

AGREEMENT
BETWEEN
GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED
AND
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA 12
COVERING
BUILDING CONSTRUCTION
In
FULTON, LOGAN, MARSHALL, MASON, PEORIA
TAZEWELL and WOODFORD

EFFECTIVE: May 1, 2009

EXPIRES: April 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 1st day of May, 2009 by and between the GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INCORPORATED, an Illinois not-for-profit Corporation (hereinafter referred to as the ASSOCIATION), for and on behalf of its members and the OPERATIVE PLASTERERS & CEMENT MASONS' INTERNATIONAL ASSOCIATION, Local Union #18, Area 12, (hereinafter referred to as the UNION).

It is expressly understood and agreed that this Agreement shall constitute an individual AGREEMENT between each EMPLOYER Building Contractor who engages in work covered by this Agreement and who is a member of the ASSOCIATION, whether member of the Association on the date hereof or subsequently becomes a member during the term hereof, and the UNION. A building construction EMPLOYER who engages in work covered by this Agreement and who becomes a member of the ASSOCIATION subsequent to the date hereof shall automatically be fully covered by the terms and provisions of this Agreement as of the date of membership in the ASSOCIATION. ALL EMPLOYERS to be signatory to this Agreement.

Whereas, the EMPLOYERS recognize the UNION as the sole and exclusive bargaining representative of all Journeymen, Apprentices and Trainees in the employ of the EMPLOYERS, it is the mutual advantage of the parties hereto to continue the uninterrupted administration of said Welfare, Pension, Annuity and Apprenticeship Funds, and to enter into the written Agreement setting forth the rates of wages, hours and working conditions.

UNION RECOGNITION

The Employer recognizes the Union as the representative and bargaining agent for all employees of member employers of the Association performing work properly coming under the jurisdiction of the Operative Plasterers & Cement Masons' International Association as defined in its trade autonomy and under any agreement made by and between the Union and any other International Unions recognizes the Greater Peoria Contractors and Suppliers Association as the exclusive bargaining agent of those members of the Greater Peoria Contractors and Suppliers Association, 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 (a) of the Labor Management Reporting and Disclosure Act of 1959.

ARTICLE 1

Purpose

1. The provisions of the Agreement shall be binding upon each member of the above EMPLOYER'S ASSOCIATION of Peoria, collectively and as members of such organization, and upon Local Union #18, Area 12 and each employee of the EMPLOYER represented by Local Union #18, Area 12 while operating in the jurisdictional territory of Local Union #18, Area 12 as indicated on the attached map. The UNION will be furnished a list of ASSOCIATION members upon request.

2. This Agreement is made by and between the parties hereto for the purposes of preventing strikes and lockouts and for facilitating peaceful adjustments of employment and working conditions.

3. It is the intent of all parties hereto to comply with the law. Any provisions of this Agreement contrary to law or regulations covering the construction industry of Contracts shall be amended promptly upon discovery.

ARTICLE 2
Joint Conference Board

1. Whenever disputes or difficulties arise between the parties of this Agreement, and covering the subject of this Agreement only the same shall be submitted to a Joint Conference Board composed of three (3) members of the EMPLOYERS and three (3) members of the UNION.

This Board is created for the purpose of administrating this Agreement and it shall take all complaints under consideration and arrive at a decision by the majority vote.

2. The EMPLOYER and UNION members of the Joint Conference Board shall be named by letter by both parties and shall serve for the length of this contract unless otherwise notified by either party. When alternates are necessary they shall be selected by the UNION Business Representative for the Union's members and by the Executive Vice President for the ASSOCIATION.

3. In case a dispute or a disagreement arises between the parties the same shall be reported immediately to the Chairman or Secretary of such Joint Conference Board for action. This Board shall meet within two (2) working days upon receiving the complaint.

4. Meetings shall be called by the Chairman or Secretary of the Board upon written request of either side stating the object for which the meeting is to be called.

5. Should the Board fail to arrive at a decision, they shall select an impartial arbitrator who shall submit a decision.

6. The decision of the Joint Conference Board, or its selected arbitrator, shall be binding and final upon the Parties in dispute. This procedure shall be the final resolution of all disputes under this agreement except as provided herein.

7. It is agreed that there shall be no slowdowns, strikes, or work stoppages of any character whatsoever by the UNION or its members, either individually or collectively, and that there shall be no lockouts by the EMPLOYER during the term of this Agreement. This provision shall not apply, however, should either party hereto refuse to submit any matter to the Joint Conference Board; as provided for herein, or to abide by the decision of the Joint Conference Board; when the EMPLOYER has not paid employees' wages in full and on time as specified herein; or when the UNION has been advised by the administrator of any Fund specified herein that an EMPLOYER is delinquent as specified herein.

ARTICLE 3
Working Conditions

1. The selection of craft foremen or craft general foremen over workmen of their respective crafts shall be entirely the responsibility of the EMPLOYER.

2. 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. In jobs of sixty (60) days or more duration and temperatures of forty-five (45) degrees or less a change shed shall be provided and heated to approximately sixty (60) degrees when men are present.

3. The EMPLOYER shall furnish a reasonably secure place on the job for storage of workmen's tools. Should the EMPLOYER fail to provide such secure place after being notified, then such EMPLOYER shall pay any loss sustained by workmen because of tools stolen or broken from such insecure place. The EMPLOYER shall furnish all special tools, such as straight edges, stones, darbys, base tools, knee boards, bush hammer, curb edges, or any other special tools that might be needed.

4. There shall be no limit on production of workman nor restriction on the full use of proper tools or equipment and there shall not be any task or piece work. The quality of the finish shall be the responsibility of the EMPLOYER.

5. Jurisdictional disputes shall be settled in accordance with the procedure established by the Building Construction Trades Department of the AFL-CIO, or in special cases as agreed and established by two (2) or more International Unions, without interruption of work or delay to the job.

6. Slowdown, forcing of overtime, spread work tactics and featherbedding practices have been and are condemned.

7. All projects may have a Steward who is appointed by the Business Representative, and whose duties will 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 Cement Masons covered by this Agreement. Stewards shall be qualified workmen performing 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. The Steward will be retained as number two (2) man if there is a reduction in the work force.

