

**AGREEMENT**

**between**

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

**and**

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

**covering**

**COMMERCIAL & RESIDENTIAL PLASTERING**

**in  
the following counties**

**KNOX, PEORIA, TAZEWELL, WARREN, WOODFORD,  
MARSHALL, MASON, FULTON, & LOGAN COUNTIES**

**Effective: May 1, 2011**

**Expires: April 30, 2014**

# PLASTERING AGREEMENT

## Table of Contents

		Page No.
ARTICLE 1	Purpose	1
ARTICLE 2	Joint Conference Board	1
ARTICLE 3	Working Conditions	2
ARTICLE 4	Working Day	4
ARTICLE 5	Minimum Rate of Wages	5
ARTICLE 6	Apprentices	10
ARTICLE 7	Plasterers Jurisdiction	10
ARTICLE 8	Jurisdictional Disputes	12
ARTICLE 9	Duties of Employer	13
ARTICLE 10	Trainees	13
ARTICLE 11	Occupational Safety & Health Act	13
ARTICLE 12	Union Security	16
ARTICLE 13	Hiring Practice	17
ARTICLE 14	Building Trades Check-off and TRICON	17
ARTICLE 15	Date of Agreements & Amendments	18
ARTICLE 16	Signatures	19
	Payroll Information for 2011	20
	Memorandum of Understanding	21
	Addendum 1	22

Agreement entered into this **1st day of May, 2011**

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, party of the Second part, hereinafter referred to as the "Employees of the Union".

Whereas, the Employers recognize the Union as the sole and exclusive bargaining representative of all Journeyman Plasterers and their Apprentices in the employ of the Employers, it is the mutual advantage of the parties hereto to continue the uninterrupted administration of said Welfare, Pension Funds, etc., and to enter into written Agreement setting for the rate 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

The Contractor agrees that the provisions of this Agreement shall be binding upon each and every member of the above Employer's Association of Peoria, collectively 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 jurisdiction of Local Union #18, Area 12 as indicated on the attached map. Non-member plastering Contractors agree to employ Plasterers on the same terms and conditions as the Association.

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

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 or 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 to administrate this Agreement and it shall take all complaints under consideration and arrive at a decision by a majority vote. Contractors and the Union shall exchange letters naming the Board Members.

2. In case of a dispute or disagreement shall arise between the parties, the same shall be reported immediately to the Chairman or the Secretary of such Joint Conference Board for action. This Board shall meet within two (2) working days from the time of the initial meeting to consider the complaint.

3. The 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.

4. Should the Board fail to arrive at a decision within forty-eight (48) hours, the dispute shall be referred to an Arbitrator for decision.

5. It is expressly understood that there shall be no strikes or lockouts either ordered or permitted against the members of either party hereto pending a decision in accordance within this Agreement. Such decision shall be final and binding upon the parties in dispute and shall be the final resolution of all disputes under this agreement except article five and any part of wages and fringe benefits. The above "NO STRIKE" clause shall not apply on Article 5 or any part of wages or fringe benefits.

### ARTICLE 3 - Working Conditions

1. The selection of Plasterer Foreman or Plasterer General Foreman over the workman 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, providing all tools are clean and in a secure place by quitting time.

3. There shall be no limitation as to the amount of work a man shall perform during a working day.

4. No Plasterer shall be required to use stilts. It is mutually agreed that the use of stilts on finish coat work over conventional plaster will be permitted.

5. All scaffolds must be secure and comply with Safety Laws as approved by the Industrial Commission of the State of Illinois. Scaffolds shall be tight where finishing and ornamental work is being done, and Plasterers shall not be required or expected to reach below the scaffold level in the performance of their work, or to work in any building without a floor, floors or equivalent.

6. Plasterers and Apprentices are Prohibited from estimating or sub-contracting work from Contractors or owner built structures, nor shall lump or piece work be allowed

7. Contractors shall furnish all rods, darbys, float coverings, sponges or any other tools or equipment necessary to the performance of Good Work. It shall be the responsibility of the Foreman to see that such tools are maintained and kept in A-1 shape.

