CEMENT MASON LOCAL #11 AREA #587 AGREEMENT

This agreement made and entered into by and the NORTHERN ILLINOIS BUILDING CONTRACTORS' ASSOCIATION and the NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION in Lee, Whiteside, Ogle, Carroll, Jo Davies, and Stephenson Counties or parts thereof in the State of Illinois; Dubuque, Delaware, Allamakee, Clayton, Jackson Counties and the Eastern half of Jones County, East of a line running North and South established East of Olin, or parts thereof in the State of Iowa, assigned to Local #11 Area #587, party to the first part, hereinafter referred to as employer; and the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL #11 AREA #587; party of the second part hereinafter referred to as the Union.

RECOGNITION

Section 1 - The Employer recognizes the Union as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set forth in this agreement pursuant to section 9(a) of the Labor Management Relations Act. This majority status has been established by the union unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the unions' majority 9(a) status based on the union having shown or having offered to show an evidentiary basis of the Unions majority support. Section 9(a) status may have resulted based on a National Labor Relations Board certification that the Union is a majority representative of the bargaining unit covered by this Agreement.

Section 2 - Any contractor not a member of the Association may be entitled to the same benefits and obligations as the members of the Association by assuming the conditions of the contract and signing an identical copy of this Agreement with the Union or by signing a Memorandum of Agreement whereby the terms of this contract are incorporated by reference. All such independent contractors who are not members of the Association hereby agree to be bound to all amendments and improvements to this contract as negotiated between the Association and Union in subsequent area-wide bargaining unless notice is given pursuant to Article VI of this Agreement.

Section 3 – This Agreement covers all construction of all building projects and public improvements such as roads, pavements, streets, alleys, under and over passes, bridges, viaducts, culverts, grade separation, subways, tunnels, caissons, canal, levees, locks, dams, water mains, gas or pipelines, subdivisions, sewer, paving or airports, curb and gutter, sidewalk and driveway forms, paved ditch and slope forms.

JURISDICTION

Cement Masons shall do the following work: Foremanship over all concrete construction, all concrete and composite work of whatever nature, such as building, bridges, silos, elevators, smoke stacks, curb and gutters, sidewalks, streets, and roads, paving, alleys and roofs, of mass or reinforced concrete slabs, and all flat surfaces of cement. The rodding and finishing of the same whether done by float, trowel, machine or any other process. The rodding and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, and plastic material 6" base or less, shall be the work of the Cement Mason, the finishing of washing of all

concrete construction, using and color pigment when mixed with cement whether done by broom, brush, or trowel, float or any other process. The operation of machine for scoring floors, or any purpose they may be used for in connection with the Cement Mason trade. The striking off, floating and finishing of all walls, piers, foundations, the setting of all screeds, stakes, as forms on floors, welded, bolted or wired in place or set by any other methods, sidewalks whether wood or steel forms are used, the setting of all forms for paved ditch and slope walls, and the setting of all wood forms for hard roads, streets and alleys, the setting of all curb and gutter forms whether wood or steel forms are used, the setting of all forms inside the property line for paving, such as parking lots, driveways, and storage lots, the setting of all expansion joints in floors, sidewalks, driveways, or any other flat surface of concrete except on hard roads, streets, and alleys, floors, sidewalks, or any other flat surface of concrete with a skill saw or any other machine used for that purpose. All preparatory work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall tires, etc., the patching, brushing, chipping and brush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction. The pointing and patching and caulking around all steel or metal window frames that touch concrete. The laying and finishing of gypsum material roof. All dry packing, grouting and finishing in connect with setting all machinery such as engines, pumps, generators, air compressors, tanks, etc., that is set on concrete foundations. All finishing in connection with prefabricated and prestressed concrete construction on job site, including supervision or same, such as sidewalks, steps, floor slabs, beams, joists, walls, columns, screeding, finishing, rubbing, grouting, caulking, and patching of the same. The applying of hardener of finished concrete floors whenever necessary, whether by chemical compound or otherwise and regardless of tools used shall be part of the jurisdiction of the Cement Mason. The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride, cement composition floors shall be the work of the Cement Masons: including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding, the preparation and installation of ground or base courses, steps and cove base, exposed aggregate and sand blasting.

