

AGREEMENT  
BETWEEN  
LOCAL UNION NO. 18  
AREA 539  
of the  
CEMENT MASONS'  
INTERNATIONAL ASSOCIATION  
of the  
UNITED STATES AND CANADA  
And  
CENTRAL ILLINOIS BUILDERS OF A.G.C.

May 1, 2007 through April 30, 2010

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## AGREEMENT

THIS AGREEMENT, executed this 1st day of May, 2007, by and between Local Union 18, Area 539, of the Operative Plasterers' and Cement Masons International Association the United States and Canada, hereinafter referred to as "Union", and Central Illinois Builders of A.G.C., hereinafter referred to as "Employer", shall be in full force and effect from May 1, 2007, through April 30, 2010, and shall continue from year to year thereafter unless notice of termination is given in writing and by registered mail by either party to the other at least sixty (60) days prior to any anniversary date.

## WITNESSETH

That, Whereas, it is believed to be of mutual advantage that a workable Agreement shall exist between and among the Employers and the Union, and the International in the employment of Cement Masons on building 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.

WHEREAS, the parties hereto expressly eliminate work commonly known as (Heavy and Highway Construction) as herein defined as all paving operations outside the recognized property lines of a building structure, subject to the limitations set forth. Heavy and Highway, all public or private steps, curbs, curb and gutter, sidewalks and driveways let and connected with the paving of streets, roads, alleys, parking areas, and airport runways.

Building work shall be considered as that portion of construction work inside recognized property lines of a building structure, and shall include private sidewalks, steps, curbs, curb and gutters and similar concrete operations not a part of a paving project.

WHEREAS, any employer not a member of the Central Illinois Builders of A.G.C. as referred to above, may receive the same benefits of Union members and assume the obligations of this contract with the Union by signing an exact Contract and by agreeing to be bound by the terms and provisions thereof.

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the union covered by this Agreement, any employer, company or concern that does not observe the equivalent of wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

WHEREAS, the Cement Masons have established and are maintaining a Pension Trust Fund for employees of said Employers.

## ARTICLE I SCOPE

This Agreement shall be in effect within the Jurisdiction of Local Union #18, Area 539, consisting of all of Henderson, Hancock, McDonough, Schuyler, Sangamon, Menard, Cass, Christian, Adams, Pike, Brown, Morgan and Scott Counties in Illinois; Clark, Lewis, Scotland, Knox and Shelby Counties in Missouri; and any further territories acquired after the signing of this Agreement.

## ARTICLE II RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of those employees engaged in performing work properly coming under the jurisdiction of the Cement Masons recognized by the Building Trades Department of the AFL-CIO and as established by Agreements and decisions of Record recognized by the Plan for the Settlement of Jurisdictional Disputes.

Section 2. All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New or temporary employees shall tender dues or temporary working dues and initiation fees and make application for membership to the Union, as a condition of employment from and after the seventh (7th) day following the dates of their employment, or the effective date of this

Agreement, whichever is later. The seven (7) day requirement as described above, means seven (7) working days accumulated with one or more contractor signatory to this Agreement or who may hereafter become signatory to this Agreement.

Section 3. INSURANCE. The Contractor agrees to furnish a certificate of Workmen's Compensation Insurance from a reliable company, showing date of expiration. He further agrees to come under the Illinois State Employment Insurance Act and pay unemployment compensation insurance of all employees regardless of the number employed.

Section 4. (Discharge of Employee for non-payment of dues and fees.) Upon written notice from the Union notifying the Employer of the failure of any employee covered by the Contract to complete or maintain his membership because of non-payment of dues or initiation fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee. Provided further, that 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 the 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 fees uniformly required as a condition of acquiring membership.

There shall be no discrimination in employment because of any particular race, color, creed, sex, or national origin.

### ARTICLE III REFERRAL OF APPLICANTS

The Employer and the Union agree that upon the execution of this contract:

Section 1. The Union, through its Business Manager, shall maintain a list of persons available for employment.

Section 2. The Union shall be the sole and exclusive source of referral of applicants for employment. The Employer shall request the Union to refer applicants as required and shall not solicit applicants directly and shall not in any manner circumvent the Union in the recruitment of applicants for employment.

Section 3. The employer in requesting referral of applicants shall specify to the Union (a) the number of applicants to be employed, (b) the work to be performed, (c) the location of the project, (d) the nature of the construction project, and (e) such additional information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.

