

AGREEMENT

BETWEEN

ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION
LOCAL #143 – CHAMPAIGN, IL

COVERING

HIGHWAY, HEAVY AND UTILITY CONSTRUCTION

IN

HIGHWAY DISTRICT #7

Clay, Crawford, Edwards, Effingham, Fayette, Jasper, Lawrence, Richland,
Wabash and Wayne Counties

HIGHWAY DISTRICT #8

Marion County

HIGHWAY DISTRICT #9

Hamilton, Jefferson, and White Counties

EFFECTIVE: APRIL 1, **2016**

EXPIRES: MARCH 31, **2019**

**CEMENT MASONS LOCAL #143
DISTRICT #7, #8, and #9**

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THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
CEMENT MASONS LOCAL #143
HIGHWAY, HEAVY AND UTILITY

This Agreement, made and entered into this 1st day of April 2016, by and between THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS, which is the recognized bargaining unit for the Employers, hereinafter referred to as Contractor or Employer, and the OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, hereinafter referred to as the International, and Local Union #143, Champaign, IL all hereinafter referred to as Union or Employer, who have been recognized as the unit with bargaining rights for head cement masons, journeymen, and apprentice operative plasterers and cement masons for wages and working conditions in the State of Illinois consisting of the following counties in Highway Districts #7, #8 and #9: Clay, Crawford, Edwards, Effingham, Fayette, Hamilton, Jasper, Jefferson, Lawrence, Marion, Richland, Wabash, Wayne and White.

WITNESSETH:

That, whereas, it is believed to be of mutual advantage that a workable agreement shall exist between and among the contractors, and the union, and the International in the employment of cement masons on highway, heavy, and utility construction projects;

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

And, whereas, this agreement covers highway, heavy and utility construction which shall be construed to encompass all construction with the exception of building construction. For purposes of this agreement, building construction shall mean the construction of building structures inside the property line including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience;

And whereas, it is desired to establish a uniform wage and uniform working conditions within the counties covered by this Agreement in the State of Illinois; It is therefore understood and agreed between the parties hereto as follows:

**ARTICLE 1
EMPLOYING CEMENT MASONS
UNION SECURITY**

1. The employer shall secure and employ cement masons under the following terms and conditions of employment; journeymen and apprentices of cement masons who are now

employees of the employers who are signers of this agreement and who are members of the Union shall remain 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 11th day following the dates of their employment.

2. The seven day requirement as described above means seven working days accumulated with one or more contractors signatory to this agreement, or who may hereafter become signatory to this agreement.
3. The contractor has the privilege of determining the number of cement masons any portion of the work shall require.
4. 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 party of the second part shall notify the employer in writing requiring discharge of said employee.

ARTICLE 2 CRAFT JURISDICTION

1. 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 whether by flat, trowel, broom, or any other method not herein mentioned to bring concrete to a uniform surface.
2. The cement masons shall set all curb and gutter forms, pave ditch forms, and driving of all stakes and pins.
3. Cement masons shall do all rubbing of concrete surfaces on bridges, viaducts, underpasses, tunnels, and highways where uniform surfaces are required whether done by hand or machine..All pointing, caulking, and patching shall be recognized as work of the cement masons.
4. Cement masons shall do all setting of screeds of lumber, metal, or other materials to determine the proper grade of concrete, when used to serve as form such as 2" x 4"s or other planed pieces of material, when held in place by stakes and/or spreaders. Agreed upon in June 13, 1944 by U.B. of C and J. of A. and O.P. and C.M.I.A.
5. It is further agreed that the employer will assign 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 or approved by the National Joint Board of Settlement of Jurisdictional Disputes.