Waterproofing and fireproofing of all work, such as thoroseal, pyrocite crystal, ironite, plaster-weld and any other similar product, regardless of the tools used or methods of application, or color of material used and regardless of the type of base these materials may be applied to. The Cement Mason shall supervise all vibrating screeds or strike off that is motor driven for that purpose of bringing concrete slab to grade for finishing. Cement Masons shall operate floating machines and troweling machines, including triple trowel machines that are being used on any floor sidewalks, or any other flat surface where cement concrete or other plastic material is being placed and finished. The Cement Masons shall precede and follow by hand each and every operation of such machines including the final operation of said machines.

ARTICLE I

Section 1 – Union Shop Clause – all present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereinafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning if their employment of the effective date of the contract, whichever is later, as authorized in Section 8(a)(3) of the Labor Management Reporting and Disclosure Act of 1959. Good standing shall mean tender of the initiation fees and dues uniformly required as a condition of acquiring of retaining membership. Any

employee who refuses or fails to become a member of the Union or refuses or fails to maintain membership therein shall forfeit his right of employment.

Section 2 - The minimum of key men on any project or job and the various work assignments shall be determined in a pre-job conference or agreement between the contractor and Business Representative of the Union.

Section 3 – National Board for the settlement of jurisdictional disputes clause – The parties to this agreement are subject to and agree to be bound by all decisions and awards made by the National Joint Board for the settlement of Jurisdictional Disputes which may arise under this Agreement. There is to be no work stoppage by either party while and award is being made.

Section 4 – Grievances and Arbitration – Whenever and difference or dispute shall arise as to interpretation or application of the terms of this Agreement, such dispute of difference shall be resolved in the following order:

1. In conference between the Business Agent and designated representative of the Employer within two (2) weeks.

2. In the event the dispute cannot be so resolved, within forty-eight (48) hours a grievance will be referred to the association. The Grievance Committee will consist of two (2) Labor appointments and two (2) Association appointments. The grievance will be heard and a final binding decision will be made by the Grievance Committee by a majority vote amongst the committee.

3. If not resolved, either party may submit, within two (2) weeks, the grievances to the American Arbitration Association for a final binding decision. The procedure of AAA shall be followed in selection of the Arbitrator. All expenses of the arbitration shall be borne equally by the Employer and the Union.

Nothing herein shall be construed as preventing the Union from having the right to withhold the service of or remove employees covered by this Agreement from the job in the case of underpayment of wages or benefits.

Section 5 – In the event that the Business Representative of the Union is unable to supply Cement Masons as per a Contractors' request, the Contractor may seek qualified help elsewhere. However, the Contractor must have personally contacted the Business Representative forth-eight (48) hours before the commencement of work. The men so hired by the Contractor must become and remain members in good standing of the OP & CMIA Local 11 Area 587, in accordance with standard membership requirements, or be a current member in good standing of an affiliated OP & CMIA Local. In any case, the men so hired shall become subject to OP & CMIA Local 11 Area 587 Working Dues, regulations and contract stipulations.

Section 6 – Hiring Procedure - Because the nature of the business of Cement Masons is such that the turnover of personnel is great (frequently a Cement Mason or Apprentice is employed for a day, sometimes for only part of a day), the parties mutually agree that it is necessary to establish some

central office where Employers and applicants alike can register their wants, thus saving the prospective Employer and employee a great deal of time in contacting each other, to accomplish this end, it is agreed that a hiring hall be established by the Union. Accordingly, all hiring will be done through that said hall.