8. Plasterers shall not be permitted to work to any corner beads that are put on beams, arches or groin ceilings unless stuck by Plasterers.
9. All buildings where Plasterers or Apprentices are employed shall be enclosed and heated between October 1st and May 1st.
10. Plasterers are not to allow laborers to do any gauging on the board or box or to handle their tools in anyway detrimental to the Trade and not to allow any one workman to do all of the gauging. All gaugings must be done by hawk and trowel and/or machine. Any material which sets up to be put on immediately is gauged material. Keene's Cement, Soap-Stone, Agatile or Lime may be soaked in a box, but if another material is added, it must be mixed by Plasterers with hawk and trowel, with the exception of Sand Finish when Keene's Cement is added. Other materials mixed by machines shall be under the direct supervision of the Plasterer.
11. Brown mortar shall not be spiked, except in case of patching. This also includes the doping of Portland Cement.
12. Where three (3) coat work is specified, same shall be known as scratch, brown and finish work. Scratch coat must be thoroughly set before brown coat is applied. All work is to be screeded and rodded and angles are to be left straight and clean when finished.
13. All projects may have a Steward and he will be appointed by the Business Representatives, whose duties shall be to see to it that this Contract is Strictly adhered to and that all work coming under the jurisdiction of the Union is performed by Plasterers covering this Agreement. Stewards shall be qualified workmen performing the work of their craft. There shall be no non-working Stewards. The Steward shall not be transferred from one project to another without notifying the Business Representatives.
14. It shall be the duty of the Steward to report to the Union any accident of any of the employees covered by this Agreement which may occur on the job site where employed. It shall be the duty of the Steward to see that the injured Plasterer's Employer or his representative is personally notified of the injury and to seek aid for the injured Plasterer and to see that his family is notified without loss of pay or time of the Steward so engaged.
15. The Employer is at liberty to employ and discharge whomever he sees fit, providing no man is discharged for performance of his duties as Steward for the Union.
16. The Employee is at liberty to work for whomever he sees fit, providing the Contractor has a signed Agreement with Local Union #18, Area 12, but under all circumstances he shall demand and receive wages and conditions stipulated in this Agreement.
17. 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 the working hours.
18. The official Business Representatives have the right to visit all jobs. Employers shall make every reasonable effort to acquire passes to visit all job sites for the Business Representatives.
19. Fresh drinking water and sanitary utensils will be supplied by the employer on all jobs.

Whenever lights are needed for workmen to see to perform their work in a workmanlike manner, they shall be furnished by the Employer.

20. When three (3) or more journeymen plasterers or Apprentices are employed on a project, one (1) shall act as Foreman. On Residential work the Foreman shall receive one dollar (\$1.00) more per hour and on Commercial work the Foreman shall receive one dollar and twenty-five cents (\$1.25) more per hour. When two (2) Plasterers and one (1) Apprentice are employed on a project, one of the Journeyman shall be the Foreman. When the sixth (6) Plasterer is employed on a project, there shall be a General Foreman. The General Foreman shall receive one dollar and fifty cents (\$1.50) more per hour than the Journeyman Plasterer. Plasterers shall take their orders from the Foreman Plasterer and he shall take his orders from the Contractor or his designated representative.

21. There shall be one ten (10) minute, unorganized coffee break, rest period or other non-working time established during mid-morning. Employees may take individual thermos of coffee or non-alcoholic refreshments to their assigned place of work and consume same as time and work schedule allow. On time and material projects this provision may be waived by the Employer.

#### ARTICLE 4 - Working Day

1. The regular week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one-half (1/2) hour lunch period which must begin between the 4th and 5th hour after the starting time, between 6:00 A.M. and 5:00 P.M. shall constitute the normal work day. Starting time for the work day may be changed within these hours by the employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given 48 hours in advance. All the employees of an employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to between the Business Agent and the Employer. 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. All work performed on Sundays and Holidays shall be paid for at the double time rate. Employers agree to report to the Union Business Representative sixteen (16) hours prior to the starting time of Plasterers, Apprentices, or Trainees who will work on Saturday, Sundays, and Holidays.

2. On a voluntary basis between employer and employee (with notification to the business manager), a work week consisting of four (4) ten (10) hour days may be utilized on a project.

a. The work day shall consist of ten (10) hours worked between the hours of six o'clock (6:00) a.m. Monday and ending at five-thirty (5:30) p.m. Thursday.

