

AGREEMENT BETWEEN
CENTRAL ILLINOS BUILDERS OF AGC
and
OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA 152
covering
COMMERCIAL & RESIDENTIAL PLASTERING
in
ALL OF LIVINGSTON, MCLEAN, MACON AND DEWITT COUNTIES
AND
PORTIONS OF WOODFORD AND MARSHALL COUNTIES

May 1, 2006 to April 30, 2009

PLASTERING AGREEMENT

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AGREEMENT

This AGREEMENT made and entered into this 1st day of May, 2006 between the CENTRAL ILLINOIS BUILDERS OF AGC hereinafter called EMPLOYER and INTERNATIONAL ASSOCIATION, LOCAL NO. 18, AREA 152, covering the Counties DeWitt, Livingston, Macon, McLean and of portions of Woodford and Marshall, in the State of Illinois, hereinafter called UNION.

THIS AGREEMENT shall become effective May 1, 2006 and remain in full force and effect through April 30, 2006 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

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 further agree to be bound by the terms and conditions of all subsequent Contracts negotiated between the UNION and the Association unless ninety (90) days prior to the expiration of this or any 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.

WITNESSETH

WHEREAS, the parties have heretofore, through a series of negotiations and conferences, come to mutual agreement on various matters affecting the relationship between the parties, and are desirous of reducing said agreements to writing.

IT IS MUTUALLY AGREED between the parties that:

ARTICLE I – VALIDITY

In the event that any paragraph, article or section of this contract, and any amendments thereto, shall be invalid, then neither of the parties hereto shall be bound thereby; but the said articles, paragraphs and sections shall be deemed to be separable and the invalidity of any portion thereof shall not affect the validity of the remainder.

It is the intention of the parties hereto comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent Jurisdictions. In such event, the UNION or the EMPLOYER may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiations and such action shall not constitute a violation of this contract.

ARTICLE II – PURPOSE

The purpose of this Agreement is to set forth the agreements between the EMPLOYER and the UNION regarding hours of work, working conditions, wages, provisions to promote the safety of employees, 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 III – UNION RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative and bargaining agent for all employees of member EMPLOYERS of the Association performing work properly coming under the jurisdiction of the OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA as defined in its trade autonomy and under any agreement made by and between the UNION and any other International Unions recognizes the LOCAL PLASTERING CONTRACTORS as the exclusive bargaining agent.

The UNION agrees to comply with and remain in compliance with the provisions of the Taft-Hartley Act during the life of this Agreement.

ARTICLE – IV UNION SECURITY

1. 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 hire 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 Agreement, whichever is later, as authorized in Section 8 (f) of the Labor-Management Reporting and Disclosure Act of 1959. It is agreed by both parties that the employees who do not belong to the Union may voluntarily join the Union anytime within the eight (8) day period.

2. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this Agreement to complete or maintain his membership because of non-payment of dues, the Employer shall within twenty-four (24) hours of such notice, discharge said employee.

Provided further, that no Employer or the Union, discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other 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.

3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act, as amended, and it shall not be violation of this Agreement nor cause for

discharge, if an employee or employees covered by this Agreement refuse to go through an established Union Picket Line.

4. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State Law. The Employer shall not be in default unless it fails to act within the required period after receipt of written notice.

5. In the event the Employer sub-contracts any job site, work covered by this Agreement, he shall be a guarantor of such performance by the sub-contractor of all terms and conditions of said contractor's agreement with the Union, or in the absence of such an Agreement. In that which in anyway departs from or is inconsistent with the terms and conditions of said sub-contractor's agreement with the Union, or in absence of such an agreement, with the terms and conditions of this Agreement.

ARTICLE V -- UNION REPRESENTATIVES

Representatives of the UNION shall not be denied access to the EMPLOYER'S office or to any portion of the EMPLOYER'S project for the transaction of necessary business with the EMPLOYER of the employees.

The Business Agent may appoint a Steward on all projects, whose duty it will be to see the Contracts are adhered to and all work that comes under the jurisdiction of the UNION is performed by the UNION.

The Steward is to perform all duties assigned to him by the Business Agent.

The EMPLOYER shall recognize the right of the Business Agent to select a Steward. The Steward shall not be discriminated or intimidated against for performing his duties on behalf of the UNION.