ARTICLE II

Section 1: Wages
June 1, 2016 through May 31, 2017 - $34.55 per hour
- $ 9.40 for Health & Welfare
- $13.31for Retirement
- $ 0.50 for Apprenticeship
- $ 0.27 for Advancement
- $ 3.95 for Fox Valley Pension
- $ 0.09 for Int'l Training Trust Fund

June 1, 2017 through May 31, 2018 - $1.95 per hour increase to be allocated

June 1, 2018 through May 31, 2019 - $2.05 per hour increase to be allocated

(The above amount includes a three cent ($0.03) per hour Building Trades dues check-off).

Section 2 – Foreman shall be responsible for all work performed and see that the work be done in accordance with the specifications of the Architect or Employer. When three (3) or more Cement Masons are on the job a qualified Cement Mason shall be then appointed Foreman: he shall receive not less than $ 2.75 over scale. When five (5) or more Cement Masons are on the same job, the Foreman shall receive $2.75 over scale and not working with his tools unless absolutely essential.

Section 3 – When Cement Mason are required to work with grinders, concrete saw, chipping gun, bush gun manlift and sandblasting, the rate of pay will be $0.30 per hour above the regular journeyman's rate. All Troweling machines, multiple troweling machines, mechanical straight edges, laser screeds, mechanical spreaders of all types, similar type machines or any other new equipment or procedure that is to be used on any type of work covered by this agreement shall be operated and supervised by the Cement Mason. Work which requires increases over journeyman's rate of pay shall apply only to the Cement Mason performing the work. When a Cement Mason performs work subject to said increases in the morning, he shall receive four (4) hours' increases pay; when performing work subject to said increases in the afternoon, he shall receive eight (8) hours' pay. Overtime pay shall be paid to the whole hour.

Section 4 – Any Cement Mason working on any form of swinging, hanging, stationary, or stage scaffold, bosun chair, or ladder, twenty feet or higher, he shall receive $0.30 per hour above the journeyman's scale.

Section 5 – Health & Welfare (See Addendum "A")
Section 6 – Retirement (See Addendum "B")
Section 7 – OPCMIA International Training Fund (See Addendum "C")

Section 8 – Construction Industry Advancement Fund – In addition to the per hour wage rates, the Employer shall contribute $0.27 per hour for each actual hour worked by each Employer covered by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers' signatory hereto agrees to accept terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its rules and regulations and Trustees now serving. Primary purposes of the Advancement Fund, as set forth in the Trust Agreement, shall include apprenticeship training, advanced craft training, advanced training and education, safety education, public relationships and market development and other educational and informational betterment of such employee and the common good of the Construction Industry.

Section 9: - Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by Local 11 Area 587 Working Dues Check- Off. The Employer shall deduct the authorized membership working dues from the wages of each employee. The membership Local working dues shall be 3% times the gross wage per hour on all hours worked plus 1% times the gross wage of each employee for International working dues. That said monies shall be included in the monthly Fringe Benefits Report. Said failure to make the required payments by the Employer at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any economic action, including refusal of Employees to work and picketing, to obtain Employer compliance with this Agreement, notwithstanding and other provision of this Agreement.

It is the intention of the parties that such deductions shall comply with the requirements of Section 302 (c) (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written agreements from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one year or beyond the termination date of the Memorandum of Agreement, whichever occurs sooner.

Section 10: - The Employer shall deduct *(see current wage rate sheets for amounts)* for each straight time hour worked per day, time and one half the amount for each hour worked at time and one half, and double the amount for each hour worked at time double time for all employees covered by this Agreement and shall remit said amounts to the Savings Fund of the Local/Area designated for each employee.

Section 11: - The Employer has received and is familiar with the provision of the Agreement entitled "Rockford Cement Masons Joint Apprenticeship Committee Apprenticeship Standards" as approved by the United States Department of Labor Bureau at Apprenticeship and Training between the Northern Illinois Building Contractors Association Inc. and Operative Plasterers and Cement Finishers International Local 11 Area 587, dated June 4, 1968. Said Employer hereby subscribes to and agrees to be bound by and follow all of the provisions, articles, terms and conditions of said Apprenticeships standards Agreement including and modifications thereof. This shall include amendments entered into subsequent to that date.

