

**AGREEMENT**

**BETWEEN**

**CENTRAL ILLINOIS BUILDERS OF AGC**

**AND**

**OPERATIVE PLASTERERS AND CEMENT MASONS**

**INTERNATIONAL ASSOCIATION**

**LOCAL NO. 18**

**(Area 152)**

**MAY 1, 2009 THROUGH APRIL 30, 2012**

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## **AGREEMENT**

This Agreement made and entered into this 1st day of May 2009, between the Central Illinois Builders of AGC hereinafter called "Employer", and Operative Plasterers' and Cement Masons' International Association, Local No. 18, Area 152, of the Counties of Macon, McLean, DeWitt, portions of Woodford and Livingston, in the State of Illinois, hereinafter called "Union".

### **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 -- PURPOSE**

The purpose of this Agreement is to set forth the agreement between the Employer and the Union regarding hours of work, working conditions, wages, provisions to promote the safety of 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.

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. 152 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.

#### **ARTICLE II -- SCOPE OF WORK**

The Agreement shall Cover all employees by the Employer engaged in work coming under all Classifications listed under the trade autonomy of the Operative Plasterer's and Cement Masons International Association of the United States and Canada. Cement Masons shall do the following work: foremanship over all placement for concrete construction, all concrete and composition work such as buildings, 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 and all work assigned. The rodding and finishing of same, whether done by float, trowel, machine, or any other process, the rodding and tamping of all steps, stairs, risers, and running all

cement and plastic material with a 6 inch base or less shall be the work of the Cement Masons. The finishing or washing of all concrete construction using any color pigment when mixed with cement, whether done by brush, broom, trowel, float, or any other process. The operation of machines for scoring, polishing, and Diamond polishing of floors or any other purpose that they may be used for in connection with the Cement Masons trade. The striking off, floating, and finishing of all walls, piers, and foundations. All placement of pervious concrete. The setting of strips, screeds, stakes, and grade stakes. The setting of all sidewalk forms, curbs and gutter forms, weather wood, steel, or any other type of material, the setting of all forms for paved ditch and slope walls, the setting of all forms, using any material, inside the property line, (as established by Project Limit Line ), for slab on grade, paving, parking lots, driveways, storage lots, and any other flat surfaces of concrete. The setting of censor string for slip form curb and gutter and paving machines. The setting of top form for split forms ( as in conjunction with wire mesh reinforcing ), where form is used as a screed. The setting of all screed keys and all expansion joint in floors, sidewalks, driveways, and any other flat surfaces of concrete. All Decorative Concrete Application and the work associated with it, providing that qualified Trades people are available and company qualifications are met. The sawing and scoring of all concrete including, Floors, sidewalks, parking lots, storage lots, curbs and gutter, roadways, slope walls, paved ditches, and any other flat surfaces of concrete, ( inside the property line ), and sidewalk and curbs outside the property line with a skill saw, self-propelled saw, or any other type of machine used for this purpose. The caulking of all concrete expansion or contraction joints and all preparatory work in conjunction with it. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, ect., the patching, brushing, chipping, and bush-hammering, rubbing, and grinding, if done by, machine, or carborundun stone of concrete construction. The pointing, 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 base plates and columns, and all machinery such as engines, pumps, generators, air compressors, tanks, ect. All finishing in connection with pre-fabricated and pre-stressed construction on job sites, including supervision of same, such as sidewalks, steps, floors, slab beams, joists, walls, columns, screeding, finishing, rubbing, grouting, and patching of same. The spreading, screeding, darbying, and trowel finishing of all types of magnesium oxychloride cement composition floors shall be the work of the Cement Masons, including all types of oxychloride, granolithic, or terrazzo composition flooring, hand grinding or machine grinding, except where additional aggregate is added by spreading or sprinkling on top of finished base and troweled or rolled into the finish and the surface, or ground, by grinding machine. Cement Masons shall do all work related to floor repair on existing concrete. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld, and any similar products, regardless of the tools used, the method of application, or color of materials used, and regardless of type of base these materials may be applied to. The Cement Masons shall operate all vibrating screeds or strike off that is motor driven for the

purpose of bringing concrete slabs to grade and ready for finishing. Cement Masons shall operate floating machines and troweling machines that are being used on any floors, sidewalks, or any other flat surfaces where material is being placed and finished. Cement Masons shall sandblast any concrete to produce exposed aggregate finish. The curing of all concrete with any product, protective coatings, epoxy, ect. Sheet mastic flooring and vacuum mats. Cement Masons shall operate hand held laser screeds.