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

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

d. In the event that weather conditions or other acceptable conditions to the Union prevent work from being performed on a regular work day, the Friday shall be considered a regular work day at the straight time rate of pay (only to attain forty (40) hours per week). If Friday is worked as a regular work day, then any work performed on Saturday will be paid at the time and

one-half (1 1/2) rate of pay.

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

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

g. The Employer shall provide the Union with the starting date and the conclusion date so that it may be determined that such request is not for the purpose of circumventing the overtime provisions of this contract.

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

Saturday Make-Up Day: In the event of a lost workday during the week, 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 employees of the employer, working on the job, receives premium pay. The voluntary Saturday Make Up Day shall be available to only those employees on the project or projects where the 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 the make up work.

3. 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.

#### ARTICLE 5 - Minimum Rate of Wages

##### Effective 5/1/11

1. Journeyman Plasterer	\$27.00
Foreman, Residential	\$28.00
Foreman, Commercial	\$28.25
General Foreman	\$28.50

Future Increases:	5/1/2012	5/1/2013
	\$1.30	\$1.00

(Distribution of future increases determined in accordance with Article 5, #7 of this agreement.)

2. The Plasterer operating the E-Zon, Tommy Gun, etc., shall receive fifty (50) cents per hour more than the Journeyman Plasterer. In the event the machines are operated by the Foreman on the project, the Foreman Plasterer shall receive one dollar and twenty-five (1.25) cents more per hour than the Journeyman.

3. SHIFT WORK - When so elected by the Contractor, shifts of at least five (5) 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.

a. 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 twenty-five (25) cents for seven and one-half (7 1/2) hours work.

b. The night shift shall be worked between the hours of 12:00 A.M. and 8:00 A.M. Workmen on the night shift shall receive eight (8) hours pay at the regular rate plus fifty (50) cents for seven (7) hours work.

c. 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.

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

e. 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 Business Representative.

f. 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.

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

1. has not maintained a business office within the jurisdiction covered by this Agreement for at least six (6) months, or;
2. has been three (3) months late in submitting payments for monies due per ARTICLE 11, or;
3. 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;
4. 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 (\$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 Pension Fund, Welfare Fund and Training Fund, after written notice to the Employer (as stated under ARTICLE 11, SECTION 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.

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

5. WELFARE FUND - The Employer agrees to pay eight dollars and fourteen cents (\$8.14) per hour worked by Employees doing the work of Plasterers on May 1, 2011, in accordance with the existing Jointly Administrated Trust Agreement. Checks to be made payable monthly to Local Union #18, Area 12 Fringe Funds on forms provided by the Union, listing the name, social security number, hours worked and the amount paid, payable on the twentieth (20) day of the following month. Overtime hours to be paid at the straight time rate. Non-payment of welfare contributions shall be grounds for removal, by the Union, of employees covered by this Agreement, from an Employer delinquent in said amount of payment, until such payments are made in full.

a. In the event the payment to the welfare fund is reduced during the term of this Agreement, the amount by which the payment is reduced shall be applied directly to wages and/or PENSION FUND. In the further event that the Welfare Fund is terminated during the term of the Agreement, the entire payment will be applied directly to wages and/or PENSION FUND. Any such decision that the Welfare Fund is to be terminated rests solely and exclusively with the Trustees of said Welfare Fund.

6. PENSION FUND - The employer agrees to pay six dollars and one cent (\$6.01) per hour worked by an Employee doing the work of Plasterer on May 1, 2010, in accordance with the Jointly Administrated Trust Agreement. Overtime hours shall be paid at the rate of straight time. Same rules and regulations and conditions apply to the Pension Fund as the Welfare Fund.

7. ANNUITY –The Employer agrees to pay six dollars and thirty-two cents (\$6.32) per hour worked by Employees performing the work of Plasterers on May 1, 2010, 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.