The employers shall remit the sum of $0.50 per hour on forms provided by the Union for that purpose of carrying out all goals of the apprenticeship program and journeymen upgrading.

The wage scale for apprentice shall be as follows:

1st Year:
1st six (6) months.....50% of Journeyman wages plus Welfare.
2nd six (6) months.....60% of Journeyman wages plus Welfare.

2nd Year:
1st six (6) months.....70% of Journeyman wages plus Welfare.
2nd six (6) months.....80% of Journeyman wages plus Welfare and $1.00 Pension.

3rd Year:
Full Year.....90% of Journeyman wages plus Welfare and $1.00 Pension.

Deductions: 3 % of total for Working Assessment
Plus 1% of total package for International Working Assessment

Section 12: - Notwithstanding any other provisions of the Agreement, the Union shall have the right to call an immediate strike upon discovery of nonpayment or underpayment of wages. Benefit contributions shall be considered wages for the purpose of this provision.

Section 13: - Failure on the part of any Employer to have sufficient funds in the bank to meet paychecks shall be sufficient reason to deprive said defaulting Employer of the right to pay by check. Said defaulting Employer shall then pay employees in currency until the Union agrees to permit a return to payment by check. The defaulting Employer shall pay the aggrieved employee the damaged he had suffered, if any.

Section 14: - It is further agreed that the Employer will pay all employees covered by this contract on an hourly basis only. Piece rates, square footage arrangements, or any other devices by an Employer to avoid the intent of this provision are expressly prohibited.

ARTICLE III

Section 1: - The following work day will be applicable; that is, the work day may begin at straight time either at 7:00 AM or 8:00 AM for all finishers on the crew and continue for eight (8) hours, with one half hour for lunch that must be completed between the beginning of the 4th hour of work and the end of the fifth hour of work. If the lunch hour is taken other than during the aforementioned times, it shall be paid an overtime period at the applicable rate.

Section 2: - The overtime provision in this Agreement will be as follows:

Between the 8th hour and the 10th hour during any regular work day the overtime rate will be time and one half (1 ½). Saturdays the first ten hours will be paid at the overtime rate of time and one half (1 ½); all other will be double time, including Sundays and Holidays. Holidays include New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 3: - All Cement Masons reporting for work but not put to work shall receive two (2) hours' pay, unless notified the night before or in ample time that morning. At the discretion of the Contractor the Cement Mason may be required to remain on the job for two (2) hours as a condition of their receiving two (2) hours' pay.

Section 4: - When a Cement Mason is called on a job for less than four (4) hours' work, he shall receive four (4) hours' pay. When called after 12:30 PM or for over half a day, he shall receive eight (8) hours' pay. At the discretion of the Contractor, the Cement Mason may be required to remain on the job until 12:30 PM as a condition of their receiving four (4) hours' pay or until 4:30 PM as a condition of their receiving eight (8) hours' pay. (Except by interruption of unusual weather.)

Section 5: - Under normal conditions no work shall be allowed to stand overnight to be finished the next day.

Section 6: - Cement Masons working overtime shall not leave the job until the work is completed.

Section 7: - If necessary, the Cement Masons may send one man out to bring lunch.

Section 8: - Cement Masons shall be paid for all waiting time in case of breakdown or failures while on the job.

Section 9: - All work properly coming under the Cement Mason classification on slip form jobs shall be paid at the rate of time and one half (1 ½) the regular established rate for all shifts.

Section 10: - At the beginning of a pouring operation on any job to perform the work by hand or machine in the classifications regularly assigned to the Cement Mason.

ARTICLE IV

Section 1: - It is agreed that the Employer shall pay Social Security and Unemployment Compensation and carry Workman's Compensation and Liability Insurance where one or more men are employed.

Section 2: - It is agreed that all workmen shall be paid upon such day as shall be mutually agreed upon and immediately upon layoff; any men not receiving pay on that day shall receive two hours' pay for each day until paid.

