

AGREEMENT

BETWEEN

CENTRAL ILLINOIS BUILDERS OF AGC

and

CEMENT MASONS

of the

OPERATIVE PLASTERERS' AND CEMENT MASONS'

INTERNATIONAL ASSOCIATION, LOCAL #143

MAY 1, 2013 through APRIL 30, 2016

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of May, 2013, between CENTRAL ILLINOIS BUILDERS OF A.G.C. hereinafter called Employer, and OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL #143, hereinafter called Union.

WITNESSETH:

IT IS MUTUALLY AGREED between the parties that:

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.

SCOPE OF WORK

Section 1. Geographic Jurisdiction. This Agreement shall cover work performed within the jurisdictional boundaries of Local #143, O.P. & C.M.I.A., including the Counties of Champaign, Clark, Coles, Crawford, Cumberland, Douglas, Edgar, Ford, Lawrence, Effingham, Moultrie, Piatt, Shelby, Wabash, and Vermilion in the State of Illinois.

Section 2. Type of Work Covered. This Agreement shall cover all work performed by employees covered by this Contract in the following described operations:

All concrete work including foremanship of Cement Masons working on same, such as building, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads paving, alleys, and roofs, mass or reinforced concrete slabs and all flat surfaces of cement, troweled or mastic flooring, sheet mastic flooring, and other types of troweled or resilient floor, the operation and control of all types of Vacuum Mats used in drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines, bull floats on building construction, and buffing and grinding machines, the finishing, curing, and washing of all concrete work, using any color pigment when mixed with cement, magnesite rubbing and grinding, granitoid, mosaic and other nail coat whether done by brush broom, trowel, float or any other process including operation of machine for scoring floors.

The work done in straight edging and stamping of all concrete and the pouring and finishing of all walls, sills, copings, steps, stairs, and risers, and running all cement, magnesite composition, oxide chloride material 6" base or less, all preparation,

processing and finishing of pervious concrete, all polishing of concrete and all preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping, bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting all strips, screeds, stakes, and forms to put in footings, basement floors, sidewalks, driveways, curbs, and gutters, cement porches and exterior steps poured against earth, all screeds to strike off concrete floors and the leveling of all concrete shall be done by these employees. Cement Masons shall do all setting of screeds of lumber, metal, or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2x4's or other plain pieces of material when held in place by stakes and/or spreaders.

The laying and finishing of poured in place gypsum material for roofs. All drying packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that are set on concrete foundations, the setting of expansion joints, the pointing and caulking around steel sash on exclusive concrete shall also be done by these employees; sand blasting, latexing of all concrete floors, caulking around steel door frames, and any work connected with prefabricated and prestressed concrete done on the job site, if such items are awarded to the Cement Masons by the National Joint Board for the settlement of jurisdictional disputes.

Section 3. It is further agreed that the employer will assign work to the Cement Masons such work tasks for which it has been given jurisdiction as determined by the last prior decisions or agreements, if any, as approved by the National building and Construction Trades Department of the AFL-CIO or approved by the National Joint Board for settlement of jurisdictional disputes.

Section 4. In the event of a Jurisdictional Dispute which arises between or among two or more crafts, such disputes shall be resolved in accordance with the rules established by the National Joint Board of Settlement of Jurisdictional Disputes.

UNION RECOGNITION

Section 1. 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 Union affecting matters of jurisdiction.

Section 2. The parties agree to comply with and remain in compliance with the provisions of the Taft-Hartley Act during the life of this Agreement.

UNION SECURITY

Section 1. The Employer agrees that the local labor including the foreman, when same is available, will be given preference on all work performed within the territorial jurisdiction of the local union signatory to his Agreement; provided, however, no employee employed by an employer shall be discharged or laid off solely for the reason he is deemed to be non-local labor. Local labor is defined as that group of employees who reside within the area covered by this Agreement or who have worked a substantial portion of the time during the past three (3) years within the area covered by this Agreement.