### **ARTICLE III -- UNION RECOGNITION**

The Employer recognized 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 Central Illinois Builders of AGC as the exclusive bargaining agent of those members of the Central Illinois Builders of AGC, who have assigned their bargaining rights to the Association. All parties bound to this Collective Bargaining Agreement hereby stipulate and agree that the legal basis for recognition of the Union and the negotiation and execution of this Agreement is the Union's majority status under Section 9, of the National Labor Relations Act. The Union agrees to comply with and remain in compliance with the provisions of the Taft-Hartley Act during the term of this Agreement.

### **ARTICLE IV -- UNION SECURITY**

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 employees shall be required to become members of 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 seventh (7th) day is to be accumulative within the multiple Employer unit.

### **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 will be to see that this Agreement is 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 Steward shall not be discriminated or intimidated against for performing his duties on behalf of the Union. 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. 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 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**

Section 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 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.

Section 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 union membership, policies or requirements.

Section 3. The Employer retains the right to reject any job applicant referred by the Union.

Section 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 national origin.

Section 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 VIII relative to hiring arrangement, as well as all provisions of Article VI -- Union Security.

Section 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 full board of

arbitration shall be established, as outlined under Article XX of this Agreement, to determine promptly whether the charge is justified.

Section 7. Employees shall work only for recognized and qualified contractors or employers who supply all labor and materials for a concrete pour. Employers are not to contract for labor only.

Section 8. 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.

### **ARTICLE VII—FOREMAN**

On every job when three (3) or more employees covered by this contract are used, one of them shall be foreman. When seven (7) or more employees are used on any one job, the foreman, at the option of the Employer, shall not be required to use his tools and the foreman shall be included among the seven (7) or more employees in making count of employees. When ten (10) journeymen are employed on a specific job, the eleventh man shall be designated as general foremen by the employer. The Employer shall have the right to select and choose his own foreman. The Employer or his Foreman may hire, discharge or lay off employees as he sees fit, providing no employee is discharged or discriminated against because of Union activities, or acting in the capacity of Steward. However, the Foreman shall be the last man on the job. The Cement Mason Foreman shall be notified whenever admixtures are used in the concrete mix. Out-of-town contractors bringing Foreman shall hire a second Foreman from this Local.

Foreman wages shall be paid in accordance with the wage addenda included with this Agreement.

### **ARTICLE VIII-- APPRENTICES**

Apprentices are to be secured through the Apprenticeship Committee, which shall be composed of representatives of both the Employer and the Union. Any Employer desiring apprentices should make application to the Apprenticeship Committee in care of the Business Representative of the Union. The Committee will establish the number of new apprentices to be accepted. When five (5) or more Cement Masons are employed the sixth (6th) one shall be an apprentice when available. Employers agree to make contributions in accordance with the wage addenda included with this Agreement.



PRE-APPRENTICE/TENDER: Pouring, spreading, vibrating, all preparatory work done for the placement of concrete. Pre-Apprentices shall receive 60% Journeymen wage rate, immediately receive the health and welfare contribution and will be eligible for the annuity contribution after three months employment. This classification to be used only with permission of the business manager.

## **ARTICLE IX -- MANAGEMENT RIGHTS**

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

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor-saving devices to be used. However, safety of the employees on the jobsite shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

Section 6. The Union shall promptly send to Central Illinois Builders of A.G.C. a copy of the Prevailing Wage Certification Form which is submitted to the Illinois Department of Labor and the U.S. Department of Labor after each negotiated wage change or other changes to the wages negotiated under this Agreement.

## **ARTICLE X -- DRUG AND ALCOHOL POLICY**

Section 1. Possession, sale, or use of alcohol or non-prescription drugs on the Employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "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.

Section 2. The parties agree that during the term of this Agreement, the Employer shall conduct random drug tests among employees covered by this Agreement as directed in conjunction with the Central Illinois Construction Trades Substance Abuse Testing Program. Reasonable cause shall include, for example; but is not limited to, visible impairment, possession, reports of on duty use, or involvement in an accident, injury or unsafe act.

Section 3. 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 the site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of the same.

Section 4. Terminations 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 Agreement to the same extent and in the same manner as all other grievances as defined herein.

Section 5. 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 reputable presumption that the employee was in fact under the influence of alcohol or prohibited drugs.