Except for one Foreman, the Steward shall be the last laid off. No Steward shall be discharged without the EMPLOYER conferring with the Business Agent. He shall be allowed whatever time is necessary to police the job site.

When an EMPLOYER sees fit to discharge an employee or employees or has a reduction in work force, he is to notify the Steward before taking such action.

When a job is temporarily shut down due to weather or material shortage or similar cause and employees are laid off, the Steward shall be the first employee after the Foreman recalled to work when the work resumes. He shall see that all overtime is divided as equal as possible. He shall also see that apprentices do all phases of their work.

ARTICLE – VI PROCUREMENT OF LABOR

1. The Union and the EMPLOYER recognize that the UNION is in a position to aid the EMPLOYER in recruiting needed employees who can meet the standards of the trade and who

can promote the efficiency and safety of the EMPLOYER. The EMPLOYER agrees to notify the UNION at least sixteen (16) hours prior to when he is in need of new employees and the UNION, when requested, agrees to assist in securing qualified applicants and the EMPLOYER agrees to give such applicants fair consideration consistent with the policies of the National Labor Relations Act as amended. Nothing in this paragraph shall be construed to limit the EMPLOYER from hiring from other sources.

2. The UNION agrees that selection of applicants for referral to jobs shall be made on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of a union membership, policies or requirements.

3. The EMPLOYER retains the right to reject any job applicant referred by the UNION.

4. Neither the UNION nor the EMPLOYER shall jointly or separately, at any time during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any employee, or applicant for employment by reason of race, color, creed, sex or natural origin.

5. The parties to this Agreement will post in places where notices to employees and applicants for employment are customarily posted all provisions of Article VI relative to hiring arrangement, as well as all provisions of Article IV relative to Maintenance of Membership.

6. If a charge is made that there has been discrimination in the procurement, referral or dispatching of an applicant because of union membership or non-membership, a board of arbitration shall be established, as outlined under Article XV of this Agreement, to determine promptly whether the charge is justified.

7. Apprentices are to be secured through the Apprenticeship Committee, which shall be composed of representatives of both Contractors and the UNION. Any EMPLOYER desiring apprentices should make application to the Apprenticeship Committee will establish the number of new apprentices to be accepted. This should be based upon the needs of the industry as projected from reliable trends.

8. Employees shall work only for recognized and qualified contractors or employers who supply all labor and materials. Contractors are not to contract for labor only.

9. The Subcontractor agrees to furnish a copy of the contract to the UNION upon request in order to insure compliance with this paragraph.

10. Any member who is contracting shall not work out of LOCAL UNION while contracting. Any member who wishes to quit contracting must appear before Local Executive Board and shall not contract again for a period of not less than one (1) year.

11. When securing new employees, the Employer will give preference where possible, to workmen residing in the Counties of Livingston, McLean, Macon and Dewitt Counties and portions of Woodford and Marshall Counties.

ARTICLE – VII DUTIES OF EMPLOYER

1. All Employers shall agree to pay Social Security Tax (FICA) as required by law, and shall contribute to the Unemployment Compensation Fund of the State of Illinois to the end that the employees may be covered by this act.
2. The Employer shall furnish the Union with a Certificate of there Compensation Insurance and Public Liability Insurance on or before the 1st of May of each year, and shall furnish the Union with their State Assigned Unemployment Compensation number.
3. The Employer shall be required to observe Safety, Health and Sanitation laws as approved by the Industrial Commission of the State of Illinois.
4. Plastering Contractors may handle tools of the trade providing he has three (3) or more Plasterers in his employ at the time or that there are no Plasterers of Local Union #18 unemployed.

ARTICLE – VIII WORKING CONDITIONS

1. The selection of Plasterer Foreman or Plasterer General Foreman over the workmen of their respective craft shall be entirely the responsibility of the EMPLOYER.
2. All employees will have clothes changed and ready for work at the scheduled starting time. Also, fifteen (15) minutes will be allowed for clean up of plastering working tools, changing clothes and ready to leave job site at scheduled quitting time, provided, however, all work be left in the workmanlike manner.
3. There shall be no limitation as to the amount of work a man shall perform during a working day.
4. No Plasterer shall be required to work where dirty fuel oil blower fans or open coke salamanders, oil or torch, which are injurious to the health are used. Coke salamanders in particular, must be piped to flue or outside opening.
5. No Plasterer shall be required to use stilts or other devices of a like nature in lieu of customary and approved scaffolding utilized in the performance of his work. Stilts may be worn by Plasterers on Hardcote plastering only, including residential and commercial work.
 - a. It is mutually agreed that the use of stilts on finish coat work over conventional plaster will be permitted if mutually agreed to by the Union Representative and the Contractor.
6. All scaffolds must be secure and comply with Safety Laws as approved by the Industrial Commission of the State of Illinois. Scaffolds shall be tight where finishing and ornamental work is being done, and Plasterers shall not be required or expected to reach below the scaffold

level in the performance of their work, or to work in any building without a floor, floors or equivalent.