Section 2. All contractors shall notify the business agent twenty-four (24) hours in advance for the calling of finishers.

Section 3. All bargaining unit employees covered by this Agreement as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union. Failure of an employee to comply with the provision of this Article shall, upon written request of the Union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the Union if: (A) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to the other members or (B) he has reasonable grounds for believing that membership was denied or terminated 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 or retaining membership.

INSURANCE

The Employer shall comply with all applicable laws of the State of Illinois and of the United States pertaining to Workmen's Compensation, Social Security and shall elect to be bound by the provisions of the "Unemployment Compensation Act" approved June 30, 1937, as amended, of the State of Illinois on all employees regardless of the number of employees employed.

UNION REPRESENTATIVES

Section 1. Representatives of the Union, including the Business Agent, 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 or the employees, subject to security regulations applicable to all other visitors. Authorized Union representatives shall notify the site superintendent upon their arrival at the job site.

Section 2. The Employer shall recognize the right of the Business Agent to select a steward from among its employees to perform the duties assigned to the steward by the Union. A steward's duties shall be limited to observing safety conditions on the job and receiving grievances to report to the Business Agent, although the steward may assist in settling minor grievances on the job site.

Section 3. There shall be a steward on each job site. The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

SPECIAL WORKING CONDITIONS

Section 1. All Cement Masons shall be furnished respirators while grinding and the same shall be sterilized before being issued for further use. Also Employers shall furnish fans or suitable equipment to clear the dust when needed as determined by Union steward and Employer's representative.

Section 2. Any employee who is hired for a job outside of the area covered by this Agreement shall receive from his Employer fair travel compensation, to be worked out between the employer and employee. No employee shall be entitled to his return fare if he quits the job before he is discharged.

Section 3. No employee shall work where open salamanders, gasoline, oil or any torch which is injurious to the health of the employees are used. Salamanders in particular must be piped to a flue or outside opening.

Section 4. When a local contractor employs local workmen, the wages shall be those specified in this Agreement no matter where they are assigned.

Overtime shall be computed in units of not less than one-half (1/2) hour.

Section 5. The work day and work week shall be structured in one of the following two methods:

I. If the employer elects to work a five day week, eight hours shall constitute a days' work between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. All time worked after eight (8) hours Monday through Friday shall be paid at one and one-half (1 1/2) times the regular rate, subject to paragraph III of this section. Work performed on Saturday will be paid at one and one-half (1 1/2) the regular rate, Sunday and holidays will be at double time.

II. The employer may elect to work a four day/ten hour a day work schedule if all related crafts agree. The work day shall constitute ten hours a day between the hours of 7:00 A.M. and 6:00 P.M., Monday through Thursday. If the contractor elects to work on Friday after 40 hours are completed for the week, the work shall be paid at one and a half (1 1/2) time the regular rate. If 40 hours of work have not been completed Monday through Thursday, the hours worked up to forty (for the week) on Friday shall be at the straight time rate. All other hours shall be at time and one-half (1 1/2) except Sunday and holidays.

III. Overtime rates will be at time and one-half (1 1/2) from October 1 through March 31. From April 1 to September 30 the overtime rate will be double time after 10 hours.

The employer may alter the starting time on any job between the hours of 6 a.m. and 8 a.m. Starting time not falling between the hours of 6 a.m. and 8 a.m. may be altered by mutual agreement between the employer and the business agent.

If work is required on Saturday, Sunday, or Holidays, the business agent shall be notified.

Overtime shall be divided as equally as possible among the Cement Masons on the job.

Overtime hours covered by federal or state laws shall be worked in accordance with said laws.

Section 6. Not more than one member of a firm shall be permitted to work with the tools.

Section 7. When the employees report on the job site and start to work they shall receive eight (8) hours pay, weather permitting. When employees are not put to work they shall receive two (2) hours pay as show up time, weather permitting. Employees shall not leave project until dismissed by cement mason foreman.

Section 8. Any straight edge over six (6) feet in length shall require two (2) cement finishers.

