

AGREEMENT

Between

(Contractor's Name)

And

Operative Plasterers and Cement Masons International
Local 11, Area 037
1102 Rail Drive
Woodstock, IL 60098
(815) 337-7290

Trade:

Plasterers

Geographic Jurisdiction:

Local 11 Area 037 – Iroquois & Kankakee Counties in Illinois

EFFECTIVE: June 1, 2016

EXPIRES: May 31, 2019

EXTENDED: MAY 31, 2023

ARTICLE I AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June 2016, by and between the Operative Plasterers and Cement Masons International Local 11, Area 037 (hereinafter the "Union") and the Kankakee Area Contractors Association (hereinafter the "Employers").

ARTICLE II GEOGRAPHIC JURISDICTION

This Agreement shall exclusively control the Plasterers' related crafts and skills in the counties of Kankakee and Iroquois in the State of Illinois.

ARTICLE III WITNESSED

WHEREAS, the Employers and the Union each respectively have economic interests and commitments to promotion of quality tradesmen within the geographic area in which they perform services; and

WHEREAS, the Plastering Industry in particular, and the Construction Industry, in general, will benefit by close cooperation of the parties hereto and the provisions hereinafter set forth will promote a system under which the Employers, the Union and its membership will benefit by definition of the respective right and obligations of the parties hereto and the methods of grievances, differences and claims between them, if any, may be adjusted and determined.

NOW THEREFORE, in consideration of the mutual promises, agreements, representations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and bind themselves as follows:

ARTICLE IV RECITALS

The foregoing recitals are hereby incorporated in the body of the Agreement as if set forth herein verbatim.

ARTICLE V TERM

This Agreement shall exclusively control the operation of cement mason crafts and skills as more particularly set forth below from the date of execution hereof and shall remain in full force and effect until May 31, 2019 and shall automatically renew from year to year unless either party gives notice in writing to the other party not later than sixty (60) days nor more than ninety (90) days prior to the expiration date that it desires to terminate the Agreement. Notice to modify the Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

ARTICLE VI
UNION RECOGNITION, UNION SECURITY, ACCESS

A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Cement Mason, as defined in this Agreement, and in the Constitution, Rules of Order and Codes of the Operative Plasterers and Cement Masons International Association, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended.

Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its Employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees.

B) No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provision of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the union has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union; (a) if he has reasonable grounds for believing that such membership was not available at the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employees to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Those employees who perform work covered by this agreement and who were Members of the B.A.C. at the time of signing this agreement may elect to retain their membership in the B.A.C. if they so choose.

C) International Union Representatives and the Local 11 Union Representatives and/or other officers of the Union shall have access to the Employers jobsites at reasonable times in compliance with any special rules and regulations adopted by the owner or ensure that the provisions of the Agreement are observed, provided however, that such representatives shall not unduly interfere with the job progress.

ARTICLE VIII
MOST FAVORED NATIONS

It is understood and mutually agreed that in the event the Union enters into an agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the masonry market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on specific projects, particular segments of the masonry market or in those geographical areas covered.

ARTICLE VIII
DESIGNATION OF COVERED WORK

The Employer shall exclusively use Union members for performance of the following:

The Plasterer shall have jurisdiction over all classifications, including foremen, who perform the following without limitation:

A) All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck, mechanically fastened or attached by any means, must be done by practical Plasterers of the OPCMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, skimcoating (level 5) and all other methods, nailholes and bruises on wallboard, and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

All acoustic blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the Plasterer only. Also the sticking, nailing, and screwing of all composition caps and ornaments shall be the work of the Plasterer. The preparing, scratching and browning of all ceilings and wall when finished with terrazzo, or tile shall be done by Plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the OPCMIA who are practical Plasterers. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, encapsulation and all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels shall be the work of the Plasterers.

B) Local Unions shall have autonomy governing the mixing of all materials but shall not deviate from manufacturers' standards or the specifications of the American Standards Association.

C) All casting must be done by members of the OPCMIA. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine, or any other method, is recognized as the work of the Plasterer, except a base six (6) inches or less. This does not include such patching and brushing, covered in Section 4 of this Article. No member of this Association shall be allowed to work to any corner beads that are put on beams, arches or groin ceilings unless same are stuck by the Plasterer. This includes window heads and door heads.

D) All cement plastering shall be supervised and executed by the Plasterer on walls, over and above a six (6) inch base.

E) Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used, or method of application, color of materials used and regardless of the type of base these materials may be applied to.

F) All casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OPCMIA.

G) All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by members of the OPCMIA. All mortar boards must be raised at least eighteen (18) inches above the scaffold.