7. Plasterers and apprentices are prohibited from estimating or sub-contracting work from Contractors or owner built structures, nor shall lump or piece work be allowed. Employees will not work in employment covered by the terms of this agreement other than for employers who are signatory to this agreement.

8. Contractors shall furnish all rods, darbys, floats, sponges or any other tool or equipment necessary to the performance of good work. It shall be the responsibility of the Foremen to see that such tools are maintained and kept in good shape.

9. Plasterers shall not be permitted to work to any corner beads that are put on beams, arches or groin ceilings unless stuck by Plasterers.

10. All buildings where Plasterers or apprentices are employed shall be enclosed and heated between October 1st and May 1st.

11. Plasterers are not to allow Laborers to do any gauging on the board or box or to handle their tools in any way detrimental to the trade and not to allow any one workman to do all of the gauging. All gaugings must be done by hawk and trowel and/or machine. Any materials, which sets up to be put on immediately is gauged material. Keen's Cement, Soap-Stone, Agatite or Lime may be soaked in a box, but if another material is added, it must be mixed by Plasterers with hawk and trowel, with the exception of Sand Finish when Keene's Cement is added. Other material mixed by machine shall be under the direct supervision of the Plasterer.

12. Brown mortar shall not be spiked, except in case of patching. This also includes the doping of Portland Cement.

13. Where three (3) coat work is specified, same shall be known as scratch, brown and finish work. Scratch coat must be thoroughly set before a brown coat is applied. All work is to be screeded and rodded and angles are to be left straight and clean when finished.

14. All projects may have a Steward and he will be appointed by the Business Representative, whose duties shall be to see to it that this Contract is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by Plasterers covering this agreement. Stewards shall be qualified workmen performing the work of their craft. There shall be no non-working Stewards. The Steward shall not be transferred from one project to another without notifying the Business Representative.

15. It shall be the duty of the Steward to report to the UNION any accident of any of the employees covered by this Agreement which may occur on the job site where employed. It shall be the duty of the Steward to see that the injured Plasterers' EMPLOYER or his Representative is personally notified of the injury and to seek aid for the injured Plasterer and to see that his family is notified without loss of pay or time of the Steward so engaged.

Employees shall be required to report injuries occurring during the course of their employment within forty-eight (48) hours of the occurrence of said injury.

16. The EMPLOYER is at liberty to employ and discharge whomever he sees fit, providing no man is discharged for performance of his duties as Steward for the UNION.

17. The employee is at liberty to work for whomever he sees fit providing the Contractor has a signed Agreement with Local Union No. 18, Area 152, but under all circumstances he shall demand and receive wages and conditions stipulated in this Agreement.

18. The official Business Representative has the right to visit all jobs. EMPLOYERS shall make every reasonable effort to acquire passes to visit all job sites for the Business Representative.

19. Fresh drinking water and sanitary utensils will be furnished by the EMPLOYER on all jobs. Whenever lights are needed for workmen to see to perform their work in a workmanlike manner, they shall be furnished by the EMPLOYER.

20. When two (2) or more journeyman Plasterers or apprentices are employed on a project, one (1) shall act as Foreman. On Residential work, the Foreman shall receive at least \$2.00 more per hour and on Commercial work the Foreman shall receive at least \$2 more per hour. When one (1) Plasterer and one (1) apprentice are employed on a project, the Journeyman shall be the Foreman. Plasterers shall take their orders from the Foreman Plasterer and he shall take his orders from the Contractor or his designated representative.