## **ARTICLE XI -- SAFETY UNDERSTANDING**

The Employer and each employee agree to comply with the Safety Codes for the State of Illinois and the related Federal Acts covering construction. The Employer shall furnish an adequate supply of fresh water.

It is agreed that each employee covered by this Agreement shall fully comply with all safety directives issued the Employer and shall properly utilize all safety equipment provided by this Employer when so directed. Failure to comply with these provisions shall be deemed sufficient cause for immediate discharge, after warning, without recourse.

The Union shall assist the Employer in maintaining safe work sites by encouraging safety training to employees covered under this Agreement. It is agreed that employees should complete an OSHA 10-Hour Construction Safety and Health Training Course, at a minimum, in order to insure a safe workplace.

## **ARTICLE XII -- OPTIONAL SATURDAY MAKE-UP DAY**

Section 1. By mutual agreement between the Business Manager, Employer, and employee in the event that weather conditions, owner demands or other conditions out of the control of the Employer prevent an employee from receiving 40 hours work during the regular work week, then Saturday shall be considered a regular work day at the straight time rate of pay (only to obtain 40 hours per week). All hours worked in excess of 40 hours for the work week shall be paid at the time and one-half rate of pay.

Section 2. Sundays and holidays shall be paid at the double time rate of pay.

Section 3. It is understood that in order for this Article to become operative, Cement Masons shall receive a premium no less than related crafts for all hours worked.

## **ARTICLE XIII-- INSURANCE**

The Employer agrees to file a valid certificate of Workers' Compensation Insurance approved by the State of Illinois and date of expiration of the policy with the Union or its official representative, which information shall be available to the public on demand. The Employer shall also have a Federal Employer Identification Number and shall pay Social Security on any employee by the contract. He shall further elect to come under the Illinois State Unemployment Insurance Act and pay unemployment compensation insurance on all employees.

## **ARTICLE XIV -- GENERAL WORKING RULES**

Section 1. Whenever concrete is being poured in walls, footings, floors, foundations, columns, caissons and brought to any grade by rodding or the use of a straight edge, trowel, float, or tool of any description, including vibrating to any grade, a Cement Mason shall be used for this work and shall be in attendance while the concrete is being poured. The Employer will call the Business Representative when such small pours are made when appearance or finish is not of primary concern.

Section 2. If any Employer asks the Local Union for specific Cement Mason, that man shall be sent if he is not working elsewhere.

Section 3. Cement Masons may solicit their own work. When doing so, and they are hired by a contractor, the employee will notify the Union hall by the next work day.

Section 4. 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 who is unable to return to 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, 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 treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in 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.

Section 5. The Employer shall have a place to keep tools where they will be safe and shall furnish all special tools, bush hammers, brushes and rubber floats, straight edges, stones, darbys, and base tools or any special tool that might be needed.

Section 6. No Cement Mason covered by the provisions of this Agreement shall be required by his Employer to work on buildings or jobs where workmen of another craft have been assigned to perform work that has been definitely established as being the work of craftsmen covered by this Agreement.

Section 7. Final troweling by finishing machines only will be permitted when specified by Owner, Architect or Engineer. Confirmation of this requirement will be by Business Representative.

Section 8. The finishing of concrete, whether by hand or machine, on the following day will be an Employer and Business Representative agreement. This condition is not in effect when work is stopped by adverse weather or batching malfunction.

Section 9. Employers shall furnish OSHA approved respirators to all Cement Masons 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 the Union steward.

Section 10. No employee shall work where open salamanders, portable heaters, gasoline, oil or any torch that is injurious to the health of the employees are used. Salamanders in particular must be piped to a flue or outside opening.

## **ARTICLE XV -- WAGES, HOURS OF WORK & OVERTIME**

Section 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 current Addendum to this Agreement.

Section 2. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m. shall constitute a normal work day. A one-half (1/2) hour lunch period shall be allowed between the 4th and 5th hours after starting time. If the employee does not eat in this time frame, he shall be paid one-half (1/2) hour at the applicable overtime rate. If the employee has not eaten between the fifth to sixth hour, he will be paid one (1) hour at the applicable overtime rate, time and one-half (1 1/2) Monday through Saturday and double-time on Sundays and holidays. 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. When employees covered by this Agreement are required to work more than two (2) hours past normal quitting time, they must have reasonable time to eat supper at no loss of time to the employee and, if the employee does not have time to eat supper, he shall receive an extra 1/2 hour premium pay.