It is stipulated and agreed that the only persons to be recognized by the EMPLOYER as being authorized to act for or on behalf of the UNION in any manner whatsoever under the terms of this Agreement shall be the Business Representatives of Local Union #18, Area 12.

8. It shall be the duty of the Steward to report to the UNION any accident to any of the employees covered by this Agreement, which may occur on the job where employed. It shall be the duty of the Steward to see that the injured Cement Mason's EMPLOYER or his representative is notified of the injury and to seek aid for the injured Cement Mason and to see that his family is notified without loss of time or pay of the steward so engaged.

9. The EMPLOYER, or his foreman, is at liberty to employ, discharge and place whomever he sees fit within the guidelines of the Referral Clause of this agreement, providing no man is discharged for performing his duty as Steward of the UNION. The Steward cannot be fired or laid off without notifying the Business Representative.

10. There shall be a journeyman Cement Mason foremen where two (2) or more Cement Masons are employed on the job. The Cement Mason foreman shall have the supervision over the finishing of all concrete. When Concrete is to be poured on any job that requires finishing the Cement Mason foreman shall be notified. The Cement Mason foreman shall receive his orders from the EMPLOYER, or his authorized Superintendent. When fifteen (15) or more Cement Masons are employed on one project, one (1) foreman shall be designated the General Foreman

and receive wages as such. Contractors from outside Area 12 bringing foreman shall hire a foreman from Area 12.

11. There shall be no travel time allowed for employees on any job covered by this Agreement, except when men are moved from job to job during working hours.

12. The official Business Representative has the right to visit all jobs. EMPLOYERS will make every reasonable attempt to acquire passes to visit job sites for the official Business Representative.

13. EMPLOYERS shall not trade Cement Masons without the permission of the Business Representative.

14. Except in cases of extreme emergency, contractors shall refrain from handling tools of the trade, so long as there are available unemployed Cement Masons covered by this Agreement.

ARTICLE 4 Working Day

1. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one-half (1/2) hour lunch period shall constitute the normal work day. A one-half (1/2) hour lunch period must begin 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 5th and 6th 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 (2) on Sundays and Holidays). Employees working one hour past the scheduled quitting time who are not given one-half (1/2) hour lunch break shall receive one-half (1/2) hour additional pay at the overtime rate.

In order to take advantage of day-light hours, weather conditions, shift or traffic conditions, the Employer, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6 a.m. and 4:30 p.m. with a one half (1/2) hour unpaid lunch period which must begin between the fourth and fifth hour after starting time. Notice of a change in starting time must be given 48 hours in advance and all employees of the Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to between the employer and the business manager.

All time worked before the established starting time and after quitting time shall be overtime and shall be paid for at the overtime rate provided for in this agreement. Further, if an employee works during the established lunch period, he shall be paid at the overtime rate provided for in this agreement.

Except as otherwise indicated in this article, all time worked over eight hours in any one day, Monday through Friday, and all work performed on Saturday shall be paid for at the rate of one and one-half (1 1/2) times the hourly rate. Employees not receiving a 30 minute lunch break as designated above shall be paid one-half (1/2) hour at the time and one-half rate, and shall be allowed twenty (20) minutes to eat lunch before any additional concrete pours are started. All work performed on Sundays and Holidays shall be paid for at the double time rate.

The Employer shall have the sole discretion to select individual employees from Group 1 and Group 2 to work overtime. Employees who work overtime past the scheduled quitting time shall be permitted a lunch break in sequence as work permits at the first available opportunity without loss of time. Employees working one hour past the scheduled quitting time who are not given one-half (1/2) hour lunch break shall receive one-half (1/2) hour additional pay at the overtime rate.

Saturday Make Up Day: In the event of a lost workday on account of inclement weather, Saturday may be a voluntary make up day by mutual agreement between the Business Manager and the Employer. Provided however, that employees shall receive premium pay when any other craft working on the job, in the employment of the employer, receives premium pay from the Employer. The voluntary Saturday Make Up Day shall be available to only those employees on the project or projects where the week day shift was lost and any new hires that were ordered prior to the work day lost for the work day lost. There shall be no retaliation or discrimination towards employees that decline make up work.

Employers agree to report to the Union Business representative sixteen (16) hours prior to the starting time of Cement Masons, Apprentices or Trainees who will work on Saturday, Sundays and Holidays. It is recognized that shorter notice may be required when a Saturday Make Up day is scheduled to make up the previous Thursday or Friday.

2. 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 breakdowns 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.

3. Weather permitting, if an employee starts to work, they shall receive four (4) hours pay. Weather permitting, if an employee works over four (4) hours, they shall receive eight (8) hours pay. An Employee who works over four (4) hours and is laid off that day, shall receive eight (8) hours pay regardless of weather conditions. Overtime days, the employees shall receive pay for the actual hours worked that day.

4. EMPLOYERS requesting Cement Masons through the UNION shall give reasonable notice of their needs. If such notice is not given, the man or men shall be paid from the scheduled starting time.

5. If an employee is not able to work because of inclement weather or breakdowns, he shall receive pay for the time worked.

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

7. All work done on Sundays and Holidays shall be paid for at the double time rate. The following Holidays shall be celebrated as 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 is to be celebrated the day after Thanksgiving. 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.

8. It is agreed that a Contractor may not curtail a normal workday that occurs before or after a holiday without the majority consent of his Employees on any particular project.

9. SLIPFORM, CONTINUOUS POURS, STACKS - There must be three (3) seven (7) hour shifts for eight (8) hours pay when men are available. In the event men cannot be furnished for three (3) shifts, there may be two (2) twelve (12) hour shifts for eighteen (18) hours pay. Shifts must continue for the entire job and men shall be given twenty (20) minutes lunch period without loss of time. The minimum rate of pay for slip form work shall be as follows: 0 to 25 feet - thirty (30) cents per hour; 25 to 50 feet - sixty (60) cents per hour; 50 to 100 feet - one dollar (1.00) per hour; 100 feet and up - two dollars (2.00) per hour.

10. SHIFT WORK - When so elected by the contractor, shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus 25 cents per hour for seven and one-half (7 1/2) hours work.