21. Each Employee covered by this contract shall be allowed a ten (10) minute break during the morning work hours.

ARTICLE – IX JURISDICTION OF WORK

SECTION I

The plasterer shall have jurisdiction over, but shall not be limited to:

- (A) All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck must be done by practical plasterers of the OP & CMIA. This includes the plastering and finishing with hot composition materials in vats, compartments, or wherever applies; also the taping and pointing of all joints, nail holes and bruises on the wallboard, and for drywall, regardless of the type of materials or tools used; level five finishing of gypsum board; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same.

All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the plasterer only. Also the sticking, nailing, and screwing of all

composition caps and ornaments. The preparing, scratching, and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the OP & CMIA who are practical Plasterers. The preparation, all methods of installation, and repair of all interior and exterior insulation systems (E.I.F.S.), including but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, encapsulation, all fireproofing and refraction work, including, but not limited to: All steel beams, columns, metal decks, and vessels, shall be the work of the Plasterers.

All work connected to the preparation, handling, mixing, building scaffolds, machine operation, and tending of members of the bargaining unit shall be done by members of the bargaining unit. This section of the contract will only be used by mutual consent of both parties of this collective bargaining agreement.

- (B) Local unions shall have autonomy governing the mixing of all materials but shall not deviate from manufacturers' standards or the specifications of the America Standards Association.
- (C) All casting must be done by members of the OP & CMIA. The applying of any plastic material to soffits, ceilings, and perpendicular work, and the finishing, rubbing, polishing, cleaning, whether done by hand, machine, or any other method, is recognized as the work of the plasterer, except a base six inches or less. This does not include such patching, brushing, covered in.
- (D) All cement plastering shall be supervised and executed by the plasterer on walls, over and above six (6) inch base.
- (E) Plasterers' claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Platerweld, and any similar products, regardless of the type of base these materials may be applied to.
- (F) All casting, installing, finishing, rubbing, and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OP & CMIA.
- (G) Casting shall be permitted as follows:
 - (1) Domes that do not exceed two (2) feet in diameter may be cast.
 - (2) Niches may cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
 - (3) Moldings clustered with enrichment may be cast.
 - (4) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.

- (5) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
- (6) On an alteration where the work, which would ordinarily be run, cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Local Union.
- (7) All small spandrels or panels under two (2) feet in diameter may be cast.
- (8) All caps not exceeding two (2) feet in diameter may be cast.
- (9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (10) Small pattern ceilings of geometrical design; coffered ceiling when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

ARTICLE – X JURISDICTIONAL DISPUTES

SECTION I

It is agreed that the collective bargaining agreement covers all work jurisdiction of the OPCMIA as presently set forth in its International Constitution under the sections dealing with Plasterers' and Cement Masons' jurisdiction. The EMPLOYER agrees to recognize the jurisdictional claims of the union that have been established by agreements of record with other crafts, awards contained in the green book or as a result of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes.

SECTION 2

The EMPLOYER and the UNION severally agree to be bound by all terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the Construction Industry (hereinafter referred to as the "Plan"). In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, Arbitrator(s) or the National Arbitration Panels established under the Plan, and to fulfill the obligations of the EMPLOYER and the UNION, respectively, as set forth in the Plan and under the Agreement.

SECTION 3

The UNION and the EMPLOYER shall cooperate to the fullest extent in the settlement of jurisdictional disputes. There shall be no stoppage of work or slow down arising from any jurisdictional dispute.

ARTICLE XI-HOURS OF WORK

1. The regular workweek will start on Monday and conclude on Friday. Eight (8) consecutive hours of one-half (1/2) hour lunch period between the 4th and 5th hour

after the starting time, between 7:00 A.M. and 4:30 P.M. shall constitute a normal workday. Starting time for the workday 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 employees of and EMPLOYER on the job site shall have the same starting time except when other arrangements are mutually agreed to.