Section 4. The Union will not discriminate, either in the maintenance of the list or in its referrals for employment, against any persons because of his membership or non membership in the Union. Selection of applicants for referral shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or application of Union membership, policies or requirements.

Section 5. All such referrals for employment shall be in accordance with the following procedures:

An applicant must have maintained his permanent residence in the geographical area covered by this agreement for a period of two (2) years and if he meets this requirement he shall have preference over other applicants who have not maintained a permanent home in the area for at least two (2) years.

(a) The Union and the Employers agree that the Union shall establish a register of applicants upon which registered applicants shall be listed as craftsmen.

(b) Applicants for referral shall fill out a work qualification form supplied by the Union prior to their being placed upon the referral register.

(c) The Union shall refer to the Employer in the order of registration on the referral list such applicants as are competent to fulfill the requirements of the positions sought to be filled and who have acquired the experience and possess the skills for filling the positions as specified by the Employer. If requested by the Employer, the Union, if no qualified and competent applicants are registered, shall furnish applicants from any source that is available.

Section 6. The Employers shall have the right to accept or reject, to employ or not to employ any applicant referred by the Union, subject to the right of such applicant to revoke the grievance procedure contained in these agreements. An applicant rejected by the Employers shall be returned to his place on the referral list and shall be referred to other employment in accordance with his position on said list, subject to competency and experience.

Section 7. The Employers shall be the sole judge of and have the right to determine the number of employees required on any job.

Section 8. If for any reason the Union is unable to furnish qualified and competent applicants within sixteen (16) hours (not including Saturdays, Sundays and holidays), the Employer may secure applicants from other sources. If applicants are

so employed from other sources, the Employer shall furnish to the referral office the names and addresses of such new employees within twenty-four (24) hours.

Section 9. No supervisor in the employ who holds Union membership shall be bound or in any way affected in the performance of his duties for the Employer, including hiring, by any obligation of Union membership, by-laws, rules and regulations, or the Constitution of the Local or International Union.

Section 10. The provisions of this Article shall be posted by the Employers signatory to this agreement at their premises where notice to employees and applicants for employment are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

Section 11. An applicant for employment who is aggrieved by any action of the Union with respect to registration or referral under this provision, or who is aggrieved by an action of the Employer in connection with hire, hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a Board consisting of a representative of the Employer Association, and an impartial chairman appointed jointly by the Employer and the Union. Such Board shall consider the grievance and render a decision which shall be final and binding. An Employer signatory to this agreement may file a grievance against the Union with respect to referral of employees. Such grievance shall be processed in the same way as stated in this Article.

The Board is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, or subtract from, or modify any of the provisions relating to the referral arrangement. The cost of this shall be borne equally by all parties involved.

Section 12. The contractor shall be entitled to call for any cement mason by name if said cement mason has been in the contractor's employ in the past twelve (12) months.

### BARGAINING AGENT FOR EMPLOYEES

Section 13. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of those employees engaged in performing work which comes under the jurisdiction of the Cement Mason.

## CONTRACTOR CHOOSING FOREMAN

Section 14. When two or more Cement Masons are employed, the Contractor shall designate one of the Cement Masons as foreman on each project on job site, whose duties shall be to give the orders to the Cement Mason Crew, and he shall receive foreman class 1 rate in accordance with Article IV, Section 4. This extra rate to apply for the foreman until completion of the job.

## GENERAL FOREMAN

Section 15. On any project that requires 10 or more Cement Masons there shall be a General Cement Mason foreman appointed from the local union employees.

## PAY STARTING AT EIGHT (8) A.M.

Section 16. Workmen employed during the day by an employer shall be paid from 8:00 A.M. unless the basic crafts on the job agree on a different starting time.

## NUMBER OF CEMENT MASONS FOR PROJECT

Section 17. The Cement Mason Foreman or General Cement Mason Foreman and Superintendent in charge of the job shall determine the number of Cement Masons necessary to handle the job.

## ARTICLE IV SUPERVISION

Section 1. Cement Mason Foreman shall be responsible for the placing of men, assigning their task, selecting proper tools, maintaining safe working conditions and affecting efficient execution of work. He shall receive his instructions from the Contractor or his Superintendent.

## ORDERS FROM OTHER CRAFT FOREMEN

Section 2. Cement Masons will take their orders from the Cement Mason foreman, who will receive orders from no other Foreman. The Superintendent will instruct the Cement Mason Foreman.

## PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES

Section 3. It is further agreed that the employer will assign to the Cement Mason such work tasks for which it has been given jurisdiction as determined by the last prior decision or agreement, if any, as approved by the National Building and Construction Trades Department of the AFL-CIO, or approved by the Plan for the Settlement of Jurisdictional Disputes.

#### FOREMAN WAGES

Section 4. Foreman Class I - 2 men on the job through 9 men on the job \$1.50 over Journeyman Rate. Foreman Class II - from and including 10 men \$2.00 over Journeyman rate.

#### DRINKING WATER

Section 5. Fresh cold water in a clean container and sanitary drinking utensils shall be furnished, within one (1) hour of starting time, in the general working area, to Cement Masons on all jobs by the Employer.

### ARTICLE V UNION REPRESENTATIVES & STEWARDS

Section 1. Representatives of the Union shall have access to Employer projects office or to any part of the project for the purpose of business with the Employer or Employees. Authorized Union representatives shall notify the site superintendent upon their arrival at the job site.

#### BUSINESS REPRESENTATIVE & STEWARD

Section 2. The Union shall appoint one employee as a steward on each project on the job site. He may be the second man on the job, or elected by the Union members on the job, or the Business Representative may appoint him. The Employer agrees to allow the Steward ample time to perform his duties. The Steward shall always carry a copy of this Agreement. The Steward shall attempt to adjust disputes and grievances. If they cannot be settled he will then call for his Business Representative. In case of accident or sickness, the Steward will care for the employee's tools or property. Loss of time, by the Steward, in caring for the sick or injured employees shall be paid for by the Employer in an amount not to exceed eight (8) hours at straight time. In no case shall the Steward be discharged without just cause.

ARTICLE VI  
HOURS OF WORK AND OVERTIME

Section 1. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one half (1/2) hour lunch period between the 4th and 5th hour after the starting time, between 7 A.M. and 4:30 P.M. shall constitute a normal work day. Starting time for the work day may be changed within these hours by the employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given 48 hours in advance. All the employees of an employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. In the event any concrete slab pour is started before regular starting time, the Cement Mason crew shall be paid from starting time of the pour.

Section 2. All work performed by an employee in excess of eight (8) hours in any one day, Monday through Friday and all day Saturday shall be paid for at the rate of time and one-half (1-1/2) times the hourly rate. Sundays and holidays shall be paid at the double time rate.

HOLIDAYS

The following days shall be regarded as holidays:

New Years Day	Thanksgiving Day
Fourth of July	Christmas Day
Memorial Day	Veterans Day (to be celebrated
Labor Day	the day after Thanksgiving Day)

In the event the holidays should fall on a Sunday, the following Monday will be paid at the rate of double time. In the event it becomes necessary to work the contractor or the Cement Masons shall notify the Union the day they are going to work, and the names of the Cement Masons they are going to use for that day's work. Should any other be declared a National holiday after the signing of this agreement it may be added to the list of National Holidays. All of the above Holidays shall be observed according to Federal Law, unless agreed otherwise by the crafts on the job site.

SHOW-UP TIME

Section 3. If work is to be canceled for the day, the Employee or the Business Agent shall be notified two (2) hours prior to starting time.

When men are regularly employed and report for work, or when men are hired and bring their tools on the job and not started to work, they shall receive two (2) hours pay. If the men are started to work, they shall receive no less than four (4) hours pay and if they work over four (4) hours, they shall receive not less than eight (8) hours pay. If foul weather is forecast before the normal starting time for that days work, and the men are told to wait, they shall receive not less than four (4) hours pay. Employees shall be notified that there shall be no work for that day before arriving on the job. In the event they are not notified of no work for that day, after arriving on the job they are to receive two (2) hours show-up time. This shall not apply when weather conditions are beyond contractor's control. If an employee is called to a job in spite of inclement weather and not put to work, he shall be paid the two (2) hours show-up time.

#### FOUR/TEN HOUR DAYS

Section 4. Recognizing that owner work schedule may require flexibility in hours of work under this Agreement, by mutual agreement between the Union and the Employer, a work week consisting of 4-10 hour days may be utilized on a project. The work day shall consist of ten hours work between the hours of 6 a.m. and 5:30 p.m.. including lunch. The work week shall consist of 4 – 10 hour days commencing at 6 a.m. Monday and ending at 5:30 p.m. Thursday. All hours worked in excess of ten hours per day, Monday through Thursday, shall be paid at the rate of time and one-half the regular rate of pay. In the event that weather conditions prevent work from being performed on a regular work day, then Friday shall be considered a regular work day at the straight time rate of pay (only to obtain 40 hours per week). If Friday is a regular work day, then any work performed on Saturday shall be paid at the time and one-half rate of pay. In the event that the regular 4-10 hour days are worked and an Employer wants to work Friday, then all hours worked on Friday and Saturday shall be paid at the rate of one and one-half the regular rate of pay. When employees are required to work beyond ten hours per day, they shall receive an additional lunch period.