Section 9. Employees shall not be docked because poured material is not ready to finish and shall be paid for noon hour if work forces them to take a short lunch period.

Section 10. All employees must do their work in a good and workmanlike manner, and it shall be the duty of the steward, business agent, and employees to see no work being done in a hurry-up style. When laid off or discharged, employees shall remove their tools from the job at once.

Section 11. The first man on the job shall receive foreman's pay, which shall be \$1.75 over scale. Employees shall take orders from the foreman only. The foreman, after consultation with the employer, shall hire, discharge, and place his men. The foreman need not handle tools after four (4) men, including himself, are on the job. When ten (10) employees or more are employed by a contractor at a specific jobsite, there shall be a general foreman and a foreman among the employees. In order to receive the foreman's pay scale, the foreman must complete daily reports and time sheets as required by the employer. The general foreman shall receive 15% above the foreman's pay, computed to include all premium pay.

Section 12. The contractor shall have a place to keep tools where they will be safe and shall furnish all special tools, such as straight edges, stones, darbys, base tools, bush hammers, curb edgers, brushes, rubber floats and cork floats, or any other special tool which might be needed.

Section 13. Holidays are: New Year's, Memorial Day, Fourth of July, Labor Day, Veteran's Day (to be celebrated the day after Thanksgiving), Thanksgiving Day, and Christmas Day, or the days observed as such by a majority of the crafts.

Section 14. Payday will be Friday by 2:30 P.M. If an employee is discharged he shall be paid immediately. If an employee is laid off, and the employer does not have facilities at the job site to prepare payroll checks, the employer shall mail the employee's paycheck to the home address provided to the employer on the next business day. If the employee requests a slip stating the number of hours worked, the employer will provide the same. The employee will receive one hour pay if required to report to the office to pick up the check.

Section 15. The contractor or his representative with prior consultation with the Cement Mason Foreman shall determine all questions concerning concrete construction, the amount to be poured, the estimate of the number of employees to be needed, and the character of the final finish.

Section 16. No employee shall hold the title of foreman and draw foreman's pay for more than one contractor at the same time.

Section 17. Any employee working on a job for the benefit of the overtime in finishing floors and the like shall not quit the job until the work is finished as far as cement finishing is concerned of said construction.

Section 18. All employees are to be allowed fifteen (15) minutes clean-up time at the end of the day.

Section 19. Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M. with 1/2 hour for lunch. (The 1/2 hour lunch period may be taken between the fourth and sixth hours of the work day.) When employees are required to work after 6:30 P.M. they must have reasonable time to eat supper at no loss of time to the employee and if employees do not have time to eat supper, they shall receive 1/2 hour at premium pay. If masons work later than 12:00 midnight, 1/2 hour premium pay shall again be received.

a. Any member that is not allowed a lunch period between the 4th and 6th hours shall be paid for that lunch period at time and one half (1 1/2) rate, and shall be allowed to eat later at no loss of pay.

b. Fresh drinking water and clean utensils shall be furnished by Employer on every job. When a job requires Finishers five (5) or more consecutive days between April 15 and October 30, ice water shall be provided.

c. Contractors must have at least one man in addition to the cement finisher on the job after dark.

d. On all swinging or hanging scaffolds there shall be two employees as a safety measure.

e. The selection of craft foreman or craft general foreman, every workman of his respective craft, shall be entirely the responsibility of the Employer.

f. The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foreman.

- g. Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.
- h. There shall be no limit on production of workmen no restriction on the full use of proper tools or equipment, and there shall not be any task of piece work.
- i. Stewards shall be qualified workmen performing work of their craft. They shall be allowed time to perform their duties.
- j. Slowdowns, forcing of overtime, spread work tactics, standby crews and feather bedding practices have been and they are condemned.
- k. The settlement of jurisdictional disputes shall be settled by representatives of the Local Unions and the Contractors involved. Should the dispute fail to be settled locally, the dispute shall be settled by representatives of the International Associations involved and the Associated General Contractors of America.

