomington HEAVY HIGHWAY & UTILITY CONSTRUCTION (Effective 5.1.2022 – 4.30.2023)

FUND	TOTAL HOURS	RATE	TOTAL	MAIL CHECKS WITH ONE COPY OF THIS FORM TO EACH:
INTERNATIONAL TRAINING FUND		.08		PLASTERERS & CEMENT MASONS LOCAL 18 % QUORUM 4440 ASH GROVE, SUITE A SPRINGFIELD, IL 62711
APPRENTICE TRAINING FUND		.70		
TOTAL				
1 st Year Apprentice WORKING DUES		2.83		OPCMIA Local 18 400 NE Jefferson St, Suite 300 Peoria, IL 61603
2 ND Year Apprentice WORKING DUES		3.01		
3 RD Year Apprentice WORKING DUES		3.20		
Journeyman WORKING DUES		3.29		
Foreman WORKING DUES		3.39		
General Foreman WORKING DUES		3.40		
TOTAL				

Check One When Applicable: Inactive _____ Final _____ Request forms @ Localunion18@att.net

Authorized Signature _____ Date _____

Employers' Warranty and Acceptance: The above signed employer hereby warrants that this report accurately states all hours worked by all bargaining unit employees in its employ. In addition, the employer hereby agrees to be bound to the terms of all Local 18 collective bargaining agreements executed between the applicable unions and all relevant employer associations.



OPERATIVE PLASTERERS' AND CEMENT MASONS'
LOCAL 18 OF CENTRAL ILLINOIS

AND
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AFFILIATED WITH
AMERICAN FEDERATION OF LABOR AND
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Area 539: HEAVY HIGHWAY & UTILITY CONSTRUCTION
WAGE ADDENDUM

BUILDING AND CONSTRUCTION
TRADES DEPARTMENT

**Adams, Brown, Cass, Christian, Hancock, Logan, McDonough,
Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler,
Scott, and the southern half of Henderson Counties**

UNION LABEL AND SERVICE
TRADES DEPARTMENT

May 1, 2022 thru April 30, 2023

	<u>Federal Davis-Bacon</u> <u>Wage</u>	<u>Non-Prevailing</u> <u>Wage</u>
Journeyman WAGE RATE	\$31.00	\$26.66
HEALTH & WELFARE	\$10.00	\$10.00
ANNUITY	\$ 4.97	\$ 4.97
PENSION	\$11.50	\$11.50
TRAINING	\$ 0.64	\$ 0.64
AGCI INDUSTRY ADVANCEMENT FUND (IAF)	\$ 0.20	\$ 0.20
UNION - TOTAL PACKAGE (minus IAF)	\$58.11	\$53.77
EMPLOYER - TOTAL PACKAGE (includes IAF)	\$58.31	\$53.97
WAGE RATE – FOREMAN	\$33.00	\$28.66
WAGE RATE – GENERAL FOREMAN	\$33.25	\$29.66

Deductions

Journeyman Dues check-off	\$3.01 (5% of <u>UNION</u> total package + \$0.10)
International JATC Training Fund	\$0.08 (0.13% of <u>UNION</u> total package)

Future Increases:

2023: \$2.18 2024: \$2.26

Apprentice Scale

<u>Apprentice Classification</u>	<u>Percentage</u>	<u>Rate</u>	<u>Apprentice Dues Check-Off</u>
First year	75%	\$23.25	\$2.62
Second Year	85%	\$26.35	\$2.77
Third Year	95%	\$29.45	\$2.93

**FOR THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

**FOR THE OPERATIVE PLASTERERS & CEMENT
MASONS LOCAL 18 OF CENTRAL ILLINOIS**

Frank Kazenske

Frank Kazenske
Director of Labor Relations

5/19/2022

Date

Mark Winkler *5/19/2022*

Mark Winkler Date
Business Manager

**OPCMIA Local 18 Area 539 HEAVY HIGHWAY & UTILITY CONSTRUCTION
EMPLOYER MONTHLY REMITTANCE REPORT (effective May 1, 2022 – April 30, 2023)**

Remittance Report for month of _____ 20_____ (Due by the 10th of the following month.)

Employer Name _____

Address _____

City, State, Zip _____ Phone _____

Employee	Social Security Number	Total Hours

AREA 539 HH & UC (5.1.2022 – 4.30.2023)

FUND	TOTAL HOURS	RATE	TOTAL	MAKE CHECKS PAYABLE & MAIL ONE COPY TO EACH:
PENSION		11.50		Plasterers & Cement Masons Local 18 % Quorum 4440 Ash Grove, Suite A Springfield, IL 62711
ANNUITY		4.97		
INDUSTRY ADVANCEMENT FUND		.20		
INTERNATIONAL TRAINING FUND		.08		
APPRENTICE TRAINING		.64		
TOTAL				
1 st Year Apprentice WORKING DUES		2.62		Local 18 400 NE Jefferson, Suite 300 Peoria, IL 61603
2 nd Year Apprentice WORKING DUES		2.77		
3 rd Year Apprentice WORKING DUES		2.93		
Journeyman WORKING DUES		3.01		
Foreman WORKING DUES		3.11		
General Foreman WORKING DUES		3.12		
TOTAL				

Check One When Applicable: Inactive _____ Final _____ Email: Localunion 18@att.net for forms

Authorized Signature _____ Date _____

Employers' Warranty and Acceptance: The above signed employer hereby warrants that this report accurately states all hours worked by all bargaining unit employees in its employ. In addition, the employer hereby agrees to be bound to the terms of all Local 18 collective bargaining agreements executed between the applicable unions and all relevant employer associations.