Section 3: - The Contractor agrees to furnish derbies, long handled floats, and other special tools not personally owned.

Section 4: - While the foreman shall be responsible for all work performed and see that the work is done in accordance with the specifications of the Architect or Employer. Cement Masons will not be held responsible for the finish of any concrete that has quick setting materials added to the mix, such as calcium chloride or other additive that is used.

Section 5: - All work covered by the Agreement shall be contracted or subcontracted only to an employer who observes the standard of wages and fringe benefits and working conditions established herein. The parties hereto mutually agree with respect to work failing within scope of this Agreement that is to be done at the site of construction, alteration, maintenance, or repair of any building, structure, or other work, that if the Contractor should contract or subcontract any of the aforesaid works falling within the trade jurisdiction of the Union as set forth herein, said contractor shall contract or subcontract such work only to firms which observe the standard of wages and fringe benefits and working conditions established herein to insure the observance of the waged, benefits, hours and other terms and conditions of employment provided herein.

Section 6: - Representatives or the Union shall not be denied access to the project for the transaction of necessary business with the employer or the employees covered by this contract except where security regulations prevent.

Section 7: - Each non-Association employer shall furnish a wage and welfare indemnifying bond written by an insurance company authorized to do business in that state, such bond to be in the sum of $50,000.00 to guarantee the payment of wages to the employees, as well as fringe benefit contributions. In the event of failure, default or refusal of a Contractor in meeting his mandatory obligations when due, the Union and aggrieved employees may, upon written notice to the Contractor in bargaining representative, file claim and obtain payment therefore of the applicable surety bond, if thirty days in arrears with payment.

Section 8: - Employer requesting Cement Masons through the Union shall give twenty – four (24) hours notice of their needs. If such notice is not given, the man or men shall be paid from 8:00 AM regardless of time arrival.

Section 9: - If Parties wish to modify or no longer be bound by this Agreement, shall serve notice in writing of such request upon the Union, not less than ninety (90) days prior to the expiration date of this Agreement (May 31, 2019). In the absence of the service of notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration, by and between the parties in area wide bargaining, from year to year thereafter. Such notices shall be deemed adequately served if sent by certified or registered mail to Local 11 Area 587, OP&CMIA, 1102 Rail Drive, Woodstock, IL 60098.

Section 10: - When a job is over 200 yards from normal parking facilities and is over a duration of over three (3) days, the Employer shall provide a reasonably secure place for storage of workmen's tools. Failure by the Employer to provide such storage shall place said employer liable for damage or loss of tools.

ARTICLE V

Section 1: - The selection of craft foremen or craft general foremen over workmen of their respective crafts, shall be entirely the responsibility of the Employer.

Section 2: - The Business Agent may appoint a steward on all projects. The steward shall be given ample time to conduct the necessary business of the Union. The steward is to work as long as

any work is going on and shall be the last man on the job with the exception of one general foreman who shall as a condition of his employment, be and remain a member of OP & CMIA Local 11 Area 587. The steward shall be subject to the same degree of control and responsibility as other Cement Masons on the project. The steward shall not receive preferential treatment due to his capacity within the Union.

Section 3: - Any Cement Mason who is injured on the job and is unable to finish the day shall receive at least eight (8) hours' pay for that day. If he returns to the job that day, he shall receive full pay for the time lost. If the Employee's occupational injury permits him to continue work, but requires subsequent visits for medical treatment or examination during his scheduled working hours, he will be paid for time lost from his scheduled work in making visits.

Section 4: - No Cement Mason shall be requested to work any job where unreasonable danger exists.

Section 5: - The Contractor agrees that on buildings two or more stories high where work has to be performed after dark, the job shall be lighted for safe descent.

Section 6: - The Employer agrees to allow a two week non-paid vacation per year to Cement Masons' in steady employ, without prejudice, penalty, or loss of position upon returning to work. The dates of said vacation shall be determined between the Business Agent and the Employer in a conference.