6. The sawing of concrete on utility work inside the property line shall be the work of the cement mason.

ARTICLE 3

BOND REQUIREMENTS

Any Contractor doing business in the jurisdiction of Local 143 that at any time fails to pay benefits in accordance with the appropriate fund documents shall, at the union's discretion, obtain and maintain during the term of this Agreement and being renewed yearly, an approved surety bond in the amount of fifty thousand dollars (\$50,000) to guarantee their employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Joint Apprenticeship and Training Fund, Industry Advancement Fund (IAF), and Supplemental Dues Check-Off. The Employer shall be responsible for payment of the bond premium covering the term of this Agreement and shall be renewed yearly. The original copy of the bond shall be filed with the Union, with copies of said bond to be filed with the various trust funds to which it shall be applicable. Such bond shall provide that it shall not be canceled without a thirty (30) days' prior written notice to the Union. The Union shall apply the above requirements on a uniform basis. This surety bond shall be revoked after sixty (60) day delinquency.

In the event of failures, defaults or refusal of the Employer to meet his obligations to their employee of the Pension Plan, Health and Welfare Plan, Joint Apprenticeship and Training Fund, Industry Advancement Fund (IAF), and Supplemental Dues Check-Off, after written notice to the Employer and bonding company, may file claim to obtain payment, costs, and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond shall remain in full force and effect for a period of one (1) year or until payment of wages and fringe benefits including Pension Plan, Health and Welfare Plan, Joint Apprenticeship and Training Fund, Industry Advancement Fund (IAF), and Supplemental Dues Check-Off payments have been satisfied.

ARTICLE 4

PRE-JOB CONFERENCE

The Employer further agrees to notify the Local Union in whose territory a project is located, in a reasonable length of time before the project is about to start.

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

ARTICLE 3 5
TOOLS

Cement masons agree to furnish their own small hand tools, such as float and trowel, and the contractor agrees to furnish large tools and any special edgers required, also rubbing stones with handles, brushes, buckets, and cork floats or rubber floats, and respirators according to State and Federal laws.

ARTICLE 4 6
WORKING HOURS

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 (7:00) a.m. and five (5:00) p.m., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Agreements may be made between the Employer and Business Manager of the local in whose jurisdiction the work is being performed regarding the starting and quitting time. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1½) times the basic rate of pay.

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

2. When employees covered by this agreement are required to work overtime past 6:30 p.m. they shall be allowed one-half (½) hour with the overtime rate of pay for their supper period. For every four (4) hours after the supper period an additional one-half (½) hour with overtime rate of pay shall be allowed for lunch.
3. Forty (40) hours, Monday through Saturday, shall constitute one (1) week's work and shall be recognized. All work done over forty (40) hours at the basic rate of pay during that same week, shall be paid at the rate of one and one-half (1½) times the basic rate of pay.
4. Saturday is to be considered as a make-up day to be worked at the basic rate of pay up to eight (8) hours work, provided forty (40) hours have not been worked Monday through Friday. If other crafts work that Saturday at time and one-half (1½), then the Cement Masons shall also receive time and one-half (1½).
5. 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 workweek, with all hours in excess of forty (40) for the workweek being paid at the applicable overtime rate.

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.

6. The cement masons crew time shall start when the mixer starts.
7. Cement masons shall be allowed fifteen (15) minutes before quitting time to clean their tools.
8. Where scaffolding is required, safe scaffolding shall be provided for all parties.
9. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an Owner and the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

ARTICLE 57 PAYMENT OF WAGES

If an employee is discharged, 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 employee is entitled. The terminated employee's pay check shall be mailed to the address provided to the Employer by the employee within twenty-four (24) hours, weekends and holidays excluded. Penalties for late payments are listed below. If an employee is laid off and the employer does not have facilities at the job site to prepare payroll checks, the employers or his representative shall give to the employee laid off a slip stating the number of hours and the amount of wages to which he is entitled. His paycheck shall be mailed to his home address within seventy-two (72) hours. If the pay check is not postmarked within seventy-two (72) hours, the employee shall be considered as remaining on the payroll from the end of the seventy-two (72) hours until the postmark date and time. The pay for this period shall be straight

time, eight hours per day for each regular working day. There shall be no pay for Saturday, Sunday or holidays.