Section 3. Any employee, 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 employees to stay on the job during breakdown or lack of materials and then fail to start the employees, shall pay the employees for all waiting time.

Section 4. Employees who start work are guaranteed four (4) hours pay unless work is curtailed because of inclement weather, or emergency conditions, in which case employees shall be paid only for the actual hours worked.

Section 5. If an employee starts to work after the lunch period, he shall receive 8 hours pay unless work is curtailed by inclement weather or breakdowns.

Section 6. All work performed by any employee in excess of eight (8) hours in any one day, Monday through Friday, shall be paid at the rate of time and one-half (1-1/2) times the hourly rate. Saturday shall be paid for at the rate of time and one-half (1-1/2) times the hourly rate. Sunday and holidays shall be paid at the double time rate.

Section 7. When employees are required to work after 6:00 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 one (1) hour at premium pay. If cement masons work later than 12:00 midnight, one (1) hour pay shall again be received.

Section 8. Employers requesting Cement Masons through the Union shall give eighteen (18) hours notice of their needs. If such notice is not given, the employee(s) shall be paid from starting time.

Section 9. On all stage, swinging or slip forms scaffolds above height of six (6) feet and tubular scaffolds above the height of twelve (12) feet, Cement Masons shall receive twenty five cents (\$.

25) per hour above the prevailing rate; from twenty-five (25) feet to fifty (50) feet, fifty cents (\$.50) per hour above the rate; fifty (50) feet and above, one dollar (\$1.00) per hour above the rate. High time for any mechanical devices with a man basket, at the swinging scaffolds rate.

Section 10. Employees shall receive two dollars (\$2.00) per hour over the journeyman base wage for operating riding troweling machines. All employees will be paid the higher scale all day when riding troweling machines are used. The employer or job foreman will assign the Cement Mason to operate the riding machine.

## **ARTICLE XVI -- PAY DAY**

The regular pay day shall be once a week on Friday, except when pay day is a holiday, then the last work day before the holiday shall be pay day.

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 pay day. 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.

If no work on pay day, the pay checks shall be available at the job site not later than one (1) hour from starting time at the customary place.

Employees who are laid off on a day that is not the regular payday may claim their final paycheck in person on the next regular pay day or have it overnight mailed to an address provided by the employee. If the Employer's home office is beyond 30 miles from the jobsite, this option shall be made available. If mailed, the check shall be dated for the actual day of layoff. If the check is not at the address provided the following day (excluding Saturdays, Sundays and Holidays) the employee shall receive two (2) hours pay at the straight time rate for each day the check is late. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

## **ARTICLE XVII -- HOLIDAYS**

Section 1. Only the following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving in lieu of Veteran's Day, and Christmas Day. The above holidays shall be observed according to National Law, where applicable. If a holiday is on a Sunday, then that holiday will be celebrated on the following Monday. If the holiday is on a Saturday, then the holiday will be celebrated on the preceding Friday.

Section 2. 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.

## **ARTICLE XVIII -- SHIFT WORK**

Section 1. When so elected by the Employer, 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 work.

Section 2. 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, plus \$.25 an hour for seven and one-half (7 1/2) hours worked.

Section 3. 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, plus \$.50 an hour for seven (7) hours worked.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift.

Section 5. Shift clause shall apply on regular work week only; from 8:00 A.M. Monday through 8:00 A.M. Saturday. All other worked performed on Saturday, Sunday or Holidays, and all hours worked other than the regular shift hours shall be paid according to craft Agreement.

Section 6. There shall be no pyramiding of overtime rates and double the straight time rate shall be maximum compensation for any hour worked.

Section 7. 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.

## **ARTICLE XIX -- PRE-JOB CONFERENCE**

The Employer agrees to notify the Local Unions, District Councils or Local Building Trades Council, of newly acquired work covered by this Agreement, providing the names and addresses of contractor/known sub-contractors, (all subcontractors, names and addresses, etc., will be provided to the designated Local Building Trades Council representative once that information is known), the scope of work to be performed and probable starting date. The Local Unions, District Council or the Building and Trade Council may or may not schedule a pre-job conference at the earliest mutually available date. In emergency situations, such as fire, blowups and the like, this requirement shall be waived.

## **ARTICLE XX -- KEY MAN CLAUSE**

Any Employer working in the geographical area of the Union signatory to this Agreement shall be entitled to one (1) key man under the following conditions:

1. The man must be a member in good standing of the Union for a period of not less than one (1) year.
2. First and last man on the job will be a local man.
3. There shall be one (1) key man on a project unless it is otherwise agreed to by the local Business Agent.