H) Casting shall be permitted as follows:

- (1) Domes that do not exceed two (2) feet in diameter may be cast.
- (2) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
- (3) Moldings clustered with enrichment may be cast.
- (4) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.
- (5) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
- (6) On an alteration where the work which would ordinarily be run 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 Local Union.
- (7) All small spandrels or panels under two (2) feet, small caps and other similar work may be cast.

- (8) All caps not exceeding two (2) feet may be cast.
 - (9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
 - (10) Small pattern ceilings or geometrical design: coffered ceilings when panels do not exceed twenty-four (24) inches at the ceilings or minor line and fifty-four (54) inches at the bottom or major line may be cast.
- H) Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

ARTICLE IX **JURISDICTIONAL DISPUTES**

The Employers or any entity hiring Union members, and the Union shall, in good faith, meet upon twenty-four (24) hours written notice by either party and attempt to settle any dispute of whether a particular type of work was contemplated to be done by the Union in accordance with the Agreement or was contemplated to be done by another craft or trade. Should the Employer(s) not be able to agree with the Union as to whether the disputed work is to be covered work hereunder or not the parties agree to binding arbitration by an impartial party according to the Illinois Arbitration Act, as amended. For the purpose of this paragraph, notice by facsimile transmission shall constitute written notice.

ARTICLE X **REFERRAL SYSTEM**

Because the nature of the business of Plasterers is such that the turnover of personnel is great (frequently a Plasterer or Apprentice is employed for a day, sometimes only part of a day), the parties mutually agree that it is desirable 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, it is agreed that a referral procedure be established at the Union office, at the expense of the Union. Accordingly, said referral procedure shall be operated in accordance with the following principals and procedures:

- a) Selection of applicants for referral to jobs shall be on a nondiscrimination basis with the respect to race, religion, creed, color, nationality or national origin, or age, or sex, or military discharge, and, will not, in any way be affected by union membership, policies, rules, regulations, constitutional provision or any other aspect or obligation of Union membership policies or requirements.
- b) The employer retains the right to reject applicants referred by the Unions.
- c) The foregoing provisions shall be posted in places where notices to employees and applicants for employment are customarily posted. Nothing contained herein shall prevent the Employer parties hereto, by their designated agents, from inspecting and examining the referral procedure.

d) The Employer shall give twenty-four (24) hours advanced notice to the Union whenever they require hiring of personnel to perform covered work. All such notice shall set forth:

1. The job location;
2. Duration, extent and classification of the covered work;
3. The number of journeyman requested from the Union; and
4. The date and time such journeyman are to report to work.

Should any dispute arise concerning the rights of the Employer, the Union, employees or applicants for employment under the referral as provided for herein, such disputes shall be arbitrated in accordance with the Illinois Arbitration Act.

ARTICLE XI

LOCAL EMPLOYMENT

Union members of the Local 11 Area 037 shall be given Hiring and Lay-off preference on any project within the jurisdiction of Local 11 Area 037.

ARTICLE XII

MANAGEMENT RIGHTS OF EMPLOYERS

The Employers retain the right to manage their operations and direct the work force. Employers shall have the right to designate the number of men to be used on any particular job, with the exception of those jobs involving hanging scaffolds as set forth in the provisions herein below.

The Employer may discharge or lay-off employees doing covered work according to the quality of work performed by said employees. Should the business agent or steward on a job request the reason for a discharge the Employer will submit said reason(s) to the Union in writing not more than three (3) days after such request.

ARTICLE XIII

BONDING REQUIREMENTS

Unless waived by mutual agreement between the Employer and the Union, any Employer, who has not maintained a business office within the jurisdiction covered by the Agreement for at least one full year immediately preceding the execution of this Agreement, shall obtain and maintain during the term of this Agreement, a surety bond in the amount of fifteen thousand dollars (\$25,000.00) to guarantee to his employees working under this Agreement the payment of wages and Fringe Benefits, including Pension Funds and Welfare Funds payment.

In the event of a failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Funds, when due, the Union aggrieved employees or the Trustees of the Pension and Welfare Funds, after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorney fees thereon from the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure, and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against said Employer.

ARTICLE XIV **SAFETY AND HYGIENE**

When Plasterers are working on any job or building where men are working over them, such as bricklayers, carpenters, iron workers, or laborers, there shall be a suitable covering of plank placed over them to protect them from anything falling on them while at work. All motors on saws are to be grounded.

Contractors must have at least two (2) Plasterers on any and all jobs after dark.

There must be a toilet on each job or leave given for such purpose. A suitable employee change house and lunchroom must be provided and heated when needed.

