



OPERATIVE PLASTERERS' AND CEMENT MASONS'
LOCAL 18 OF CENTRAL ILLINOIS

AFFILIATED WITH
AMERICAN FEDERATION OF LABOR AND
CONGRESS OF INDUSTRIAL ORGANIZATIONS

BUILDING AND CONSTRUCTION
TRADES DEPARTMENT

UNION LABEL AND SERVICE
TRADES DEPARTMENT

AGREEMENT

BETWEEN

GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED

AND

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION,

LOCAL UNION #18, AREA 12

** Effective May 1, 2022; former Area 206 is now included in Area 12. **

COVERING

BUILDING CONSTRUCTION

In

Peoria, Tazewell, Logan, Mason, Fulton, Knox, Warren, Mercer,
Marshall, & portions of Woodford Counties

EFFECTIVE: May 1, 2022 EXPIRES: April 30, 2025

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 1st day of May, 2022 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; Peoria, Tazewell, Logan, Mason, Fulton, Knox, Warren, Mercer, Marshall, and portions of Woodford Counties. (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, Addendum A and Addendum B, 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 four (4) 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. 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.

If there is no work due to inclement weather, the employee will be notified by phone or text message one (1) hour prior to start time; Employer shall not be responsible for invalid phone numbers. If an employee reports to work without said prior notifications, they shall receive two (2) hours pay.

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.

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 any 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 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. Personal Cell Phones and Other Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices and portable music devices are prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use.

Employees will have access to such devices on personal time.

There will be an exception to this provision in case of true emergency. Also, temporary exceptions to this provision may be allowed for ongoing personal emergency situations with the prior and continued approval of the employee's supervision.

12. 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 if 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 known 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 any reportable accident.

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, 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 Employer's 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 requests 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 Employer's 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 employee's 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 medications 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.

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 healthcare 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.

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, but must be dispatched by the Union Business Agent/ Business Manager.

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.