ARTICLE 6 8 **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. **The pay for holidays, if worked, shall be at the double-time rate. Provided, however, by mutual agreement between the contractor and the business manager of the local union, Veterans' Day holiday can be scheduled the day after Thanksgiving.**

All worked performed on Sunday shall be paid at the double-time rate.

ARTICLE 7 9 **HEAD CEMENT MASONS**

When three (3) or more cement masons are employed the contractors shall designate one of the cement masons as head cement mason of the cement masons on each project, whose duties shall be to give the orders to the cement masons, and he shall receive one dollar and fifty (\$1.50) cents per hour above the basic rate of pay. The head cement masons so designated shall be a working cement mason.

ARTICLE 8 10 **REPORTING**

1. A pre-job conference may be requested by either party before starting a new job.
2. When cement masons are regularly employed and report for work or when cement masons are hired and bring their tools on to the job and not started to work, they shall receive 2 hours pay. If the cement masons are started to work, they shall receive not less than 4 hours pay and if they work over 4 hours they shall receive not less than 8 hours pay. The above shall not apply when inclement weather or conditions beyond the reasonable control of the contractor makes it impractical for work to proceed, in which case cement masons shall be paid actual hours worked, minimum of two (2) hours pay. If cement masons are told to wait after reporting for work and not put to work they shall receive pay for actual waiting 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. The employer reserves the right to hire or not to hire any cement mason seeking employment.

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

ARTICLE 9 11 **SPHERE OF PROJECT**

The cement masons agree that in the event any contractor who is a member of the Association has a project that starts within the counties covered by this Agreement, they will continue the project into other territory until completed, under the same terms and conditions as contained in this Agreement, without any change in working conditions, or in the personnel of the crew of the cement masons.

ARTICLE 10 12 **MOVEMENT OF EMPLOYEES**

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

ARTICLE 11 13 **DISPUTES**

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 representative and the contractor and any other crafts within twenty-four (24) hours, a telegram is to be sent to the General Office of the Operative Plasterers and Cement Masons International Association, requesting the presence of an International Representative, and the International agrees to furnish such representative upon receipt of such request. Decisions of the National Building Trades Department shall be final on all jurisdictional disputes except where a jurisdictional dispute involves any Union or Employer not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the Unions and Employer involved, the dispute may be submitted to the National Labor Relations Board for settlement.

2. Except for violations of **Article 1, Union Security** and **Article 13, Wages**, there shall be no slowdowns, strikes or lockouts during the term of this Agreement. 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 Association 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.
3. The Arbitration Board shall be a permanent institution but its individual members may be changed at any time by their respective organizations.

ARTICLE 12 14 **APPRENTICES**

1. In order to maintain a sufficient number of skilled journeymen cement masons in the industry covered by this Agreement, the necessity for the employment of apprentices is recognized and the training and employment of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by both the Union and the contractor.
2. On highway and airport construction the contractors shall not be required to use apprentices, however, providing the contractor so elects, when three or more journeymen cement masons are employed by the contractor one apprentice shall be permitted; five or more, two shall be permitted; seven or more, three shall be permitted; ten or more, four shall be permitted.
3. On bridge construction work the contractors shall not be required to use apprentices, however, providing the contractor so elects, an apprentice shall be permitted for each journeyman cement mason employed by the contractors (provided, however, that when the local union, upon demand by the contractor, is unable to furnish the required journeymen cement mason then the contractor may employ an apprentice instead).

ARTICLE 13 15 **WAGES, FRINGE BENEFITS & DEDUCTIONS**

1. The parties hereto agree that the journeymen cement masons' hourly wage and contribution rates are as set forth in wage **Addendum A** of this Agreement.

The contribution amounts set forth in Addendum A shall be paid for each hour worked into the Construction Industry Welfare Fund, Champaign, IL, pursuant to Section 5 and 6 below.

The contribution amount set forth in **Addendum A** shall be paid for each hour worked into the Indiana State Council of Plasterers & Cement Masons Pension Fund pursuant to Section 5 and 6 below.

Contributions, listed in **Addendum A**, shall be paid into the Apprentice Training and Education Fund for Local #143.