Sundays and holidays shall be paid at the double time rate of pay.

The Employer shall provide the Union with the starting date and the conclusion date so that it may be determined that such request is not for the purpose of circumventing the overtime provisions of this contract. This clause shall be void where in violation of State law.

## CONTRACTORS IN AGREEMENT

Section 5. No workmen 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 in the area involved for the particular type of work required by that contractor.

## PAYMENT VIOLATION

Section 6. 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. The Employer will be suspended of employees for a period of time set by agreement between the Board of the Central Illinois Builders and Officers of the Union.

## PAYMENT OF WAGES

Section 7. Payment of wages shall be made once each week on the job during working hours. Not more than two days pay shall be held back. In the event a Cement Mason is laid off or discharged, he shall immediately receive all wages due at the site. In the event there is a shortage or error on his check, and the Employee has to wait for his pay or check after 4:30 P.M. he shall receive the regular rate of pay for this waiting time unless otherwise agreed upon by the Employer and Employee.

## FUTURE WAGE INCREASES

Section 8. Wage increases in this Agreement:

Effective May 1, 2007 - \$1.65

Effective May 1, 2008 - \$1.70

Effective May 1, 2009 - \$1.75

Additional ten cents (\$.10) contribution from the annual wage increases will be made every year to the Apprenticeship Fund for the term of this Agreement

## SHIFT WORK

Section 9. When so elected by the contractor, shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked: the day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on

the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Employees on the evening shift shall receive eight (8) hours pay at the regular hourly rate for plus 10% for seven and one-half (7 1/2) hours work.

The night shift shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Employees on the night shift shall receive eighty (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operations to permit the maximum utilization of daylight hours.

Shift clause shall apply on regular work week only. 12:30 A.M. Monday through 12:30 A.M. Saturday. All other work performed on Sunday or holidays and all hours worked other than the regular shift hours shall be paid according to the overtime provisions in this Agreement.

There shall be no pyramiding of overtime wage rates and the overtime rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union Business Manager.

In the event that employees are changed from one shift to another, there shall be eight hours lapse between shifts otherwise overtime wage rate shall be applicable. By prior agreement between the Employer and the Union Business Manager, if the Employer is required to perform work which cannot be performed during regular working hours an Employee(s) may work a special shift, limited to seven (7) hours work including lunch, and receive eight (8) hours pay for the seven (7) hours worked.

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.

## SCAFFOLD WORK

Section 10. Work performed on any type scaffold over twenty-five (25) feet shall receive twenty-five (25) cents per hour above the minimum scale for each twenty-five (25) foot raise in height.

The rate of foreman's pay shall be fifty (\$.50) cents per hour above the regular Foreman's rate.

All Boatswain Chair work, there shall be a safety belt furnished by the employer. This type of work shall be fifty (\$.50) cents over scaffold rate of pay.

A Cement Mason must operate the crab or winch, if necessary an extra Cement Mason shall be the signal man or a safety man must man this job. Metal scaffold or wood false work which supports decks for concrete pours shall not be considered scaffold work. However, concrete form work or cantilevered temporary platform scaffold outside the building line shall be considered as scaffold work. Employees shall not be required to work on inside scaffold and outside scaffold at the same time.

## MACHINES

Section 11. When the use of Kelly or similar floating machines, troweling machines, or riding trowel machines are operated on any concrete or other work coming under the Cement Masons jurisdiction, a Cement Mason or Cement Masons, must hand trowel after the final operation of such machines. Sufficient men will be required to precede the operation of said machines in order that the proper slab shall be made and the operator of such machine shall be a Cement Mason.

## ADDITIVES AND MATERIAL

Section 12. Whenever any additives are to be used in the concrete mix, the Employer or his representative shall discuss this with the Cement Mason Foreman in order that the concrete may be properly handled and finished; also on the ordering of material it shall be discussed with the Cement Mason foreman so that he may have sufficient time to be ready for it.

