

AGREEMENT BETWEEN

**THE ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS**

AND

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

LOCAL #18, AREA #152

COVERING

HIGHWAY AND HEAVY CONSTRUCTION

IN

**McLEAN COUNTY AND PORTIONS OF DeWITT
LIVINGSTON AND WOODFORD COUNTIES**

IN

THE STATE OF ILLINOIS

EFFECTIVE: MAY 1, 2016

EXPIRES: APRIL 30, 2019

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ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

**OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL
ASSOCIATION
LOCAL #18, AREA #152**

AGREEMENT

This Agreement is entered into on this 1st day of May 2016 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, Area #152. This Agreement covers Highway and Heavy Construction in all of McLean County and portions of DeWitt, Livingston, and Woodford Counties in Highway District # 3 and 5 in the state of Illinois.

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 non-member Employer notifies the Union in writing that it revokes such authorization. Further, said non-member 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.

Cement Masons shall do the following work: foremanship over all concrete construction, all concrete and composition work such as bridges, curbs and gutters, sidewalks, streets and roads, mass or reinforced concrete slabs, all overlays using any type of materials, and all flat surfaces of cement, 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 naifs, 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. Cement Masons 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 **underlined** 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. Cement Masons shall do all work associated with Decorative Concrete.

ARTICLE 1 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 2 EMPLOYING CEMENT MASONS

Section 1. Union Security. All present Employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment, on the eighth (8) day following the beginning of their employment, or the effective date of this contract, whichever is the later. It is further agreed that in the event any employee employed under the terms and conditions of this Agreement does not comply with the above section, the Union may notify the Employer in writing, requiring discharge of said employee. Upon written notice from the Union notifying the Employer of the failure of any employee covered by the contract to complete at maintain his membership because of nonpayment of dues of initiation fees, the Employer shall discharge said employee, provided further, no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to all members or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring membership. There shall be no discrimination in employment because of color, race, religion, age, sex, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.

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.

Any 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 a 9(a) Agreement pursuant to the provisions of the National Labor Relations Act, as amended, when the Union presents evidence of majority support or upon the issuance of a certification following an election conducted by the National Labor Relations Board.

Any Employer who has previously recognized Local 18, Area 152 (Bloomington) as the majority representative under Section 9(a) of the National Labor Relations Act, as amended, shall continue 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 on a Section 9(a) basis.

Section 2. Employing Cement Masons.

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

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

Section 3.

(A) Hiring. The contractor agrees that he or his representatives shall hire Cement Masons, but notification should be made to the head Cement Masons as to the number of men to be used on that project. The contractor will notify the Union representatives 24 hours prior to the start of work the number of men needed for that project. The Union, when requested by the Employer to furnish employees, shall refer employees in a 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 from any source available.

(B) 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 under the following conditions:

1. The man must be a member in good standing of the OPCMIA for a period of not less than one (1) year.
2. The first and last man on the job will be a local man.
3. There shall be allowed one (1) key man on a project, provided the contractor abides by the 50/50 rule.

Section 4. Solicitation of Work. Cement Masons may solicit their own work. When doing so and they are hired by a contractor, the **contractor** **Cement Mason** will notify the Union hall within eight (8) hours from time of hire.

Section 5. 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 6. 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 7. 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 use every reasonable means to employ at least one (1) Apprentice, and where practical shall employ one (1) additional Apprentice for each additional five (5) Journeymen employed, whenever Apprentices are available.

(C) The wage of an Apprentice shall be determined and adjusted as the JATC Standards direct.

(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 3 RECOGNITION

Section 1. Qualified Contractor. Members of this Union shall work only for recognized and qualified contractors or Employers, who supply all material and labor and who shall carry reliable compensation and liability insurance on their employees and shall conform to all municipal and state regulations pertaining to the safety and health of employees. Union members who are not contractors shall not be allowed to subcontract work from any contractor, material dealers, agencies or owners.

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

Section 3. Payment of Wages.

(A) Payment by an Employer and acceptance by an employee of a sum less than the wage stipulated in this Agreement shall be a violation of this Agreement on the part of each. Upon proof of such violation before the Joint Conference Board, as established in Article 15, the Board shall have authority to discipline and/or collect monies due by the guilty parties.