The night shift shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus 50 cents per hour for seven hours work.

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

Shift clause shall apply on regular work week only. 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 at the rate in the individual agreements.

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

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

a. In the event that men are changed from one shift to another, there shall be eight (8) hours lapse between shifts, otherwise overtime rate shall be applicable.

b. When a shift is started, the men shall be paid for the full shift whether or not discontinued unless the cause is inclement weather.

c. All concrete shall be finished on the same shift in which it is poured and by the same men making the pour, unless by special permission of the Business Representative,

except for slipforms and continuous pours.

SPECIAL SHIFT - By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$3.00 an hour over base rate for eight hours work plus thirty minutes unpaid lunch after the fourth hour.

No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

ARTICLE 5

Safety

1. The EMPLOYER, the UNION and Employees will cooperate in the attempt to prevent accidents and the promotion of safe work habits. Protective equipment as required by the applicable standards of the Federal, and State Safety and Health Regulations, shall be worn and used by Employees in accordance with those standards as a condition of employment.

2. The EMPLOYER shall be responsible for furnishing protective equipment, as required to meet applicable safety standards. This shall include work gloves if required. Items of a custom fitted nature, such as prescription safety glasses, shall be furnished by the Employee.

3. Equipment furnished to an employee, by the EMPLOYER for use while working for the EMPLOYER, must be returned to the EMPLOYER in order for the Employee to receive a replacement. An employee who fails to return any safety equipment, furnished to him by the EMPLOYER for use while working for the EMPLOYER, will have an amount equal to the cost of such equipment deducted from his pay.

4. Fresh drinking water and sanitary facilities shall be furnished by the EMPLOYER.

5. No Cement Mason shall be allowed to work where blower fans or open coke salamanders, gasoline or oil torches which are injurious to the health of Cement Masons are used. Coke salamanders in particular must be piped to a flue or outside openings.

6. EMPLOYERS shall furnish Cement Masons with respiratory protection devices that meet safety standards (gauze masks are not generally considered as respiratory safety devices) while performing dry grinding, or other work requiring such protection and proper provisions shall be made by EMPLOYERS to keep apparatus sterile for use by the Employees.

7. No Cement Mason 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.

8. Hard hats shall be worn on all jobs within the jurisdiction of the contract. All jobs where hot lead is poured in joints, full face shields and leather arm and chest shields (welder type) shall be furnished by the EMPLOYER.

9. Rubber boots are to be furnished by the EMPLOYER on all projects where the

employees are working in mud, water or sloppy concrete and rubber rain coats are to be provided when men are asked to work in the rain. Once issued, it shall be the employee's responsibility to see that boots and raingear remains available and serviceable for a reasonable period of time.

10. Tyvek suits, gloves and dust masks shall be furnished by the employer for those employees working in the dusting applications of color and additives.

11. It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and to ensure a safe and healthy work environment. The worksite shall be maintained in a clean and orderly state, which in-turn will encourage a safe, efficient and more productive operation.

It is important to succeed in this mutual endeavor. Failure of this effort can produce emotional stress, financial hardship and loss of work not only to the employee, but also to the employer.

It is of mutual benefit to both labor and management to work together and pledge jointly that they will do all that is conceivable to maintain a safe, hazard free work environment on each jobsite. Regular jobsite inspections, continuous safety training on and off the jobsite, establishment of emergency procedures for each jobsite and a commitment of continuing teamwork between the parties to this agreement will produce the desired results.

It also should be noted that is any employee fails to comply with any of the company's safety rules or policies, that employee may find himself/herself in jeopardy of being dismissed by the employer.

Drug-Free Workforce

Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, Employers propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly know as NIDA) guidelines. Contractors will develop and maintain a drug testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12-month period), upon reasonable suspicion and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol (definition to be included in testing procedures) or unauthorized prescribed medicines on the Employer's property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined as a positive under this policy).

All applicants for employment with any signatory contractor can be required to submit to and pass a drug test at the Employers expense. Should the Employer require a new applicant to be drug tested, that applicant shall be placed on the Employer's payroll before testing begins. All drug testing will be performed during normal working hours.

No test need be performed, however, if the applicant has been employed by a contractor covered by this agreement, provided the individual authorizes the contractor to obtain information from past Employers to establish the individual's participation in this drug and alcohol testing program. All request for information and information provided shall be maintained in strict confidence.

It is recognized that employees may be required to submit to testing as required by a project owner at the Employers expense. Employees must agree to such testing, provided such tests meet the minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this agreement and shall give rise to a rebuttable presumption that the employee had violated this policy.

Within three days after notification of a positive drug test result, an employee subject to this policy can request the Employer to direct the MRO (Medical Review Officer) to authorize testing of the split sample at another SAMHSA laboratory of the employees choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the Employer shall reimburse the individual for the cost of that test and if employment is available, shall provide that individual with employment.

Employees taking prescription medication, which, according to their physician, may have physical or mental side-effects, which could affect their performance on the job, should report the use of said medication to site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The Employer reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with the procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under federal regulations (Federal Register 59 Fed.Reg 7333-4) for the Department of Transportation regarding drug and alcohol testing.

Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include any wages and benefits that would have been paid had the employee's work hours not been interrupted by the test. Upon written consent of the suspected employee, the Union shall be notified that this member has been requested to submit to drug and/or alcohol testing.

Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the company and the union. The Company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies a company representative that he or she may have a substance abuse

problem in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement, provided the Employer has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the treating health care provider, the employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment, but rather one of encouraging those who feel the need for help to seek it.

Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including, but not limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the jobsite or company property.

The parties hereto have signed a letter of understanding agreeing to participate in an industry drug testing program when such program is operational. Funding will begin May 1, 2007, with a joint contribution of \$.06 cents per hour with each party contributing 3 cents (\$.03) per hour.

ARTICLE 6 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 hired hereafter, shall become and remain members in good standing in the UNION as a condition of their employment, on the seventh (7th) day following the beginning of their employment, or the effective date of this Contract, whichever is later, as authorized in Section 9 (a) of the Labor Management Reporting and Disclosure Act of 1959.