## ROOFING

Section 13. On all roofing jobs, other than plain concrete, it will be necessary for the employer to furnish the employees with finishing tools, boots, coveralls, knee pads, or any equipment to finish roofing sites. When a Local Cement Mason is employed on this type of work he shall receive foreman's wages.

### TOOLS

Section 14. Cement Masons agree to furnish their own small hand tools, such as floats and trowels, and the Employer agrees to furnish large tools and any special edgers or joiner required. Also, rubbing stones with handles, mud buckets, brushes, rubber floats, when used on rubbing projects, and all string lines. The size of the hand trowel will be a matter of local autonomy which is no larger than 18 inches.

When an employee reports on the job without proper tools necessary for finishing or setting screeds and forms, he need not be put to work and he is not entitled to show-up time.

### CONCRETE RUBBING, GRINDING, CHIPPING, BUSH-HAMMERING, ETC.

Section 15. When it is necessary for a finished rubbing job, the Employer will instruct the Cement Mason Foreman as to what kind of rubbing job he desires, since there are various methods of rubbing concrete. It will be up to the employer to describe in detail how he wishes the concrete to be rubbed. Employers shall furnish Cement Masons with respiratory protection devices while performing grinding or other work requiring such protection and proper provisions shall be made by the Employer to keep said apparatus sterile for use by the employees. When grinding is to be done in an enclosed area there shall be a fan ventilation set up. No Cement Mason shall use stilts or other devices of a like nature, or a single ladder, only the customary and approved scaffolding utilized in the performance of his work. On all chipping and bush hammering, goggles are to be issued to each employee doing same.

### OVERTIME OF FINISHING

Section 16. (A) When it is required to work the overtime period, the employees shall have a lunch period every four hours without the loss of pay.

(B) If the employer is not on the job during the overtime period, the Cement Mason foreman shall use his judgment as to the laying off of employees as he sees fit, under the circumstances.

(C) On any one given concrete pour, in any one workday, finishers that started the pour shall not be replaced with another crew of finishers.

### TRANSPORTATION

Section 17. (A) It is required that the Employer pay transportation fare both ways for any employee covered under the terms of this agreement, who is hired for a job outside the jurisdiction of this Local Union.

(B) In the event any delay occurs on such job for which employees are not responsible, they shall have the right, if they see fit, to demand their return fare plus 4 hours pay.

This shall not apply when weather conditions are beyond the contractor's control. If an employee is called to a job in spite of inclement weather and not put to work, he shall be paid the four (4) hours show up time.

(C) Employees shall not be entitled to return fare if they quit such job before being laid off or discharged.

(D) In the event that the Union is unable to provide the Employer with the necessary manpower requested, then the Employer shall not be required to pay transportation costs for employees referred from other Cement Masons locals.

### SAFETY REQUIREMENTS

Section 18. It is agreed that all employers and employees shall abide by all Health and Safety rules of the State of Illinois and the Federal Government pertaining to the construction industry.

Section 19. The possession, sale, or use of alcohol or non-prescription drugs on the employer's property, the site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports for 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 the purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Parties agree that during the term of this contract, the contractor shall not conduct random drug tests among employees covered by this agreement (unless random drug testing is required by the project owner), but shall confine such drug or alcohol testing to instances where there is a 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 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.

Determination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract to the same extent and in the same amount as all other grievances as defined herein.

Section 20. Effective May 1, 2007, the Union and the Employer agree to establish and adequately fund a substance abuse consortium. Funding for this consortium will be provided through a three cents (\$.03) per hour Employer contribution and a three cents (\$.03) per hour Employee deduction. Said monies shall be deposited in a trust overseen by trustees appointed from the Employer and the Union, who shall generally be responsible for ensuring that substance abuse testing be carried out in conjunction with Policy and Procedures, which shall be considered as part of this agreement. It is likewise understood that the Employers' covered by this contract are bound by the Agreement and Declaration of Trust governing the Joint Labor Management Substance Abuse Testing and Assistance Program. Payments for this purpose will be sent to the address listed on the wage addendum.

Section 21. The Union should assist the Employer in maintaining safe work sites by promoting safety training to employees covered under this Agreement. It is agreed that employees should and will be encouraged to complete an OSHA 10-Hour Construction Safety and Health Training Course, at a minimum, in order to insure safe work sites. Such training will be provided as journeyman upgrade training through the Apprenticeship Program.

ARTICLE VII  
CRAFT JURISDICTION

The Contractors acknowledge that the Union claims jurisdiction over the following work and may use the following list for guidance in the proper assignment of work.