8. The Union has the privilege to direct any wage increases to Annuity, Pension and/or Welfare, etc., upon thirty (30) days notification to the Association. Changes in the allocation of fringe benefits to be limited to not more than two (2) per Contract year.

a. The Employer agrees to pay contributions to the Annuity, Welfare and/or Pension Funds, and/or other funds not later than the twentieth (20) day of the following month on forms provided by the Union, for work done by employees doing the work of Plasterers. Non-payment of Annuity, Welfare and Pension contributions, etc., thirty (30) days beyond the due date, shall constitute delinquency and shall be grounds for removal, by the Union, of employees covered by this Agreement, from an Employer delinquent in said payment, until such payments are made in full. In the event such payments are not made by the twentieth (20) of the month, they shall become payable on a weekly basis.

b. Employers shall submit payroll records and books for the members of Local Union #18, Area 12 employees for audit by the Trustees upon demand to determine as to whether or not correct payments have been made to the Annuity, Welfare & Pension Funds, etc. In the event a discrepancy is discovered, by errors or omissions, willfully, the Employer shall bear reasonable accounting cost, including the cost of the audit, and shall be liable for all reasonable costs for collecting payments due, together with any reasonable attorney fees and reasonable damages assessed by the Trustees.

c. The Union shall be entitled to resort to legal and economic remedies, including strikes and picketing against member and non-member Contractors alike on all matters in Article 5.

9. Apprenticeship Fund - In addition to the base wage rate, the Employer agrees to contribute to the Apprenticeship Fund fifty cents per hour, (\$.50). The Fund shall be administered by the Joint Apprenticeship and Training Committee 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 5, Number 8 a.

10. Working Dues - Within the jurisdictional territory of Local Union #18, Area 12 of the Operative Plasterers & Cement Masons, all Employers agree to deduct a dues assessment of five percent (5 %) per hour for each hour worked by employees doing the work of Plasterers which includes Apprentices and Trainees, who have executed an "Authorization for Check-off" form on forms 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.

11. 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, through the end of the contract for each hour which an employee works, the Employer will contribute eight cents, (\$.08) to the Fund. At this time no increase is figured but the Industry Fund reserves the right to increase in the future.

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 5.

b. All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require.

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

d. If an Employer fails to make contributions to ALL FUNDS within the period required by the Trustees of the Funds, the Employer shall be liable for all reasonable cost for collecting the payments due together with any reasonable Attorney fees and reasonable damages assessed by the Trustees.

12. Payday and Hold Back - 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.

a. 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 the 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.

b. 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.

c. When an employee is laid off, or discharged his pay continues until he is paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the next regular pay day for his wages.

d. If an employee is made to wait beyond that time for his money he shall be paid regular rate of wages for all the time he waits.

e. If an employee is laid off, if he demands it, his pay shall include all time up to and including the last regular work day's pay, but pay for the overtime portion of his last day's work will not be available until 8:30 A.M. the next regular working day at the office of the Employer. Men having to go to the office to pick up their checks shall be paid one (1) hours pay. When men are laid off or discharged, they shall have fifteen (15) minutes to pack their tools.

13. The Employer agrees that when ordering men for work and not putting the men to work, the Employer agrees to pay the men two (2) hours for reporting time unless it is due to breakdowns or bad weather. Employers who request the 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.

14. Any plasterer or Apprentice injured on a job who is unable to return to the job by order of the Doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall receive full time pay for the time lost. Any time off from work for necessary medical treatment or examination, as a result of such injury, shall not exceed two (2) visits only and two (2) hours per visit.

#### ARTICLE 6 - Apprentices

##### 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. In order to maintain a sufficient number of skilled mechanics in the Plastering Industry, the employment of and proper training of as many Apprentices as is reasonable and practical, shall be encouraged by both parties to this Agreement.

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 forty-five (45%) percent of the journeymen scale nor more than ninety-five (95%) percent of the journeyman scale.

d. In the Contract year 2003, parties to this agreement will formally evaluate the status of the apprenticeship program to determine its continuation in this agreement.