2. It is agreed by both parties that the employees who do not belong to the UNION may voluntarily join the UNION anytime within the seven (7) day period.

3. 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 nonpayment of dues, the EMPLOYER shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no EMPLOYER or the UNION, shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to 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.

4. Employees shall have the right within the limits set by Section 9 (a) of the National Labor Relations Act, as amended, and it shall not be a violation of this Contract nor cause for

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

5. 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 he fails to act within the required period after receipt of written notice.

ARTICLE 7 Referral Hall

1. The EMPLOYER is exclusively engaged in the Building and Construction Industry and the parties have elected to come under the provisions of Section 9 (a), of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the EMPLOYER to:

- a. Notify the UNION of opportunities for employment, and
- b. Give the UNION an opportunity to refer qualified applicants for employment, and
- c. The EMPLOYER shall notify the Union Office in order to secure qualified applicants, if after forty-eight (48) hours from the time an EMPLOYER requests qualified persons and the UNION is unable to furnish the requested persons, the EMPLOYER may then proceed to fill the vacancies directly.

2. The UNION shall maintain a list of persons available for referral. The UNION will not discriminate either in the maintenance of its list or referral for employment against any person because of membership in the UNION. Persons seeking referral must fill out applications at the UNION Hall at reasonable times and conditions set by the UNION and posted at the Union Hall.

3. The EMPLOYER shall request the UNION to refer applicants as required and shall not hire persons not referred by the UNION, except as provided herein, and shall not in any manner circumvent the Union in recruiting applicants. The EMPLOYER reserves and shall have the right to accept or reject, employ or not employ, any applicant referred by the UNION. No supervisor of the EMPLOYER who holds UNION membership shall be bound in the performance of his duty to the EMPLOYER by any obligations of UNION rules, by-laws or membership.

4. Solicitation of Work: Cement Masons may solicit their own work. When doing so and they are hired by a contractor, the employee shall notify the Union within eight (8) hours of the time of hire.

5. The UNION shall maintain a list of applicants for referral established on the basis of the groups listed below. Each applicant for referral shall be registered in the highest priority group for which he qualifies on each Anniversary of the Contract. Each applicant in order to qualify for advancement to the next highest group on the priority list must work six hundred (600) hours between the Anniversary dates of this Agreement.

GROUP 1: All applicants for referral who have worked in the territorial jurisdiction and job classifications of the Agreement with a period of service in the unit covered for two (2) years or more prior to the effective date of this Agreement.

GROUP 2: All applicants for referral who have worked in the territorial jurisdiction and

job classifications of the Agreement with a period of service in the unit covered for one (1) year to two (2) years prior to the effective date of this Agreement.

GROUP 3: All applicants for referral who have worked at the trade in the job classifications set out in this Agreement for one (1) year or more regardless of territorial jurisdiction or service in the unit.

GROUP 4: All other applicants not qualifying for Groups 1, 2 and 3 above.

6. The UNION undertakes no obligation to search for, or by any means locate an applicant on the current referral list who is not physically present in the Union Hall when referrals are made pursuant to a request of an EMPLOYER.

7. When a request for referral has been made by an EMPLOYER, the Business Representatives of the UNION shall refer applicants present in the Union Hall by first referring applicants in Group 1 in order of their places on the out-of-work list, then referring applicants in the same manner successively from Group 2, then Group 3, then Group 4. An applicant who is rejected by the EMPLOYER shall be returned to his appropriate place within his Group.

8. The EMPLOYER reserves the right of recall under Groups 1 and 2 of any former employee covered by this Agreement, but must notify the UNION of any employee recalled. The EMPLOYER has the right to request by name, any applicants on the referral list in Group 1 and 2 and such applicants shall be referred out if then on the out-of-work list. By mutual agreement between the EMPLOYER and the UNION, any or all referral provisions contained herein may be waived on any particular job or project.

9. Subject to the employees retained being qualified and capable of performing the necessary job duties, the EMPLOYER shall lay off employees in the reverse order of their group classifications set out above, with Group 1 employees the last to be laid off.

10. The provisions of this article shall be posted by the EMPLOYER at its premises where notices to employees and applicants for employment are customarily posted, and shall be posted by the UNION at its Union Hall where notices to applicants for referral are posted.

11. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-Era Veteran, nor against qualified disabled veterans or qualified individuals with disabilities.

ARTICLE 8 Jurisdiction

1. The EMPLOYER agrees to recognize the jurisdictional claims of the UNION that have been established by agreement with crafts, awards contained in the Green Book, or as a result of decisions by the Impartial Joint Board for the Settlement of Jurisdictional Disputes. The parties agree to be bound by the rules, regulations and decisions of the Impartial Joint Board for Settlement of Jurisdictional Disputes. All work behind the curb line is considered building construction. If no curb exists, then the property line shall be used.

2. All concrete construction, including foremanship of same, such as building, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving alleys and roofs, or mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, and laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors, the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines be that of the Cement Masons. The Cement Masons shall operate all vibrating screeds, Texas screeds, including use of the winch for pulling same, for the purpose of bringing concrete slab to grade and ready for finishing. All preparation and process of pervious concrete. Polishing to expose aggregate.

3. Mastic flooring, whether laid free-handed, or in precast form on the job, the finishing or washing of all concrete construction using any color pigment when mixed with cement, in any other form, mosaic and nail coat whether done by brush, broom trowel, float, or any other process, including operation of machines for scoring or sawing floors, including walk behind self propelled soft cut saws, or any other purpose that may be used for in the connection with the Cement Masons trade. The sawing, and scoring of all concrete sidewalks or any other flat surface of concrete inside property line, and sidewalks, with a skill saw or any other machine used for that purpose, except for demolition. The caulking of all concrete slabs regardless of the materials used, including the pouring of hot lead.

4. The rodding, spreading and tamping of all concrete, and the spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement, and plastic materials six (6) inch base or less, shall be the work of the Cement Masons; all preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strip, screeds, stakes and grades. The setting up and controlling and use of all transit levels, laser beams and water levels for the purpose of establishing grades for slabs, curbs and gutters of concrete, curb forms, and the installing of stress locks, key locks and latch locks. The setting of all sidewalk forms whether wood or steel forms are used, the setting of all forms for driveways or storage lots, the setting of all screeds keys and all expansion joints in floors, sidewalks, driveways, driveway approaches, except heavy/highway or any other flat surface of concrete, except on hard roads, streets, and alleys, and architectural metal expansion joints. The driving of all stakes, whether wood or metal, to form concrete shall be the work of the cement mason.