Section 1. All concrete construction, including foreman of same, such as buildings, silos, elevators, smoke stacks, sidewalks, curbs and gutters, roofs, or masses of reinforced concrete slabs and all flat surfaces of cement, the operation and control of all types of Vacuum Mats used in the drying of Cement Floors in preparing same for finish, the operation of power driven floats, and troweling machines, and sawing machines. Mastic flooring, the finishing or washing of all concrete construction, using color pigment when mixed with cement, in any form, mosaic and nail coat, whether done by brush, broom, trowel, float or any other process including operation of machines for scoring floor or any purpose they may be used for in connection with the Cement Mason Trade. The strike off, or rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement and plastic material 6" base or less, the cutting and setting of all expansion joints, be the work of the Cement Mason. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc.; patching, brushing, chipping and bushhammering, rubbing, and grinding, if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and all curb forms, shall be that of the Cement Mason. All glass set in cement, the pointing and patching and caulking around all steel or metal window frames that touch concrete. The laying and finishing of Gypsum Material Roof. All dry packing grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundation. All prefabricate and pre stressed concrete construction on job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls, footings, columns; also the screeding, finishing, rubbing, grouting, pointing and patching of same. The curing, sealer, hardener waxes, whenever necessary, whether by chemical compound or otherwise, shall be part of the jurisdiction of the Cement Masons. The spreading, screeding, darbying, trowel finishing of all types of magnesium oxchloride cement composition floors shall be the work of the Cement Mason, including all types of oxychloride granolithic or terrazzo composition floors hand grinding, or machine grinding; the preparation and insulation of ground or base courses, steps and cove base. The purpose and intent of the six inch base law will not be defeated. All magnesite composition installation work of the O.P. & C.M.I.A. shall be done under the supervision of a competent and qualified magnesite composition Cement Mason.

The spreading, finishing or grinding of "Epoxy Resin Materials" on floors and 6' above floors, shall be recognized as the work of Cement Masons. Waterproofing of all work included in their jurisdiction, such as thoro seal, Ironite, Plasterweld 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.

#### PRE-JOB CONFERENCE

Section 2. At the request of the Union, employers shall be subject to a pre-job conference.

#### ARTICLE VIII PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through an authorized picket line of this or any other Union. Nor shall the exercise of any rights permitted by law be a violation of this Agreement.

#### ARTICLE IX MATERIALS

Section 1. The Employer will consider or talk with Cement Mason foreman prior to application of new or old materials or equipment in order that the Cement Masons may properly execute the work.

#### ARTICLE X JURISDICTIONAL DISPUTES

Section 1. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreement with other crafts, awards contained in the Green Book, or as a result of decision by the Plan for the Settlement of Jurisdictional Disputes.

Section 2. It is agreed by and between the parties to this agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(A) Negotiation by and between the local business representatives of the disputing unions. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

(B) Submission of the dispute to the International Representative of the disputing unions; the dispute to be negotiated on the job site and each disputing union shall have equal opportunity to state its views and present their facts. Such negotiations shall be pursued until such time as it shall become apparent that the dispute cannot be resolved by and between the said International Representatives.

(C) Submission of the dispute to the Plan for the Settlement of Jurisdictional Disputes. The dispute shall be pursued until such time as it shall become apparent that it cannot be settled by the above parties.

(D) There shall be no stoppage of work by employees, or lockout by the employer, during the implementation of the above procedure for the settlement of jurisdictional disputes between crafts.

#### ARTICLE XI PENSION FUND

(A) It is agreed that the amount provided for in the Addendum for each hour worked shall be paid to The Employers and Illinois Operative Plasterers and Cement Masons Pension Fund.

(B) The Employer further agrees to file with said administrator a statement or report showing the name and number of each employed by such contractor during the previous month, the number of hours worked, and amount credited to each employee toward said Pension Fund. Said amount per hour (as specified in Addendum) shall apply to regular and overtime work. A copy of said report shall be sent to the Union each month.

(C) It is agreed insofar as the terms of this Agreement are concerned that nonpayment into the Pension fund as aforementioned, shall be grounds for removal by the Union, of its members from an employer delinquent in said payment.

(D) Effective May 1, 2007, the amount of \$.80 will be contributed to the Pension Fund

#### ARTICLE XII ANNUITY FUND

(A) It is agreed that the amount provided for in the Addendum for each hour worked shall be paid to The Employers and Illinois Operative Plasterers and Cement Masons Annuity Fund.