Local #143 Dues Check-off, pursuant to Article 14, are set forth in **Addendum A**.

Effective April 1, 2016	+ \$1.15 to be distributed
Effective April 1, 2017	+ \$1.15 to be distributed
Effective April 1, 2018	+ \$1.15 to be distributed

2.

The wage scale for Apprentices shall be as follows:

1 st 6 months	70% of journeyman scale
2 nd 6 months	75% of journeyman scale
3 rd 6 months	80% of journeyman scale
4 th 6 months	85% of journeyman scale
5 th 6 months	90% of journeyman scale
6 th months	95% of journeyman scale
7 th 6 months	100% of journeyman scale
8 th 6 months	100% of journeyman scale

3. 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, **2016**; April 1, **2017**; and April 1, **2018**. 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, whereupon an addendum in writing describing such change(s) shall be incorporated into this Agreement.

4. The trustees of the Health and Welfare Fund shall, among other things, have the authority to determine the type and amounts of benefits, provided and rules and regulations governing entitlement to such benefits, provided however, that the Health and Welfare plan to be established shall conform at all times to the applicable requirements of the Internal Revenue Service so as to ensure the tax exempt status of the Health and Welfare and the right to the contributing employer to treat contributions

to the Health and Welfare Fund as deductions for income tax purposes. Provided further that each fund herein shall be in conformity with all applicable laws.

5. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust establishing the Indiana State Council of Plasterers & Cement Masons Pension Fund, the Construction Industry Welfare Fund, and the Training and Vacation Funds for Local #143.
6. The Employer further agrees to pay contributions to said funds in behalf of bargaining unit employees as negotiated and set forth in this Agreement, and in the manner prescribed by said Fund.
7. In the event any said Fund fails to comply with applicable laws or retain its tax exempt status with the IRS, the Employer shall cease making contributions and shall pay said amounts directly to bargaining unit employees as wages.
8. 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 forwarded to HealthSCOPE by each Employer not later than the 10th 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 forth 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.

ARTICLE 16
INDUSTRY ADVANCEMENT FUND (IAF)

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked

for all hours paid at straight time or overtime to each employee working under this agreement.

2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.
3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.
4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The EMPLOYER and the Union agree that any action, including the filing of a 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.

ARTICLE 14 17 WORKING DUES CHECK-OFF

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages the amounts as specified in **Addendum A** of this Agreement, and remit same to the designated Local Union, together with a list of names of employees from whose pay deductions were made. Such written authorization may be revoked by the employee by written notice by registered mail to his employer and Local Union received by both during the 10 day period prior to the end of any applicable yearly period or during the 10 day period prior to termination of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed by an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner. It shall be the obligation of the Union to obtain the voluntary authorization forms from its employees and transmit same to the Employer. 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.

ARTICLE 15 18
COMPLETENESS OF AGREEMENT

This Agreement is intended to cover all matters of wages, hours and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or related subjects, and during the balance of the 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.

ARTICLE 16 19
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. "Nonprescription 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 name 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 computerize 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 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 (SAMHSA) approved.

Section 5. All drug screening tests shall conform to current SAMHSA regulations.

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, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, or as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 9. 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 dispute provision (Article 11) of this agreement.

ARTICLE 17 20 **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. Each Cement Mason shall be required to successfully complete the 10-Hour OSHA Construction Safety and Health Course.

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.

ARTICLE 18 21

LIABILITY 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 shall be declared invalid or inoperative by final order of any court of competent jurisdiction. In such event, the Union or the contractor may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof.

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

ARTICLE 19 22

NO DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee or any employer covered by this Agreement by reasons of said person's age, race, color, sex, religious affiliations, national origin, Vietnam Era Veterans, Disabled Veterans, individuals with disabilities, or any other characteristic protected by law.

ARTICLE 20 23

DURATION AND TERMINATION

This Agreement shall remain in full force and effect for a period of three (3) years, from April 1, 2016 through March 31, 2019 and will be regarded as effective from year to year