5. All glass set in cement. The pointing and patching and caulking around of all steel or metal window frames that touch concrete. The laying and finishing of Gypsum Material Roofs. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, etc. that is set on concrete foundations.

6. All pre-fabricated and pre-stressed concrete construction on the job site and in the shop, including the supervision of same, such as: sidewalks, steps, floor slabs, beams, joints, walls and columns, also, the screeding, finishing, rubbing, grouting, pointing and patching of same.

7. The curing of finished concrete, wherever necessary, whether done by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

8. Cement Masons claim the waterproofing of all work included in their jurisdiction. Cement Masons shall sandblast any concrete to produce exposed aggregate finish.

9. The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors shall be the work of the magnesite composition Cement Mason, including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation of all subfloor surfaces, bonding the preparation and installation of ground base courses, steps, and cove base. The purpose and intent of the six (6) inch base law will not be defeated. All magnesite composition installation work shall be done under the supervision of a competent and qualified magnesite composition Cement Mason.

10. The finishing of all concrete and top materials, when done by trowel, float, bull float, straight edge, brush, broom or any other process of finishing, the patching, also the use of latex or other material as epoxies for leveling or for corrective purposes of concrete slabs, columns, etc., rubbing, brushing, bush hammering of all concrete when done by hand or machine, the setting of curb and gutter forms, setting of all screeds on bridges, viaducts, sidewalks, driveways, and driveway approaches, except heavy/highway, shall be the work of the Cement Mason.

11. The grading of concrete in walls, footings, floors, foundations and columns by the use of a straight edge, trowel or float.

12. Labor Specialist

13. The UNION agrees that the above occupational scopes are not intended to conflict with established practices, International Agreements or Jurisdictional Awards approved by the Building and Construction Trades Department, AFL-CIO. (Green Book decisions attested to by the Chairman.)

ARTICLE 9 Jurisdictional Disputes

The term "jurisdictional dispute" shall be defined as any dispute, difference, or disagreement, involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, organization, and/or labor organization, working on the site or representing a class or craft of employees affected by said assignment of work. In the event of a jurisdictional dispute the following procedures shall be followed to resolve the dispute:

1. The EMPLOYER agrees to meet with the disputing UNION Representatives within forty-eight (48) hours and attempt to resolve the dispute in accordance with decisions or agreements of record or the practice in the locality.

2. Decisions for every job site jurisdictional dispute when agreed upon at a local level, will be recorded in writing signed by the EMPLOYER and retained by the parties concerned. There will be no strikes or lockouts over jurisdictional disputes.

3. Under this procedure there will be no strikes or lockouts over jurisdictional disputes.

4. 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.

The Employer and the Union severally agree 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").

In the event all parties are part of The Plan for the Settlement of Jurisdictional Disputes In the Construction Industry then the Plan Procedure shall be followed for settling jurisdictional disputes, which cannot be resolved at the local level.

5. In the event that one or more of the disputing Unions are not part of The Plan for the Settlement of Jurisdictional Disputes In the Construction Industry, then; the dispute shall be referred to final and binding arbitration under Article 2 of this agreement or other final and binding arbitration procedure acceptable to all parties involved in the dispute. The arbitrator's award on Jurisdictional disputes shall be prospective only, except in cases of repetitive assignments by contractors or repetitive claims by unions, which are in direct contravention of previous decisions under this procedure. In these cases the arbitrator may assign monetary damages not to exceed thirty (30) days form the date of the filing. This procedure and arbitration, if necessary; shall be the final resolution of all jurisdictional disputes under this agreement.

6. Assignments of work shall only be made by the EMPLOYER.

7. If a pre-job conference is requested by either the EMPLOYER or the UNION it shall be held at a time and site designated by the EMPLOYER with all Trades invited. Assignments of work shall only be made by the EMPLOYER and shall be put in writing upon the request of the Business Representative.

ARTICLE 10 Apprentices & Trainees

1. Apprentices:

a. Joint Apprenticeship and Training Committee - the standards and implementation of the Apprenticeship and Training Program and all matters related to training and placement shall be determined and governed by a Joint Apprenticeship and Training Committee, which shall be composed of an equal number of EMPLOYERS and EMPLOYEES.

b. Each EMPLOYER is encouraged to employ apprentices in accordance with the JATC Apprenticeship Standards. An EMPLOYER who employs four (4) or more journeymen shall employ at least one (1) apprentice, and shall employ one (1) additional apprentice for each additional five (5) journeymen employed whenever apprentices are available.

c. The wage of an Apprentice shall be determined and adjusted as the Joint Apprenticeship and Training Committee directs. The wage of an Apprentice shall not be less than seventy (70) percent of the journeymen scale nor more than ninety-five (95) percent of the journeyman scale.

2. Trainee:

a. Trainee, for the purposes of this Agreement, is defined as any person who worked in the Trade and who is neither a Journeyman nor a Registered Apprentice.

b. The administration of the Cement Masons Local Union #18, Area 12 Trainee Program shall be vested in the Local #18 Joint Apprenticeship & Training Fund.

c. Upon selection for training by the Local #18 JATC such Cement Mason Trainee shall be subject to the hiring and referral provision as established by the Collective Bargaining Agreement, Article VII, Referral Hall.

d. One (1) Cement Mason Trainee may be employed on a job where one or more Journeyman Cement Masons are steadily employed and additional trainees may be employed by mutual consent of the Employer and the Union Business Representative.

e. The wages of a Trainee shall be established and maintained at seventy (70) percent of the Journeyman's basic scale.

f. It is recognized that failure to provide training opportunities for journeymen and apprentice, and the failure of these individuals to take advantage of these opportunities stands as a impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the unions may provide to employers current lists of those tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

It is further agreed that the unions will provide to management associations specific information on the scope of any journeyman upgrade training.