(B) The Employer further agrees to file with said administrator a statement or report showing the name and number of each employed by such contractor during the previous month, the number of hours worked, and amount credited to each employee toward said Annuity Fund. Said amount per hour (as specified in Addendum) shall apply to regular and overtime work. A copy of said report shall be sent to the Union each month.

(C) It is agreed insofar as the terms of this Agreement are concerned that nonpayment into the Annuity Fund as aforementioned, shall be grounds for removal by the Union, of its members from an employer delinquent in said payment.

ARTICLE XIII  
HEALTH & WELFARE FUND

(A) It is agreed that the amount provided for in the Addendum for each hour worked shall be paid to Construction Industry Welfare Fund of Central Illinois.

(B) The Employer further agrees to file with said administrator a statement or report showing the name and number of each employed by such contractor during the previous month, the number of hours worked, and amount credited to each employee toward said Health & Welfare Fund. Said amount per hour (as specified in Addendum) shall apply to regular and overtime work.

(C) It is agreed insofar as the terms of this Agreement are concerned that nonpayment into the Health & Welfare Fund as aforementioned, shall be grounds for removal by the Union, of its members from an employer delinquent in said payment.

ARTICLE XIV  
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. Such fund

shall not be established prior to \_\_\_\_\_. The CIB shall be notified in writing at least sixty (60) days prior to May 1, \_\_\_\_\_ or May 1, \_\_\_\_\_ anniversary dates of the implementation of an after-tax Vacation Fund deduction and made a part of Addendum A.

ARTICLE XV  
GRIEVANCE

All grievances within the scope of this agreement, other than those pertaining to jurisdictional disputes that may arise on any job covered by the agreement, shall be handled in the following manner:

(A) When grievances cannot be settled by the Steward and Employer's Representative in charge, the matter shall be taken up at the job site with the Representative or Agent of the Employee.

(B) In the event the grievance cannot be settled as above provided within three (3) days after it arises, it shall, immediately upon request of either party, be submitted to an Arbitration Board, consisting of two (2) members appointed by the employees and two (2) representatives appointed by the Employer. If after two days, the grievance has not been settled, each party hereto shall designate one arbitrator, which two arbitrators shall designate a third, who shall become Chairman of the enlarged arbitration board, and their decision shall be final.

(C) During the operation of the grievance, there shall be no lock-out, slow down, or work stoppage or any other interference with the work.

ARTICLE XVI  
INDUSTRY ADVANCEMENT FUND

Section 1. The Employer shall contribute fourteen (\$.14) cents per hour for each hour worked worked by each employee covered by this agreement to the Central Illinois Builders Industry Advancement Fund.

Section 2. The Employer contribution for IAF shall be reported and paid into the same Depository as the Pension and Apprenticeship contributions and shall be paid for each hour for which wages were payable (whether at regular or overtime rate). The Depository shall pay over said sum to the Central Illinois Builders Industry Advancement Fund, to be held in trust for the purposes of the Central Illinois

Builders Industry Advancement Program. Provided, however, that no expenditures from said funds shall be made for any activity injurious to the Union. A trust instrument has been adopted by the trustees of said fund which specifies the categories of expenditures which may be made and those which may not be made.

Section 3. If the Employer fails to make contributions to the Fund within the period required by the Trustees of the Fund, the Employer, shall be liable for all reasonable costs for collecting the payments due, together with any reasonable attorney's fees, and damages assessed by the Trustees.

ARTICLE XVII  
JOINT APPRENTICESHIP COMMITTEE

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

Section 2. Such a program has been established as the "Cement Masons Apprenticeship and Training Fund".

Section 3. The apprenticeship program and standards shall be administered exclusively by a Joint Apprenticeship Committee, which shall be comprised of three (3) persons appointed by the Union and three (3) persons appointed by the Employer in accordance with the Agreement and Declaration of Trust executed October 13, 1977.

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

Section 5. The wage scale for Apprentices shall be as follows:

1st 375 hours.....	50% of the journeyman rate
376 - 750 hours.....	75% of the journeyman rate
751 - 1500 hours.....	85% of the journeyman rate
1501 - 2250 hours.....	95% of the journeyman rate

Section 6. The Employer agrees to hire one (1) apprentice to every three (3) journeymen on each crew, meaning the fourth man hired will be an apprentice. In the event of a layoff the apprentice shall be the fourth man left on the project. In no case shall an apprentice be fired until the business representative has been notified. This is not intended to limit the Employer's right to discharge apprentices, the same

as other employees. This is to insure future craftsmen to the trade that they may acquire their on the job training. Every fourth man must be an apprentice.