Section 20. Shifts

- I. First Shift: When so elected by the Contractor, multiple shifts of at least three (3) 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 work.
- II. Second Shift: 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 and one-half (7-1/2) hours work.
- III. Third Shift: 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.
- IV. A lunch period of thirty (30) minutes shall be allowed on each shift.
- V. All overtime work required after the completion of a regular shift shall be paid according to craft agreement.
- VI. There shall be no pyramiding of overtime rates and 1-1/2 the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

SAFETY/DRUG & ALCOHOL POLICY

1. It will be the responsibility of the employer to provide the appropriate safety equipment as pertains to; fall prevention, head, ear and eye protection. All Cement Masons shall be responsible for wearing the provided safety equipment. Failure on the part of the employee to comply with these rules and policies may be grounds for dismissal.

2. 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. "Non-prescription 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 purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes and shall give rise to a refutable presumption that the Employee was in fact under the influence of alcohol or prohibited drugs.

Employees taking prescription medication which, according to their physician have 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.

Termination's 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 manner as all other grievances as defined herein.

The parties agree that during the term of this contract, that federal and state law as well as specific requirements by owners on their projects will supersede the previous paragraphs regarding the use of drugs/alcohol and such rules and regulations of these entities will be applicable to this contract.

The Union shall assist the Employer in maintaining safe work sites by providing safety training to employees covered under this Agreement. It is agreed that employees shall complete an OSHA 10-Hour Construction Safety and Health Training Course, at a minimum, in order to comply with this section. The Union shall not be held liable in the event that an employee who is injured on the job site has not received this training.

3. Effective May 1, 2011, the Union and the Employer agree to establish and adequately fund a substance abuse consortium. Funding for this consortium will be provided through a six cent (\$.06) per hour Employer contribution. 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. The parties agree that during the term of this contract, a contractor shall not conduct random drug tests among Employees covered by this agreement, except as provided by the Joint Labor Management Substance Abuse Testing and Assistance Program.

The Employer shall contribute the amount listed on the wage addendum per hour for each hour worked by each employee to the "**The Construction Industry Welfare Fund of Central Illinois**" the amount listed on the wage addendum per hour for each hour worked by each employee covered by this Agreement, said trust having been established under the terms of a trust agreement with joint trustees from Union and Association.

EMPLOYEE SAVINGS FUND

Section 1. (a) For the purpose of augmenting the funds available to employees in case of slack periods, to encourage savings as a means of building a reserve, an employee savings plan is hereby created.

Section 2. The decision to deduct for Vacation Savings must be made by each individual employee his first day on the job, and the Employer must be advised accordingly. The Employer agrees to withhold on behalf of each employee, who authorizes such deduction, for each hour worked, the sum of One Dollar (\$1.00). The sum withheld shall be paid monthly, on or before the 10th day of the following month in which the work is performed, to the Vacation Savings Account of the employee at the /P.N.C., 30 Main Street, Champaign, Illinois 61820. Prior to any withholding, the employee shall furnish the Employer with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to withhold from my wages, and to pay over to my Vacation Savings Account at P.N.C., the sum of One Dollar (\$1.00) per hour for each hour worked during the effective period of this authorization."

This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer by registered mail, return receipt requested, not more than forty (40) days and not less than twenty (20) days before any such anniversary date, or on the termination date of the collective bargaining agreement covering my employment, by like notice prior to such termination date, whichever occurs first."

"I certify that said funds authorized to be withheld and deposited to my Vacation Savings Account are under and subject to my control."

The Employee shall provide the Employer with his Vacation Savings Account number at P.N.C. Should the withholding under this section be found unlawful for any reason, the Employer shall be relieved of making said withholdings.

Employer will designate those employees using Vacation Savings Plan by a check mark by employee's name on Union dues report.

WAGES

Section 1. The payroll period shall end no sooner than 5:00 P.M. Tuesday, and wages shall be paid weekly before quitting time on Friday, and no Employer shall hold back more than three (3) days' pay.