This rule shall be applied as follows: the first employee on a job, including supervision, may be selected by the employer, thereafter, the next two employees must be hired from the local union, thereafter, the employer then may select the next employee, with the local union and employer alternating selections thereafter.

## **ARTICLE XXI -- SUBCONTRACTING**

The Employer agrees not to subcontract out any Cement Mason work to be done at the site of construction except to a person, firm or corporation signatory to this Agreement. The subcontractor agrees to furnish a copy of the contract to the Union upon request in order to insure compliance with this paragraph.

The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

This Article shall not apply to owner-designated contractors.

## **ARTICLE XXII -- STRIKES AND LOCKOUTS**

Section 1. There shall be no strikes, other work stoppage or slow downs or lockouts during the life of the Agreement until the grievance and arbitration procedure herein provided for shall be exhausted.

Section 2. The Union shall not sanction or encourage any of its members:

- (a) To engage in any picket 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 XXIII -- SETTLEMENT OF DISPUTES**

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 adjusted.

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 or the Union's Representative and a representative of the Employer, who shall be selected by the Employer to act on such grievances.

### **ARTICLE XXIV-- ARBITRATION**

Section 1. 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 undue delay (within five (5) days). The decision of the committee shall be final and binding on both parties.

Section 2. 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.

Section 3. 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.

Any and all disputes, stoppages, suspension of work and any and all claims, demands or actions resulting therefrom, or involved therein, shall be settled and determined exclusively by the machinery provided for settlement of grievances, including final arbitration.

#### **ARTICLE XXV -- 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 decisions of the impartial joint board for settlement of jurisdictional disputes.

Section 2. The Employer and the Union severally agrees to be governed by the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the Construction Industry (hereinafter referred to as "THE PLAN").

#### **ARTICLE XXVI -- SAVINGS AND SEPARABILITY**

In the event that paragraph, article or section of this Agreement, 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 to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement 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 renegotiation 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 Agreement.

#### **ARTICLE XXVII -- APPROVAL 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.

### **ARTICLE XXVIII -- BONDING REQUIREMENTS**

Section 1. Unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension, Annuity, Welfare Funds, Working Dues Check-Off, Midwest Foundation for Fair Contracting, IAF and Apprenticeship payments.

Section 2. In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Working Dues Check-Off, Midwest Foundation for Fair Contracting, Apprenticeship Fund, the Union aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Working Dues Check-Off, Midwest Foundation for Fair Contracting and Apprenticeship Fund after written notice to the Employer and Bonding Company, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Section 3. 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 resort to economic and other sanctions against the said Employer. The Union shall give the Owner or Owner's Representative five (5) days written notice prior to any picketing over compliance with this Article Bond to remain in full force and effect for a period of ninety (90) days after job completion.

### **ARTICLE XXIX – 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 XXX –MOST FAVORED NATIONS**

The Union agrees that if it should enter into an agreement that provides for terms or conditions of employment which are more favorable than those contained in this agreement for specific projects, particular segments of the construction market or certain geographic areas, those same terms and conditions of employment shall be made available to any employer signatory to this agreement.

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.

#### **ARTICLE XXXI -- DURATION**

It is understood and agreed that the wages and conditions of employment as covered by the Agreement will be in effect on and after the 1st day of May, 2009 on all work, and will remain in full force and effect through April 30, 2012. Should it be the desire of either party to make changes in wages or working conditions after the expiration date, sixty (60) days or more written notice will be given before the expiration date. If no notice is given, this Agreement will remain in effect from year to year thereafter, subject to sixty (60) days or more notice before each expiration date.

Individual employers signatory hereto who have not assigned their bargaining rights to the Employer Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Employer Association, unless ninety (90) days prior to the expiration of this or any other subsequent agreement said non-member employer notifies the Union in writing that it revokes such authorization. Further, said non-member employer agrees that notice served by the Union upon Employer Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-member employers signatory hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day set forth above.

CENTRAL ILLINOIS BUILDERS OF  
CEMENT  
AGC

OPERATIVE PLASTERERS AND  
MASONS' INTERNATIONAL LOCAL 18

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Executive Vice President  
Having authority to sign on behalf  
of those firms who have assigned

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Business Manager

their bargaining rights to the  
Association.

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Business Agent Area 152

Accepted By:

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Company

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Address

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City                      State              Zip

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Signed                                      Title