If there are six employees, the sixth employee will be an apprentice. Provided such are available.

Section 7. The Employer contribution for Apprenticeship and Training shall be paid into the "Cement Masons Apprenticeship and Training fund for each hour worked by Cement Mason Journeyman and Apprentice represented by Local #539 as specified above.

Section 8. By mutual consent between Employer and Business Manager, Pre-Apprentice/Tender may be used to perform the raking, spreading, shoveling, tamping all soil, dumping of concrete, vibrating of concrete and all preparatory work done for the placement of concrete.

Pre-Apprentices/Tenders shall work under the supervision of Cement Masons' Foreman.

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

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

Pre-Apprentice/Tender Wages:

1 <sup>st</sup> 3 months	60% of Journeyman wage + full Health & Welfare Contribution
After 3 months	60% of Journeyman wage + full Health & Welfare + Full Annuity Contribution

ARTICLE XVIII  
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 in an amount provided in a wage schedule included in this Agreement, the dues and assessments

and remit same to the duly authorized representative of the local involved, of the International Union involved, or of any other affiliate of the International Union, as directed in writing by said union together with a list of the names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and the Union, said notice to be received by all during the ten day period prior to the end of any applicable yearly period, or during the ten day period prior to the termination of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed by an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner.

ARTICLE XIX  
MIDWEST REGION FOUNDATION FOR FAIR CONTRACTING

It is hereby agreed that the Employer will contribute five (\$.05) cents per hour for each hour or portion thereof worked by an employee under this Agreement to the Midwest Region Foundation for Fair Contracting (MRFFC). The five (\$.05) cents per hour per employee shall be paid along with Pension, Annuity, Apprentice and CIBIAF contributions.

ARTICLE XX  
EMPLOYER BOND REQUIREMENT

Section 1. A surety bond will be required of any Employer who is not signatory to the previous agreement or has been listed as a delinquent contributor to the Pension and Annuity Funds included in this Agreement. In the event that any Employer shall become delinquent, such Employer shall be required to post a bond in the amount specified below, or at the union's option, provide a cash bond in the same amount. One to five employees \$20,000; five to ten employees \$30,000; ten to fifteen employees \$40,000.

Section 2. If the contractor forfeits his bond by reason of non payment of benefits, the union shall increase the employer's bond requirement by an additional \$5,000 over the amount provided above.

ARTICLE XXI  
FAVORED NATIONS

Should the Union(s) as noted in this contract enter into Agreement with other contractors or associations whereby said Union offers better working conditions

and/or wages within the area covered by this Agreement, the members of this Contractors' Association subscribing to this contract shall immediately become Employer subject to the better conditions offered by the Union, either written or oral.

## ARTICLE XXII MARKET PRESERVATION

The Business Agent, with the approval of the Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

Once concessions are granted by the Business Agent, with the approval of the Business Manager, the following procedure shall be strictly adhered to:

Step 1 - Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Agent, who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2 - Once a Business Agent(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3 - Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association Office in his area. To insure that all

individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearinghouse for information regarding contract concessions.

ARTICLE XXIII  
DRUG AND ALCOHOL POLICY

Labor and management agree that a drug and alcohol testing policy should be implemented to provide for a safe work site. Labor and management shall work to provide a mutually agreed to policy and implement it upon acceptance by both parties.

ARTICLE XXIV  
CORPORATE SIGNATURE AUTHORITY

For purposes of signing any union documents, a signature must be secured from a duly authorized officer of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

ARTICLE XXV  
ENTIRE AGREEMENT OF THE PARTIES

This represents the entire Agreement of the Parties. The Employer understands that the Union is a fraternal society and, as such, and in keeping with the provisions of the Labor Management Relations Act of 1947 as amended, has the right to prescribe its own rules and regulations with respect to any other matters of its own use. However, such rules or regulations whether contained in the by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining agreement, any employment relationship or the relationship between the parties.

IN WITNESS WHEREOF, the parties hereto execute this agreement as of this 1<sup>st</sup> day of May, 2007.

Cement Masons Local 18, Area 539

Central Illinois Builders of AGC

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Executive Vice President  
Having authority to sign on behalf of  
those firms who have assigned their  
Bargaining rights to the Association.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ACCEPTED BY:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company City, State and Zip

\_\_\_\_\_  
Company Phone Number & Fax Number

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Signature

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Date