Section 2. If and employee is discharged or laid off, he shall be paid immediately. If the Employer does not have facilities at the job site to prepare payroll checks, the Employer or his representative shall give to the terminated employee a slip stating the number of hours and amount of wages to which the employee is entitled. The terminated employee's paycheck shall be overnight mailed to the address provided to the Employer by the employee within twenty-four (24) hours, weekends and holidays excluded. If the check is not at the provided address the following day, the employee shall receive two (2) hours pay at straight time rate for each day the check is late. When an Employee quits of his own accord, he shall wait for the regular payday for his wages.

WAGE SCHEDULE

Section 1. The hourly wage rate payable under the terms of this Agreement shall be as stated in the attached Addendum.

Wages paid by the Employer to apprentices shall be as follows:

| | |
|--------------|------------------------|
| 1st 6 months | 70% of journeyman rate |
| 2nd 6 months | 75% of journeyman rate |
| 3rd 6 months | 80% of journeyman rate |
| 4th 6 months | 85% of journeyman rate |
| 5th 6 months | 90% of journeyman rate |
| 6th 6 months | 95% of journeyman rate |

Section 2. Employees running power hand grinders shall receive a premium of \$1.00 per hour additional with the time starting at 8:00 A.M. for the first employee running such equipment. When additional power grinders are used, the machine time starts when determined by the foreman.

Section 3. Each employee may at his option elect to participate in an Individual Retirement Account (hereinafter referred to as IRA). It is understood to be a voluntary action of the employee. If the employee so chooses he shall notify the Employer on the first day of employment and provide said Employer a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to withhold from my wages and to pay over to my Individual Retirement Account at P.N.C.. in Champaign the sum of One Dollar (\$1.00) per hour for each hour worked during the effective period of this authorization.

This authorization may be revoked by me on any anniversary date of the Collective Bargaining Agreement which provides this option by giving written notice signed by me of such revocation to my Employer by registered mail, return receipt requested, not more than forty (40) days and not less than twenty (20) days before any such anniversary date, or on the termination date of the Collective Bargaining Agreement covering my employment by like notice prior to such termination date, whichever occurs first.

I certify said funds authorized to be withhold and deposited to my Individual Retirement Account are under and subject to the rules and regulations for such an account as furnished by P.N.C., Champaign, Illinois."

The Employee shall provide the Employer with his Individual Retirement Account number at P.N.C. The bank shall furnish to the Employee an accounting of all funds deposited in this account.

The Employer will designate those employees using the IRA option by an asterisk by the employees name on Union dues report.

It is specifically understood that employees working under this Agreement have the option to either take Pension as provided herein, or the Individual Retirement Account. However, they shall not be allowed to take both.

Section 4. In addition to the above wages, the Employer shall pay to "The Construction Industry Welfare Fund of Central Illinois" the amount listed on the wage addendum per hour for each hour worked by each employee covered by this Agreement, said trust having been established under the terms of a trust agreement with joint trustees from Union and Association. In the event the contribution required to be paid into "The Construction Industry Welfare Fund of Central Illinois" is increased by order or resolution of trustees at a later date, such increase shall be deducted by the Employer from the employee's wages, and the Employer shall remit such increase to "The Construction Industry Welfare Fund of Central Illinois".

Section 5. The Industry Advancement Fund payments and the dues payments shall be reported on a single form to be prepared at the expense of the Union, and all moneys so due or withheld shall be paid to P.N.C. in Champaign for distribution by said bank to the designated individual funds.

Section 6. All monies due and deducted by the Employer shall be paid on or before the 10th of the month following the month for which they are due or withheld. Payments not made by the 10th of the month and continuing in arrears to the 1st of the following month, at the election of the Union, are subject to a 10% late charge.

Section 7. It is the intent of the Association and the Union, at the same time that the Pension Fund is created, to establish a single payment report form and payment agent who would receive all payments for Welfare, Pension, Dues, IAF, Substance Abuse Testing, and Apprentice Training and then distribute to the appropriate body.