3. Pre-Apprentice/Tenders:

a. Pouring, spreading, vibrating, all preparatory work done for the placement of concrete.

b. Wages

1 st 3 months	60% of wages	\$15.48
	Welfare	<u>6.39</u>
		\$21.87

After 3 months	60% of wages	\$15.48
	Welfare	6.39
	Annuity	<u>6.04</u>
		\$27.91

- c. Shall work under the supervision of Cement Masons' Foreman.
- d. By mutual consent between Employer and Business Manager Pre-Apprentices/Tenders may be used.
- e. After one (1) year Pre-Apprentices/Tenders will be able to apply and test for Apprentice Program.

ARTICLE 11

Wages, Welfare, Pension, Annuity, Vacation Fund, Working Dues, Apprenticeship and Construction Industry Fund, TRICON and Collection thereof.

1. Minimum rate of wages including Building Trades Deduction and Dues Check Off:

Effective May 1, 2009	Journeyman Cement Mason	25.80
	Foreman	27.55
	General Foreman	28.55

Future Increases in this Agreement:

Effective May 1, 2010	\$1.85
Effective May 1, 2011	\$1.85

Within sixty (60) days prior to any yearly anniversary date following the execution date of this Agreement, the Union may serve notice to re-open this Agreement for purposes of negotiating wage rates. If, after such re-opening, the parties are unable to agree upon new wage rates the Union may strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

2. The Cement Mason foreman shall be paid at least one dollar and seventy-five cents (\$1.75) more than the rate of pay of the highest paid Cement Mason under his supervision. After fifteen (15) Cement Masons, there shall be a foreman and a general foreman and the general foreman shall receive one dollar (\$1.00) more than the highest rate of pay of any of his foreman.

3. On all swing scaffolds, suspended scaffolds, hanging scaffolds, boatswain chair or safety belts, the Cement Mason shall receive the minimum wage rates as follows: 0 to 70 feet - thirty (30) cents per hour, 70 to 200 feet - fifty (50) cents per hour, 200 feet and up - seventy (70) cents per hour. On Allen type brackets only, when a free fall of thirty (30) feet or more is possible the minimum wage rate of thirty (30) cents shall be paid. These rates will be added to the base wage.

4. Employees assigned by the Employer or his agent to operate the riding trowel shall be compensated an additional \$1.50 per hour in addition to his/her regular rate of pay.

5. Fringe Benefit Option: At the option of the Union, the EMPLOYER agrees that portions of base wage rate or increases specified above may be applied to the Health and Welfare Fund, Pension Fund, Annuity, or Union dues check off. The Union shall give written notice of such change at least 30 days before the effective date of such increase. Changes in such allocation shall be limited to the anniversary dates of the contract, and in the case of the Pension Fund shall have the concurrence of the respective Fund Trustees.

6. Health and Welfare Fund: In addition to the base wage rate, the EMPLOYER agrees to contribute to the Health and Welfare Fund the following amount for each hour worked by his employees who are working under this agreement: Effective May 1, 2009: \$6.39. The Fund shall be administered as a Trust. EMPLOYERS bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement, rules, and regulations shall not be inconsistent with this Agreement. Payments shall be made in accordance with Article 11, Number 15.

7. Pension Fund: In addition to the base wage rate, the EMPLOYER agrees to contribute to the Pension Fund the following amount for each hour worked by his employees who are working under this Agreement: Effective May 1, 2009: \$5.61. The Fund shall be administered as a Trust. EMPLOYERS bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement, rules, and regulations shall not be inconsistent with this Agreement. Payments shall be made in accordance with Article 11, Number 15.

8. ANNUITY –The Employer agrees to pay six dollars and four cents (\$6.04) per hour worked by Employees performing the work of Cement Masons on May 1, 2009, in accordance with the Jointly Administered Trust Agreement. Overtime hours to be paid at the rate of straight time. Same rules, regulations and conditions apply to the Annuity Fund as apply to the Welfare Fund.

9. Apprenticeship Fund: In addition to the base wage rate, the EMPLOYER agrees to contribute to the Apprenticeship Fund fifty (50) cents for each hour worked by his employees who are working under this Agreement. The Fund shall be administered by the Local #18 Joint Apprenticeship & Training Fund Trustees. EMPLOYERS bound by this Agreement are also bound by any rules or regulations contained in this Agreement governing this Fund, provided that such Agreement, rules, and regulations shall not be inconsistent with this Agreement. Payments shall be made in accordance with Article 11, Number 15.

10. Vacation Fund Deduction: It is specifically agreed and understood by the parties hereto that after-tax deductions to a Vacation Fund shall be contingent upon adoption and execution of a valid Trust Agreement, Fund Description and Rules, signed Employee Deduction Cards and any other legally required documentation prior to Employer making Employee deductions to the Vacation Fund. Such fund shall not be established prior to May 1, 2009. Greater Peoria Contractors and Suppliers Association, Inc. shall be notified in writing at least sixty (60) days prior to May 1, 2010 or May 1, 2011 anniversary dates of the implementation of an after-tax Vacation Fund deduction and made a part of Addendum A.

11. DUES CHECKOFF: Within the jurisdictional territory of Local Union #18, Area 12

of the Operative Plasterers and Cement Masons, all EMPLOYERS agree to deduct a dues assessment of five (5) percent per hour for each hour worked by men doing the work of Cement Masons and one-half (1/2) of the journeyman rate for Apprentices and Trainees, who have executed an "Authorization for Check-off" form furnished by the Union. EMPLOYERS agree to forward the dues monies to the Union Office no later than the twentieth (20) day of the following month. Deductions for overtime hours shall be made at the straight time rate. Payments shall be made in accordance with Article 11, Number 15.

12. BUILDING TRADES DUES CHECK OFF: The EMPLOYER has added to the negotiated base rates of pay an amount equal to the West Central Illinois Building and Construction Trades Council Check-off, as set forth below, and shall deduct same from the employees wages each week and remit same to the West Central Illinois Building and Construction Trades Council Check-off, as set forth below, and shall deduct same from the employees wages each week and remit same to the West Central Illinois Building and Construction Trades Council, 400 N.E. Jefferson, Peoria, Illinois 61603; together with a list of names and total hours worked of each employee from whom deductions were made. The payment and the payroll report shall be mailed to reach the office of the Council not later than ten (10) calendar days following the end of each calendar month.