2. All work performed by any employee in excess of eight (8) hours in any one day, Monday through Friday, and any time worked on Saturday shall be paid for the rate of time and a half (1 $\frac{1}{2}$). The overtime of pay for all Holidays, or work performed on Sunday shall be at the double time rate. The EMPLOYER shall report to the Union Business Representative sixteen (16) hours prior to the starting time of Plasterers, Apprentices, or Trainees who will work on Saturday, Sundays, and Holidays.
3. All work performed on Sundays and Holidays shall be paid for at the double time rate. The following Holidays shall be observed by the federal government: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day may be observed on the day after Thanksgiving Day, providing it's agreeable with both the EMPLOYER and UNION. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager. If a Holiday falls on Saturday, it will be observed on the previous Friday. If a Holiday falls on Sunday, it will be observed on the following Monday.
4. The regular payday shall be once a week on Friday, except when payday is a holiday, then the last workday before the holiday shall be payday.
5. Any man when ordered by the EMPLOYER for work and not being put to work shall be paid two (2) hours for reporting, unless it is due to breakdown or bad weather. EMPLOYERS, who request men to stay on the job during breakdowns or lack of materials and then fail to start the men, shall pay the men for all waiting time.
6. If an employee is called out before noon, he shall be paid a minimum of four (4) hours pay. If called out after noon, he shall be paid a minimum of eight (8) hours' pay.
7. When so elected by the Contractor, multiple shifts of at least three (3) consecutive days' duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate for seven (7)

hours worked. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the “graveyard shift” shall receive eight (8) hours pay at the regular hourly rate for seven (7) hours worked.

8. A lunch period of thirty (30) minute shall be allowed on each shift.
9. Shift clause shall apply on regular workweek only; from 8:00 A.M. Monday through 8:00 A.M. Saturday. All other work performed on Saturday, Sunday, or holidays and all hours worked other than the regular shift hours shall be paid according to craft Agreement.
10. There shall be no pyramiding of overtime rates and double the straight time rate.
11. By mutual agreement between the Union and the Employer, a work week consisting of four (4) ten (10) hour days may be utilized on a project.

The work day shall consist of ten (10) hours worked between the hours of six o'clock (6:00) a.m. and five thirty (5:30) p.m., including lunch.

The work week shall consist of four (4) ten (10) hour days commencing at six o'clock (6:00) a.m. Monday and ending at five thirty (5:30 p.m.) Thursday.

All hours worked in excess of ten (10) hours per day, Monday through Thursday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.

In the event that weather conditions or other acceptable conditions to the Union 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 attain forty (40) hours per week). If Friday is worked as a regular work day, then any work performed on Saturday will be paid at the time and one-half (1 1/2) rate of pay.

In the event that the regular four (4) ten (10) hour days are worked and an Employer wants to work Friday, then all hours worked on Friday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay. In such case, any time worked on Saturday shall be paid at the double time rate of pay.

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.

When employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch period.

ARTICLE XII – WAGES

1. During the life of this Agreement, wages will be paid to the employee working for the EMPLOYER according to the wage scale set forth in the Annual Wage ADDENDUM, considered to be part of this Agreement.

The rate of wages of Journeymen Plasterers and Apprentices covered by this Agreement shall be as follows: Effective May 1, 2006-April 30, 2007, the wages shall be \$ 25.92 base hourly with \$1.70 added each remaining year to be apportioned between base wage and fringe benefits as directed by the parties.

2. Apprentice wages shall be as follows:

1 st 6 months – 55% of Journeyman’s wage	2 nd 6 months – 60% of Journeyman’s wage
3 rd 6 months – 65% of Journeyman’s wage	4 th 6 months – 70% of Journeyman’s wage
5 th 6 months – 75% of Journeyman’s wage	6 th 6 months – 80% of Journeyman’s wage
7 th 6 months – 90% of Journeyman’s wage	8 th 6 months – 95% of Journeyman’s wage

If an apprentice does not work five hundred (500) hours within the six (6) month period, then and in that event the apprentice does not qualify for a wage increase.

The apprentice wage rate will be established by the parties to this contract and registered with the State Apprenticeship Bureau.

3. A Foreman shall receive \$2.00 per hour above the regular wage scale. The Foreman shall hire, discharge and place his men.
4. Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third (3rd) day prior to payday. Accompanying each payment of wages shall be a separate statement identifying the EMPLOYER, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.
5. If no work is performed on payday, the paychecks shall be available at the job site not later than one (1) hour from starting time at the customary place.
6. When an employee is laid off, or discharged, his pay continues until he is paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.
7. If an employee is made to wait beyond that time for his money he shall be paid regular rate of wages for all the time he waits.
8. It shall be the duty of the Steward to report to the UNION any accident to any of the men which may occur on the job where employed. Any employee injured on

a job that is unable to return the job by written order of the Doctor that day, shall receive a full day's pay. If he returns to the job that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical from is scheduled working making such visits. Notice will be given the day before a Scheduled treatment and return to work with slip signed by the Doctor that acknowledges the appointment hour and the time of day released from treatment.