PENSION

The Employer shall contribute the amount listed on the wage addendum per hour for each hour worked by each employee to the Indiana State Council of Cement Masons and Plasterers Pension Fund, c/o Health Scope Benefits, 9045 E. 59th St., P.O. Box 50440, Indianapolis, IN 46250-0440. Phone: 1-800-950-6789 Ext. 8217.

APPRENTICE TRAINING FUND

In addition to the above wages, the Employer shall pay to the P.N.C. in Champaign, Illinois, the amount listed on the wage addendum for each hour worked by employees for Apprenticeship Training and Special Education Fund. The administration of this fund is to be in the hands of a Joint Apprenticeship Committee composed of an equal number of Employer and employee representatives.

PAYMENT OF DUES

Section 1. The Employer agrees to deduct from the wages of any employee, who authorizes such deduction, Union membership dues in the amount of five and one-half (5 1/2) percent of the negotiated wage and benefit package per hour for each hour worked as provided in the authorization form herein below set forth, provided that the Union furnish the Employer with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union the sum of five and one-half (5 1/2) percent of the negotiated wage and benefit package per hour for each hour worked as my membership dues in said Union during the effective period of this authorization."

"This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer by registered mail, return receipt requested, not more than forty (40) days, and not less than twenty (20) days, before any such anniversary date, or on the termination date of the collective bargaining agreement covering my employment, by like notice prior to such termination date, whichever occurs first."

Section 2. The Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken, or not taken, by the company in reliance on the authorizations presented by the Union for the purpose of complying with any of the provisions of this section.

INDUSTRY ADVANCEMENT FUND

Section 1. In addition to the above wages, the Employer shall pay the amount listed on the wage addendum for each hour worked by the employees to the Central Illinois Builders of AGC, Industry Advancement Fund, hereinafter called IAF, to be held in trust for the purposes of the said IAF, which purposes shall be generally to benefit and promote the building construction industry. Provided, however, that no expenditure from said fund shall be made for any activity injurious to the Union.

It is mutually agreed that the Employers signatory to this Agreement shall pay into an Industry Advancement Fund the sum per hour as denoted in the Addendum. Any employer signatory to this agreement who fails to make the IAF contribution shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten percent shall be due every thirty days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the non-payment of the IAF contribution.

Section 2. No part of the funds allocated for the Industry Advancement Program shall be spent directly or indirectly for any of the following purposes: (1) Promotion of legislation opposed by the Union or opposition to legislation favored by the Union; (2) Subsidies, indemnities or payments of any kind to contractors during, for, or in connection with a period of strike, lockout or work stoppage; (3) Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation; (4) Publicity or public relation campaigns in support of management's position respecting pending or prospective bargaining negotiations with the Union; (5) Any activity injurious to the Union.

SAVINGS CLAUSE

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws. If it is found by competent authority that any section of this Agreement is in conflict with any State or Federal laws, then such sections shall be void and both parties agree to immediately meet and re negotiate such sections to conform to the law. All other sections and articles of this Agreement shall remain in full force and effect.

LIGHT COMMERCIAL AGREEMENT

All work on projects up to \$1,000,000.00 in size and which is not subject to the prevailing wage rate will be performed at 80% of the base wage scale. All fringes will be the same as for other work. Cement Masons will receive the same percentage of base wage scale as related crafts.

INTERNATIONAL ASSOCIATION

Section 1. That the parties to this Agreement agree that the act of the Operative Plasterers' and Cement Masons' International Association (hereinafter called INTERNATIONAL ASSOCIATION) in approving this Agreement as to form and substance, the INTERNATIONAL ASSOCIATION, its officers and agents, shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligations imposed upon the INTERNATIONAL ASSOCIATION, its officers or agents, respecting the terms and conditions of this Agreement in any manner whatsoever.