EFFECTIVE May 1, 2009 Ten (.10) cents per hour

The Employer shall be furnished a written authorization from each employee, which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

The territorial jurisdiction of the West Central Illinois Building and Construction Trades Council (see map attached) comprises the following counties, or portions thereof, in the State of Illinois: Peoria, Stark, Woodford, Tazewell, Fulton, McDonough, Logan, McLean and Livingston, that portion of Mason lying north of Route 136, east and west to the county lines, and that portion of Marshall County south of an eastwest line formed by the south county lines of LaSalle and Putnam, which excludes the town of Henry and all territory east of Route 89 in Marshall County.

13. The Combined Central Illinois Construction Industry Fund has been organized to improve public relations, to improve the standards of the Industry, to conduct educational programs, to conduct any program for the benefit of the construction industry and shall not conduct any Anti-Union or Political activity.

a. The EMPLOYER agrees commencing the first payroll following the effective date of this Agreement, to make payments to the Combined Central Illinois Construction Industry Fund "Trust" (hereinafter referred to as the "Fund") for each employee covered by this Agreement as follows:

1. May 1, 2009, for each hour, which an employee works, the EMPLOYER will contribute fifteen (.15) cents to the Fund, and on May 1, 2010 fifteen (.15) cents and on May 1, 2011 fifteen (.15) cents to the Fund.

2. The payment to the Fund shall be made to the Combined Central Illinois

Construction Industry Fund, which has been established under an Agreement and Declaration of Trust, the terms of which are accepted by the EMPLOYER. Payment will be made in accordance with Article II, Section II.

b. All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require. Although no increase in contributions is needed at the present time the Fund reserves the right to increase contributions during the life of this contract.

c. The UNION shall incur no liability of responsibility for the collection of such contributions to the CCICIF "Trust".

14. The parties recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end the parties agree to participate in, support and, in part, fund the operation of the Tri County Construction Labor-Management Council (TRICON). TRICON contributions represent a joint and matching contribution of behalf of each employer and each employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an amount equal to half of the contributions rate at the time such contributions are discontinued.

Effective May 1, 2006.....\$.04 per hour

If during the life of this agreement, TRICON ceases to exist, that matching contribution by the employer shall revert to the employer and that matching contribution by the union shall revert to the union.

15. Each EMPLOYER shall complete the forms as supplied by the Trustees or Administrators of the various Funds and shall transmit the required amount to the depository on or before the twentieth (20) day of each month for all contributions attributable to the prior calendar month. Said form shall contain such information concerning the details of the payments and hours worked by covered employees as is determined by the trustees of said Funds for the sound administration and operation of all Funds for the sound administration and operation of all Funds contained herein.

The Trustees or Administrator of any Fund or the UNION have the right to verify the accuracy or authenticity of the information completed on the forms; or in the case of an EMPLOYER that files no form to verify that none was required; by, upon 10 days minimum notice, having an examination of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. The EMPLOYER shall cooperate with such audit to the fullest extent possible. In the event any discrepancy is discovered, the EMPLOYER shall pay the reasonable cost of the audit plus reasonable damages as assessed by the Fund Trustees, and shall be liable for all reasonable costs for collecting payments due, including Accounting and Attorney's fees incurred even though no legal actions are actually instituted. The Trustees shall have the right to determine damages and collection fees in matters relating to discrepancies with all funds.

a. Reports and payments received in the office of the appropriate Fund Administrator after the Twentieth (20) day of the month following the period covered are delinquent. When an EMPLOYER initially becomes delinquent, and should the EMPLOYER continue delinquent in the reports and payments to the Funds as mentioned

herein, the Union shall have the right to withhold employees covered by this Agreement from the EMPLOYER until such time as the delinquent reports and payments have been made in accordance with the above provisions, the no-strike clause of this Agreement notwithstanding, except:

No employee shall be withheld from an EMPLOYER under this Section until (1) the administrator of the Fund(s) shall have first communicated by certified or registered mail with said EMPLOYER apprising of the delinquency or arrearages, and (2) in the event that the said EMPLOYER fails to satisfy all obligations to the Fund(s) after receiving notification from the office of the administrator, the administrator of the Fund(s) shall contact the EMPLOYER and make arrangements for the immediate payment of all monies due the Fund(s). Copies of the delinquency notification shall be sent by the appropriate administrator to the UNION and the Association at the same time said notice is sent to the delinquent employer. In the event that the delinquent EMPLOYER shall not have satisfied total obligations to the Fund(s) within three working days following receipt of the delinquency notice from the office of the administrator of the Fund(s) as herein provided, the UNION shall have the right to take any legal or economic action including withholding of employees and/or picketing to obtain compliance by that individual employer notwithstanding any other provision of this Agreement, and in such event the UNION shall not be required to invoke or resort to the Joint Conference Board procedures specified in this Agreement.

16. In order to protect the economic standards set forth in this Collective Bargaining Agreement, it is understood that an EMPLOYER shall be responsible for the payment by its Subcontractors of the wages, fringe benefits, hours of employment and economic conditions set forth in this Agreement, including penalties. In the event of the failure to comply with the payment of same and the transmittal of the amounts required to be transmitted, the provisions of Section II of ARTICLE II shall become applicable as regards that EMPLOYER covered by this Agreement, provided, however that employer shall be notified of the subcontractor's delinquency no later than the tenth (10) of the month following the month in which payment is due and shall have twenty (20) days thereafter to comply.

17. Unless waived by mutual agreement between the Employer and the Union, any Employer signatory to this agreement, who:

- a. has not maintained a business office within the jurisdiction covered by this Agreement for at least six (6) months, or;
- b. has been three (3) months late in submitting payments for monies due per ARTICLE 11, or;
- c. has been two (2) months late in submitting payment of monies due per ARTICLE 11 twice during any twelve (12) month period during the term of this agreement, or;
- d. has had employees covered by this agreement withheld for failure to pay monies due per ARTICLE 11;

shall obtain and maintain during the term of this Agreement a surety bond acceptable to the Trustees in the amount of fifty thousand dollars (\$50,000.00) or an amount equal to six (6) times the average of the previous six months of monies due per ARTICLE 11 (whichever is greater) to guarantee to his Employees working under this Agreement the payments of wages, fringe benefits and other payments as listed in ARTICLE 11.