Section 7: - At any time that work is being performed there shall be a minimum of two (2) individuals in the immediate proximity of where work is being performed. These individuals need not be members of the collective bargaining unit.

ARTICLE VI

Section 1: - This Agreement, negotiated by a Committee representing the membership of the Northern Illinois Building Contractors' Association and the Northwestern Illinois Contractors Association and other employers, shall become effective June 1, 2016 and remain in full force and effect until May 31, 2019 with the wage scales payable as set forth in the body of this contract, and shall thereafter continue automatically for periods of one year unless either party desire a change. Should either party desire a change in the agreement they must notify the other party in writing at least 60 days prior to the expiration date of this agreement.

Section 2: - It is agreed by the contracting parties of this contract that should there be a significant change in the economic conditions in this industry, and/or in the costs of living during the life of this Agreement, that the partied may, upon agreement, reopen the contract for wage negotiations only.

ARTICLE VII

Contractors shall, where possible, cooperate with the Union in providing information that will assist in the development of the prevailing wage schedules for the area.

OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL 11 AREA 587

NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC. and NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, INC.

ADDENDUM "A"

Health and Welfare

The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the sum of nine dollars and forty cents ($9.40) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each employee covered by this agreement. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a board of trustees in accordance with the terms of a trust agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 1322 State Street, Suite 300, Rockford, IL 61104, or at such other place designated by the trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed for the successful operation of this Welfare Fund.

Any employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount 10% (ten percent) due in liquidated damages for failure to pay in accordance with this Agreement.

The employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said trust Agreement.

In the event the Trustees of the Fund of the Union question the authenticity of accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of Employees covered by this Agreement made by a certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collection payments due, together with any attorney's fees accessed by the Trustees.

The employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to

determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall be not considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article for any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Welfare Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employers' employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of Arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

ADDENDUM "B"

Retirement Fund

The employer agrees to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the sum of thirteen dollars and thirty-one cents ($13.31) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each employee covered by this agreement. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a board of trustees in accordance with the terms of a trust agreement, executed as of September 14, 1965. The Retirement Fund maintains a place of business at 6525 Centurion Drive, Lansing, MI 48917, or at such other places designated by the trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later that the fifteenth (15^{th}) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund each contractor shall; become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Effective June 1, 2016 and until a different contribution rate is negotiated, at which time the employer agrees to contribute the new rate, the employer will make contributions of $3.95 per hour for each hour worked by all employees to the Fox Valley and Vicinity Construction Workers Pension Fund.

Any employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount 10% (ten percent) due in liquidated damages for failure to pay in accordance with this Agreement.

The employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Retirement Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said trust Agreement.

In the event the Trustees of the Fund of the Union question the authenticity of accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of Employees covered by this Agreement made by a certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collection payments due, together with any attorney's fees accessed by the Trustees.

The employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall be not considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article for any rule or regulation made by the Trustees administering the Construction Industry Retirement Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employers' employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of Arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

ADDENDUM "C"

OPCMIA International Training Fund

Effective July 1, 2015 (for hours worked in June 2015) an hourly contribution of Nine Cents ($0.09) per hour for each hour worked by all Employees covered by this Agreement shall be paid into the OPCMIA International Training Fund, upon allocation of that amount by the Union from the agreed-to-economic package increase of $1.85 per hour that is subject to allocation as of June 1, 2016.

March 24, 2016

MEMORANDUM OF AGREEMENT

This Memorandum by and between OPCMIA, Local #11 and NIBCA provides for the following:

- A three-year contract extension beginning June 1, 2016 thru May 31, 2019 covering Cement Masons and Plasterers, Local #382 and #587;

- Total package increases for each union as follows:

  June 1, 2016.....$1.85
  June 1, 2017.....$1.95
  June 1, 2018.....$2.05

- Language allowing the administration of a Vacation/Savings Fund will be presented by the Union and, after agreement by NIBCA, inserted in each contract as is appropriate.

Art Sturms
OPCMIA

David Anspaugh
NIBCA