#### ARTICLE 7 - Plasterers Jurisdiction

1. It is recognized the Union claims jurisdiction of the following work:

a. All interior and exterior plastering of Cement Stucco, Stone imitation, or any patent material when cast, the setting of same, and corner beads when stuck must be done by practical Plasterers. This includes the plastering and finishing with hot composition materials in vats, compartments or wherever applied, the taping and pointing of all joints, nail holes and bruises on wall board regardless of the type of material or tools used, the setting in place of plaster board ground blocks, patent dots, cork plates, brownstone, the sticking, nailing and screwing of all composition caps and ornaments. The taping of board for application for Hardcote Plastering, the preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile, shall be done by Plasterers, allowing sufficient thickness to the applying of terrazzo or tile and the application of any plastic materials to the same must be done by practical Plasterers.

b. Practical Plasterers are men who are proficient in the use of the hawk and trowel and other implements or tools of the Trade.

- c. Local #12 shall have autonomy governing the mixing of all materials, but shall not deviate from Manufacturers standards or the specifications of the American Standards Association.
- d. All casting must be done by Shop Hands. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing of same, rubbing, polishing and cleaning, whether done by hand or machines or any other method, is recognized as the work of the Plasterers, except a base six (6) inches or less. This does not include such patching and brushing, covered in Section 124a of the International Constitution. Plasterers shall not allow members to work to any corner beads that are put on beams, arches or groin ceilings, unless same are stuck by Plasterers. This includes window heads. However, Architectural specifications will be the determining factor of those beads.
- e. All cement Plastering shall be supervised and executed by the Plasterers on walls, over and above the six (6) inch base.
- f. Plasterers shall claim all waterproofing of work in their jurisdiction such as Thoroseal, Ironite, Plasterweld and any other similar products regardless of the tools used or the method of application of materials or color of materials that may be applied.
- g. Imitation Stone shall be the work of the Plasterers.
- h. All mouldings run in place and all staff work, the making of templets and horsing of moulds in and on buildings must be made and produced by practical Plasterers.
- i. All mortar boards shall be at least eighteen (18) inches above the scaffold.
- j. All domes that do not exceed two (2) feet in diameter may be cast.
- k. Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
- l. Mouldings clustered with enrichments may be cast.
- m. Cornices may be cast where and when it is not practical to run in place with a mould. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar mouldings that exceed six (6) feet in total length from mitre to mitre.
- n. Beams, columns and pilaster shall not be cast unless they are totally enriched and have no members paralleling one another.
- o. On all alterations where the work which would ordinarily be run and cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.
- p. All small spandrels or panels under two (2) feet, small caps and other similar work may be cast. All caps not exceeding two (2) feet in diameter may be cast.

q. Diminished fluted pilasters and columns or pilasters and columns with entasis may be cast.

r. Small pattern ceilings or geo-metrical design, coffered ceilings when panels do not exceed twenty-four (24) inches at the ceiling mitre line and fifty-four (54) inches at the bottom or major line, may be cast.

s. Plasterers shall use hydraulic or Portland Cement in accordance with the Manufacturer's directions.

t. Mechanics who are qualified as Perma-Stone workers or workers of a similar character shall be granted membership under the jurisdiction of Plasterers. Such mechanics Travel Cards to be stamped "Artificial Hand Applied Stone Worker" for such work only.

u. The cutting and sticking of exterior insulation, finishing of all exterior insulation systems.

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

w. 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 8 - Jurisdictional Disputes

1. 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:

- a. 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 past and present practices in the locality.
- b. 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.
- c. Under this procedure there will be no strikes or lockouts over jurisdictional disputes.
- d. 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.
- e. 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 from the date of the filing.

- f. This procedure, including arbitration if necessary, shall be the final resolution of all jurisdictional disputes under this agreement.

#### ARTICLE 9 - Duties of the Employer

1. All Employers shall agree to pay Social Security Tax (FICA) as required by law, and shall contribute to the Unemployment Compensation Fund of the State of Illinois to the end that the employees may be covered by this Act.
2. The Employer shall furnish the Union with a Certificate of their Compensation Insurance and Public Liability Insurance on or before the 1st of May of each year, and shall furnish the Union with their State Assigned Unemployment Compensation number.
3. The Employer shall be required to observe Safety, Health and Sanitation laws as approved by the Industrial Commission of the State of Illinois.
4. Plastering Contractors may handle tools of the trade providing he has three (3) or more Plasterers in his employ at the time or that there are no Plasterers of Local Union #18, Area 12 unemployed.
5. 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 10 - Trainees