ARTICLE XIII – BOND

Unless waived by mutual agreement between the Employer and the Union, any Employer signatory to this Agreement shall obtain and maintain during the term of this Agreement a surety bond acceptable to the Trustees in the amount of twenty-Five Thousand Dollars (\$25,000), to guarantee to his employees under this Agreement the payment of wages, fringe benefits, and other payments as listed above.

In the event of failure, default, or refusal of an Employer to meet his obligations to his Employees to pay all monies specifically set forth in the Current Addendum to this Agreement, when due, the Union, aggrieved Employees Fund, and Training Fund, after written notice to the Employer, may file claim to obtain payment, costs and reasonable attorney's fees fro the applicable surety bond.

Said failure of an individual Employer who has defaulted to obtain and maintain an effective surety bond as required herein or failure and default by an individual.

Employer who has defaulted of payment of obligations covered by the Union a gross breach of this Agreement by the individual Employer who has defaulted in consequence of which the Union shall have the right to take any economic action, including refusal of Employees to work for the individual Employer and picketing and the individual Employer to obtain compliance by the individual Employer who has defaulted with the Agreement, notwithstanding any other provisions of this Agreement.

Failure of an Employer to obtain and maintain an effective Surety Bond as required herein, or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the Surety Bond, may at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to take any economic action, including refusal of employees to work, and also, have the right to picket, in order to obtain Employer compliance with this Agreement, not withstanding any other provisions of this Agreement.

ARTICLE XIV – PRE-JOB CONFERENCE

A pre-job conference shall be held at the Union's request before any job is started.

ARTICLE XV – SUBCONTRACTING

The EMPLOYER agrees not to subcontract out any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation signatory to this understanding. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

ARTICLE XVI – DISPUTES AND ARBITRATION

Should any employee or the EMPLOYER covered by this Agreement believe that he has been unjustly dealt with or that any provisions of this Agreement have been or are being violated, such grievance shall be handled in the following manner.

1. The Employee or EMPLOYER shall immediately report such grievance to the Steward or Business Agent, as the case may be who shall go with him to the Superintendent or EMPLOYER'S Representative on the job site and endeavor to have same as jested.
2. In the event such complaint or grievance cannot be satisfactorily settled in this manner, the matter shall then be submitted within twenty-four (24) hours to the Business Agent of the UNION'S Representative and a representative of the EMPLOYER, who shall be selected by the EMPLOYER to act on such grievances.
3. In the event such complaint or grievance shall not have been satisfactorily settled, the matter shall then be submitted to an arbitration committee of three (3) for final decision. This committee shall be selected as follows: One (1) member selected by the UNION, one (1) member shall be selected by the EMPLOYER, and these two (2) shall select a third impartial member who shall act as Chairman. This committee shall hold hearings as expeditiously as possible, and render its decisions in writing without due delay (within five (5) days) and the decision of the committee shall be final and binding on both parties.
4. The arbitrator named by the UNION and the arbitrator named by the EMPLOYER shall serve as such without compensation. Necessary expense of the hearing including any compensation for the third arbitrator shall be shared equally by the parties hereto.
5. It is distinctly understood that hours of labor, rates of pay and the use of the Union Label are not subject to arbitration during the life of this Agreement.

ARTICLE XVII – STRIKES AND LOCKOUTS

1. There shall be no strikes, other work stoppages or slow downs or lockouts during the life of this Agreement until the grievances and arbitration procedure herein provided for shall be exhausted.
2. The UNION shall not sanction or encourage any of its members:
 - (a) To engage in any picketing establishing or furthering a secondary boycott or illegal strike.
 - (b) To refuse to cross a picket line set up supporting any illegal strike or secondary boycott.
 - (c) It shall not be a breach of contract for employees to refuse to cross a legal picket line.

ARTICLE XVII – SIGNATURES

1. IN WITNESS THEREOF, Local Plastering Contractors of Bloomington, Illinois, party of the First Party and Local Union #18 of Operative Plasterers and Cement Masons International Association, party of the Second Part, do hereby agree to abide by all the Articles and paragraphs contained herein.
2. 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.

CENTRAL ILLINOIS BUILDERS
OF AGC

LOCAL UNION #18, OPERATIVE
PLASTERERS

Executive Vice President

Business Manager

Date

Business Agent. Area 152