(B) ~~During the life of this Agreement,~~ Wages shall be paid to the employee working for the Employer according to the wage scale set forth in the current Addendum A 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 immediately receive all straight wages due

and may claim their final any overtime wages in person on the Employer's next regular day of business or have it mailed overnight to an 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 for the last two years, then the Employer must issue an Employee's final paycheck according to the following terms: Employees who are laid off on a day that is not a regular payday shall immediately receive all straight wages due and the Employer must mail all overtime wages due to the Employee on the Employer's next regular day of business overnight to an address provided by the employee. If an employee does not immediately receive a check for straight time wages on the day they are laid off or discharged then the employee shall receive two (2) hours pay at the appropriate overtime rate for every day the check is late. If the check is not at the address provided the following day (excluding Saturdays, Sundays, and Holidays) the employee shall receive two (2) hours pay at the straight time rate for each day the check is late. 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) Failure on the part of an Employer to have sufficient funds in the bank to meet pay checks shall be sufficient reason to deprive said defaulting Employer from the right to pay by check. In the event of such default, the defaulting Employer shall pay to the grieving employee the damage he may suffer.

(D) Employees shall be paid once a week on the job not later than normal quitting time on Friday. Overtime shall be paid for any time after that hour the employee is required to wait for his pay, except for cause beyond the control of the Employer.

(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 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 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 6 BUSINESS REPRESENTATIVE AND STEWARDS

Section 1. Business Representative. Representatives of the Union shall have reasonable access to Employer's project office or to any part of the project for the purpose of business with the Employer or the employees.

Section 2. Steward. The Union may appoint one employee as the Steward on each project of the job site. The Steward is required to work the same as the other employees covered by this Agreement. The Steward may attempt to adjust disputes and grievances, but if they can't be settled promptly, the Steward then may call for his Business Representative. The Employer will not be required to pay the Steward for any more than a minimal loss of time incurred in performing Union-related duties. 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, if the Steward is qualified to perform the work.

ARTICLE 7 TOOLS & EQUIPMENT

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

Section 2. Respirators shall be furnished to all Cement Masons 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 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 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 within the jurisdiction of this Agreement.

Section 5. Tools and equipment furnished to an employee by the Employer such as; rain gear, rubber boots, 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 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, so long as there are available unemployed Cement Masons covered by this Agreement.

ARTICLE 8 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 (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.

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 make up day, the employees of the crew who worked that week will be given first option to work the make up 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 7:00 A.M. to 8:00 A.M., which shall be the regular starting time. A one-half (½) hour lunch period will be given between the hours of 11 :00 A.M. and 1:00 P.M. When it is necessary to work through the lunch period, the employee shall be paid time and one

half (1½) 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 (½) 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 (½) hour supper break shall receive one-half (½) hour additional pay at the overtime rate.

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

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 above the height of twelve (12) feet, Cement Masons shall receive twenty-five cents (\$.25) per hour above the journeyman wage; above twenty-five (25) feet, Cement Masons shall receive fifty cents (\$.50) per hour above the journeyman wage; and above fifty (50) feet, Cement Masons shall receive one dollar (\$1.00) 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 9 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 \$1.25 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 10 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
Memorial Day
Fourth of July
Labor Day

Veterans Day
Thanksgiving Day
Christmas 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 11 PRE-JOB CONFERENCE

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

ARTICLE 12 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 13 MOVEMENT OF EMPLOYEES

Signatory contractors shall be free to move up to fifty percent (50%) of employees represented by the Operative Plasterers and Cement Masons International Association from and to any construction project under the territorial jurisdiction of Local #18 as well as up to fifty percent (50%) of employees when moving from the jurisdictional area of one Local to another Local within the state of Illinois, providing the first person and last person working in the area will be from Local #18, Area #152 branch.

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

ARTICLE 16 INJURY

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

When necessary on the day of injury the injured 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.

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

ARTICLE 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 the Disputes Article 14 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 the attached in the current Addendum A of this Agreement.

Section 2. Annuity Fund. Each Employer shall contribute the amount listed in Addendum A 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:

SAMCO Administrator
400 Northeast Jefferson, Suite 108
Peoria, IL 60613

Keep a copy for your file.

Section 6. AGCI Industry Advancement Fund

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.
4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

Section 6 7. Working Dues Check-off. Each Employer agrees to deduct from the above wages and pay to the Operative Plasterers' & Cement Masons' International Association, Local 18 of Central Illinois General Fund, a sum equal to 50/0, or as listed in Addendum A of the total wage 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.

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 non-compliance with this penalty of not less than ten percent (10%) 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 7 8. Bond. The Union, at its discretion, may demand a payment Bond of thirty thousand dollars (\$30,000) from an Employer to guarantee payment of all fringe benefits and working dues, which may become due from contractors with less than one (1) year of experience to the Union Contract or who have a history of two (2) times of delinquency of fringe benefits shall submit a thirty thousand dollar (\$30,000) 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.

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 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 a 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.

EMPLOYER:

Legal Name of Employer

Address of Employer

City, State and ZIP Code

Phone Number

Signature of Authorized Representative of Employer

Date: _____