1. A Trainee, for the purpose of this Agreement, is defined as any person who works in the Trade and who is neither a Journeyman or a Registered Apprentice. The trainee shall be required to attend all training established by the Plasterers #12 Joint Apprentice and Training Committee.
2. The administration of the Plasterers Local Union #18, Area 12 Trainee Program shall be vested in the Local Union #18, Area 12 Joint Apprentice and Training Committee.
3. One (1) Plasterer Trainee may be employed on a job where one or more journeymen Plasterers are steadily employed and an additional Trainee may be employed by mutual consent of the Employer and Union Representative.

#### ARTICLE 11 - Occupational Safety & Health Act

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

3. The Employer shall be responsible for furnishing protective equipment as required to meet applicable standards. Items of a custom fitted nature, such as prescription safety glasses shall be furnished by the Employee.

4. Safety 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 employees 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 the Employer of such equipment deducted from his pay.

5. 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

The parties hereto have signed a letter of understanding agreeing to participate in an industry drug testing program when such program is operational. Effective May 1, 2009, funding will be an employer contribution of six cents (\$.06) per hour.

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. If an employee is notified that the results are positive, they will be paid in full to the end of the day of notification. 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 whose 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.

Funding procedures for a drug-free workplace construction industry program will be mutually agreed upon by the Building Trades and the Contractors Association.

#### ARTICLE 12 - 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 eighth (8) day following the beginning of their employment, or the effective date of this Agreement, whichever is later, as authorized in Section 9(a) of the Labor-Management Reporting and Disclosure Act of 1959. It is agreed by both parties that the employees who do not belong to the Union may voluntarily join the Union anytime within the eight (8) day period.

2. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this Agreement to complete or maintain his membership because of non-payment of dues, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union, discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act, as amended, and it shall not be a violation of this Agreement nor cause for discharge, if an employee or employees covered by this Agreement refuse to go through an established Union

Picket Line.

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

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

#### ARTICLE 13 - Hiring Practice

1. Hiring may be done either directly between the Employer and the employees specifically desired, or through the hiring hall. Selection of applicants for referrals to jobs shall be on a non-discriminatory basis and shall not be based upon, or in anyway affected by Union membership or any other aspect or obligation of the Union membership policies or requirements.

2. The Employer shall retain the right to reject any job applicant referred by the Union.

3. All provisions relating to the function of this hiring agreement shall be posted by the Employer and the Union.

4. In the event that any job applicant shall claim discrimination he may, within ten (10) days following the occurrence of the event which constitute the basis for his claim, file with the parties so charged, a written complaint clearly and specifically setting for the discrimination charged. The other party shall be notified immediately and given a copy of the complaint. A tribunal consisting of a representative of the Employer and a representative of the Union jointly, shall consider the complaint, and within three (3) days, render a decision which shall be final and binding. The tribunal is authorized to make and issue procedural rules for the conduct of its' business, but is not authorized to add to, subtract from or modify any of the provisions of this Article, and its' decision shall be in accord with the Labor-Management Relations Act, as amended.

5. 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.

6. Solicitation of Work: Plasterers 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.

#### ARTICLE 14- Building Trades Check-off and TRICON

1. 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 employees wages each week and remit same to the West Central Building and Construction Trades Council, 400 N. Jefferson Street, Peoria, IL 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, 2011, twelve cents, (\$.12) per hour. The Employer shall be furnished a written authorization from each employee which shall not be irrevocable for more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

2. 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 on behalf of each Employer and each Employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an equal amount to half of the contributions rate at the time such contributions are discontinued.

Effective May 1, 2009 .04 per hour

3. At the request of a Contractor, the Business Representative and his Executive Board may, at their discretion, alter any terms and conditions set forth in this Agreement.

#### ARTICLE 15 - Date of Agreement & Amendments

1. This Agreement shall become effective May 1, 2011 and remain in full force and effect through April 30, 2014 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 re-opening, termination or commencement of negotiations shall constitute notice upon and covering the non-member Employers signatory hereto.

3. Any amendment which shall be mutually agreed upon by the members of the Joint Conference Board shall become part of this Agreement.