Section 2. That the approval of the INTERNATIONAL ASSOCIATION as to form and substance is only for the purpose of indicating that the INTERNATIONAL ASSOCIATION certifies that the said Agreement is not in violation of the International Constitution and By-Laws and is approved as to form and substance for that purpose only and no other.

The parties to this Agreement, namely the parties of the first part, known as the Employer, and the parties of the second part known as Plasterers' and Cement Masons' Local Union No. 143 realize the responsibility of having at all times a sufficient number of qualified journeymen and apprentice masons in the area herein covered by this Agreement, so as to assure the general public, city, state and federal agencies of efficient, competent and prompt service on all masonry jobs at a minimum cost to the investor, for qualified finished product and assuming this responsibility.

DURATION

Section 1. This Agreement shall be effective on May 1, 2013, and shall remain in full force and effect until midnight April 30, 2016, and shall continue in force from year to year therefore, except that by written notice given by either party at least sixty (60) days, but not more than ninety (90) days, prior to the expiration date, either party may notify the other of its desire to amend, modify, or terminate this Agreement.

Section 2. The parties hereto mutually agree that they will, at least once each year during the life of this Agreement, meet together to discuss any problems or questions that shall arise out of this Agreement, and shall adjust such problems as they agree such problems are detrimental to both parties.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. In the event of a dispute or grievance, the complaining party shall notify the other party in writing within three (3) days excluding Saturdays, Sundays, and holidays. The Business Representative of the local union and the contractor's representative shall have five (5) days from the date of notification in which to settle the dispute.

Section 2. If either party elects to bypass the procedure listed in Section 1 and/or the dispute or grievance remains unresolved, the matter shall then be referred to arbitration by either party upon written notice to the other. After service of such notification the parties shall, within five (5) days, arrange a hearing with the first available arbitrator from a pre-determined panel of ten (10) arbitrators selected from a list of twenty-five (25) submitted by the Federal Mediation and Conciliation Service. The arbitrator shall, within ten (10) days of hearing the matter, render a decision based solely on the provisions of the applicable agreements. The decision of the arbitrator shall be final and binding upon the Employer and the Union and its members. Such decisions shall be within the scope and terms of this Agreement and in no event shall modify the terms of this Agreement.

Section 3. The time limits specified in Section 2 may be extended by mutual agreement of the parties. The expenses and fee of the arbitrator selected pursuant to Section 2 of this Article, shall be borne equally by the union and the Employer involved.

Section 4. It is distinctly understood that hours of work, rates of pay and use of the Union Label are not subject to arbitration.

MOST FAVORED NATIONS CLAUSE

Section 1. The Union agrees that if it should enter into an agreement which provides for terms or conditions of employment which provides for terms or conditions of employment which are more favorable than those contained in this agreement for specific projects, particular segments of the masonry market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on the specified projects, particular segments of the masonry market or in those geographic areas covered. The only exceptions to this provision are (1) those initial agreements that are signed with newly organized employers to provide a bridge between those rates which are initially established and those which prevail for signatory contractors in the masonry market in which the newly organized contractor is going to operate and (2) any instance in which a job is bid to be completed during a particular contract period, the job is delayed for reasons beyond the contractor's control so that it falls into a later contract period, and the Union agrees to permit the work to be performed under the wage rates in effect when the work was expected to be done.

Section 2. In the event that any question arises as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be initiated in accordance with the Grievance and Arbitration Procedure of this Agreement

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.

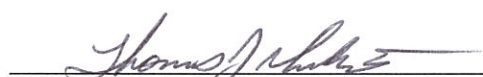
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, approved and ratified by the duly authorized officers of the respective parties as of the day and year first above set forth.

CENTRAL ILLINOIS BUILDERS
OF AGC


OPERATIVE PLASTERERS' AND
CEMENT MASONS' INTERNATIONAL
ASSOCIATION, LOCAL #143


Executive Vice President

Having authority to sign
on behalf of those firms
who have assigned their
bargaining rights to the
Association.


President


Business Agent


Business Manager