In the event of failure, default or refusal of an Employer to meet his obligations to his Employees to pay all monies specifically stated under ARTICLE 11, when due, the Union, aggrieved Employees or the Trustees or Administrator of the Annuity, Pension Fund, Welfare Fund, Vacation Fund and Training Fund, after written notice to the Employer (as stated under ARTICLE 11, Number 12) may file claim to obtain payment, costs and reasonable attorney's fees from 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 payments of obligations covered by this Agreement in excess of the surety bond may, at the option of the Union, be declared 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 the individual Employer to obtain compliance by the individual Employer who has defaulted with the Agreement, notwithstanding any other provisions of this Agreement.

18. 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, and shall furnish the UNION with the State Assigned Unemployment Number.

19. It is agreed to authorize labor and management to evaluate and possibly implement a negotiated workers' compensation program during the term of this agreement.

ARTICLE 12 Pay Day and Hold Back

1. Wages shall be paid on Friday at the jobsite before quitting time by cash or negotiable check and shall be paid in full, except that three (3) days pay may be withheld to allow the Employer sufficient time to prepare the payroll.

If pay day falls on a holiday, the employee shall be paid on the day preceding the holiday.

By mutual agreement, the business manager and contractor may alter pay day or holdback on any jobsite with reasonable cause.

2. 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.

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

4. When an employee is laid off, or discharged his pay continues until he is paid in full, in cash or other legal tender. When the lay off occurs outside of regular working hours, his pay shall include all time up to an including the last regular day's pay, but pay for overtime portion of his last day's work shall be available at 8:30 A.M. the next regular working day at the office of the

EMPLOYER and may be picked up or shall be mailed that day. Men who are laid off, or discharged, shall have fifteen (15) minutes to pack their tools. When an employee quits of his own accord, he shall wait for the regular pay day for his wages.

5. If an employee is made to wait beyond that time for his money he shall be paid the regular rate of wages for all the time he waits, up to a maximum of eight (8) straight time hours per day.

6. Any Cement Mason injured on the job, who is unable to return to the job by order of the doctor, shall receive a full day's pay up to eight (8) hours.

7. If he returns to the job that day, he shall receive full time pay for the time lost. If the employee's occupational injury permits him to continue work, but requires subsequent visits for necessary medical treatment, or examination during his scheduled working hours, he will be paid for the time lost from his scheduled work in making such visits.

ARTICLE 13 Contract Adjustments

At the request of the contractor, the Business Representative and his executive board may, at their discretion alter any terms and conditions set forth in this agreement.

Should the Union enter into an agreement with any other Employer or Association, which provides better wages and/or terms and conditions of employment, then such wages and/or terms and conditions of employment shall automatically apply to the Employers signatory to this Agreement.

ARTICLE 14 Signatures

1. This Agreement shall become effective May 1, 2009, and remain in full force and effective through April 30, 2012 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.

2. 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, and 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.

This Agreement may be executed in a number of counter parts, each of which shall have the force and effect of duplicate originals and not more than one counter part need be signed by any party hereto.

In witness whereof, we the GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INCORPORATED, and the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, Local Union #18, Area 12 do hereby agree to abide by all articles and sections contained herein.

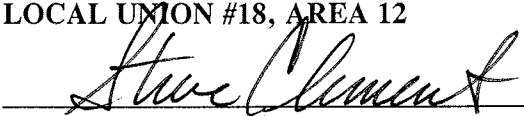
SIGNED

**GREATER PEORIA CONTRACTORS
AND SUPPLIERS ASSOCIATION, INC.**

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION,
LOCAL UNION #18, AREA 12**



Dana Oaks, Executive Director



Steve Clement, Business Manager

EMPLOYERS

Name _____

Title _____

Company _____

Address _____

Phone _____

MEMORANDUM OF UNDERSTANDING

This Understanding made by and between the Employer signatory below and Operative Plasterers and Cement Masons International Association, Local Union #18, Area 12, on _____, 200__:

The Employer, signatory below to this Memorandum of Understanding, certifies that he has received a copy of the Agreement between Greater Peoria Contractors & Suppliers Association, Inc., and Operative Plasterers and Cement Masons International Association, Local Union #18, Area 12, covering Building Construction in Fulton, Logan, Marshall, Mason, Peoria, Tazewell, and Woodford Counties, effective May 1, 2009 and expiring April 30, 2012.

The Employer further certifies that, in accordance with the terms of the aforementioned agreement, he will observe such working conditions and pay such different wages and fringe benefits that may be negotiated upon the anniversary date of the Agreement, and furthermore, that he will be bound to any addenda to the contract negotiated between the Union and the Association listed above.

This Memorandum shall remain in effect and the Employer agrees to be bound for any and all subsequent agreements covering Building Construction negotiated between the above listed Unions and Association, unless 90 days prior to the expiration of the current agreement or any subsequent agreement, the Employer notifies the Union in writing that it revokes the authorization given in the Memorandum of Understanding.

GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INC.



Dana Oaks, Executive Director

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL Union #18, Area 12



Steve Clement, Business Manager

EMPLOYERS

Name & Title _____

Company _____

Address _____

Phone _____

**GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED
AND
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA 12
COVERING BUILDING CONSTRUCTION
In
FULTON, LOGAN, MARSHALL, MASON, PEORIA
TAZEWELL and WOODFORD**

ADDENDUM 1

DRUG AND ALCOHOL POLICY

MAY 1, 2009

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.

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.

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.

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.

Funding will be a joint contribution of six cents (\$.06) per hour with each party contributing three cents (\$.03) per hour.

**GREATER PEORIA CONTRACTORS
& SUPPLIERS ASSOCIATION, INC.**



Dana Oaks, Executive Director

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION,
LOCAL Union #18, Area 12**



Steve Clement, Business Manager