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

5. This Agreement constitutes the entire Agreement between the parties and supercedes and replaces all previous Agreements and practices between the parties both written and oral.

6. Most Favored Nations: 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 16- Signatures

1. In witness whereof, we the GREATER PEORIA CONTRACTORS & SUPPLIERS ASSOCIATION, INC., of Peoria, Illinois, party of the First Part and Local Union #18, Area 12 of the OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, party of the Second Part, do hereby agree to abide by all the Articles and paragraphs contained herein.

GREATER PEORIA CONTRACTORS  
& SUPPLIERS ASSOCIATION, INC.

By  \_\_\_\_\_

Dana Oaks, Executive Director

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

 \_\_\_\_\_

Steve Clement, Business Agent

NON-MEMBERS

By \_\_\_\_\_

Company \_\_\_\_\_

PAYROLL INFORMATION COMMENCING MAY 1, 2011

Wages.....	27.00
Pension Fund.....	6.01
Annuity.....	6.32
Welfare Fund .....	8.14
Industry Fund .....	.08
TRICON.....	.04
Drug Testing .....	.06
Apprentice Fund.....	.50

Deductions:

Working Dues .....	2.47
Apprentice Working Dues.....	see below
Building Trades.....	12

Foreman Residential – \$1.00.....	28.00
Foreman Commercial – \$1.25/hour .....	28.25
General Foreman – \$1.50/hour .....	28.50

Rate for Lathing & Plastering Apprentices

First Year	First six (6) months = 45%	Second six (6) months = 50%
Second Year	First six (6) months = 55%	Second six (6) months = 60%
Third Year	First six (6) months = 70%	Second six (6) months = 80%
Fourth Year	First six (6) months = 90%	Second six (6) months = 95%

Working Dues for Lathing & Plastering Apprentices

First Year	First six (6) months = 1.73	Second six (6) months = 1.80
Second Year	First six (6) months = 1.87	Second six (6) months = 1.93
Third Year	First six (6) months = 2.07	Second six (6) months = 2.20
Fourth Year	First six (6) months = 2.34	Second six (6) months = 2.41

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 \_\_\_\_\_, 20\_\_.

The Employer, Signatory below to this Memorandum of Understanding, certifies that he has received a copy of the Agreement between Lathing & Plastering Contractors Association and Operative Plasterers and Cement Masons International Association, Local Union #18, Area 12, covering Commercial and Residential Plastering in Knox, Peoria, Tazewell, Warren, Woodford, Marshall, Mason, part of Fulton\* County, and Logan Counties effective May 1, 2011 and expiring April 30, 2014. (\*Northern part of Fulton County West of Canton and Farmington, South to a line established North of Cuba, and in the Southeastern corner of Mercer County.)

The Employer further certifies he will, in accordance with the aforementioned agreement, observe such working conditions and he will 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.

The Memorandum shall remain in affect and the Employer agrees to be bound for any and all subsequent agreements covering Commercial and Residential Plastering negotiated between the above listed Union 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 this Memorandum of Understanding.

GREATER PEORIA CONTRACTORS & SUPPLIERS ASSOCIATION, INC.

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, Local #18, Area 12

By 



Company \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

NON MEMBERS

By \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**ADDENDUM 1**

between

The GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INCORPORATED, the OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, Local Union #18, Area 12.

This Addendum 1 pertains to the discussions during negotiations for the contract expiring April 30, 2011, regarding the Union's research of Health and Welfare Funds in consideration of joining.

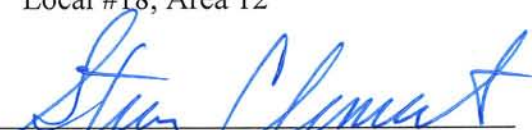
The Addendum reads as follows:

If during the term of this agreement, the Union's membership decides to participate in another Health and Welfare Fund, it may do so with only a thirty (30) day notification to its' Signatory Contractors.

GREATER PEORIA CONTRACTORS  
& SUPPLIERS ASSOCIATION, INC.

OPERATIVE PLASTERERS & CEMENT  
MASONS INTERNATIONAL ASSOCIATION,  
Local #18, Area 12

By 



Date 6-29-11

6-29-11