Members of the trowel trades shall be given time to clean their tools at the end of each days work and have them change in the change house by quitting time. A minimum of five (5) minutes shall be allowed.

In no case shall a scaffold be dismantled to a point where it may cause injury to others. Working height of scaffolds shall be a maximum of fifty-six (56) inches above hop board; forty-eight (48) inches above hop board if wall is struck on the backside. The base scaffolding will be five (5) planks wide when hop boards are used.

No six (6) foot panels or higher will be allowed to be used for masonry scaffolding unless adjusted to a proper working height. Working height shall be determined by the business agent and steward on the job.

Contractors shall furnish dust collectors or masks, earplugs and safety glasses to operators of dry saw, and rubber aprons, earplugs and rubber gloves to operators of a wet saw.

All ladders for scaffolds shall meet OSHA requirements, thirty-six (36) inches above the top of scaffolds and tied off.

Work done on a swinging or hanging scaffolds shall require a minimum of two (2) employees as a safety measure.

Any employee refusing to comply to the safety standards as established in the "Occupational Safety and Health Act of 1970" and/or the "Safety and Health Regulations for Construction Act of 1968," "effective April 28, 1971, after one warning by the foreman and/or superintendent through the steward, shall be dismissed immediately without question.

ARTICLE XV WAGES

Straight Time Hourly Rates. Except as otherwise provided within, during the term of this agreement, the Employer agrees to pay the straight-time hourly wage rates as set forth in Appendix "A" attached hereto, or such wages that may be amended from time to time by area-wide bargaining.

HOURS OF LABOR

All laws and resolutions which tend to shorten the hours of labor when constitutionally expresses and approved by the International Union shall be strictly enforced by this Union.

Eight (8) hours shall constitute a day's work Monday through Friday. Work shall begin at 7:00 a.m. and end at 3:30 p.m. By mutual agreement between the Union Representative and Employer, special starting times between 6:00 a.m. and 8:00 a.m. after a 48 hour notice to all employees. Work breaks shall be as follows:

- 1.) 10:00 a.m. – a ten (10) minute work break; and
- 2.) 2:00 p.m. – a ten (10) minute work break; and
- 3.) On any shift work or overtime, work breaks shall be scheduled by the Job Foreman and the Union Representative, but in no event shall the work breaks be held less frequently than once in each four (4) hour period

Said period is to be used by the employee as a coffee break and to be paid by the employer. A one half (1/2) hour lunch break shall be provided employees after the first 4 hours of the workday. The noon hour may be curtailed by a special agreement between the Employer and employee by the majority of the masons working on the job, but not in any way as to permit more than eight (8) hours between the hours mentioned. In the event employees work under a specifically agreed curtailed lunch period, and said lunch period is not provided during that 8 hour work day, then said employees as working shall be paid one and one half (1 ½) times their rate of pay for such ½ hour lunch period. Should work continue for an excess of 10 hours, a second paid one half (1/2) hour meal break shall be provided.

Night work and work done after 3:30 p.m. will be considered overtime and must be charged at the rate of time and a half (1 ½). All work done on Sunday, Fourth of July, Thanksgiving, Christmas, New Year's Day, Labor Day, and Veteran's Day, or days celebrated as such, must be charged at double time. When a holiday falls on a Sunday the following Monday is celebrated.

Employees will receive time and a half (1 ½) for all overtime, including Saturday work. Double time will be paid for Sundays and Holidays.

Work done between 3:30 p.m. and 7:00 a.m. and Saturday shall be paid at the rate of time and a half (1 ½). Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day and New Year's Day or Days celebrated as such shall be paid at the rate of double time. Veteran's Day will be celebrated the day after Thanksgiving. Now work shall be done on Labor Day.

When what is known as three (3) shift work is carried on, the first shift shall work seven and one-half (7 ½) hours between the hours of 7:00 a.m. and 3:30 p.m. and be paid for eight (8) hours at the regular rate of wages. The second shift shall work seven and one-half (7 ½) hours between the hours of 3:30 p.m. and 11:30 p.m., and be paid for eight (8) hours at the regular rate of wages. The third shift shall work seven (7) hours between the hours of 11:30 p.m. and 7:00 a.m. and be paid for eight (8) hours at the regular rate of wages. No overtime on Saturday morning shift (11:30 p.m. to 7:00 a.m. Saturday).

If what is commonly known as two (2) shift work is performed and the contractor desires to start the shift at 8:00 a.m., said shift will work seven and one-half (7 ½) hours between the hours of 8:00 a.m. and 4:00 p.m. and be paid for eight (8) hours at the regular rate of wages. The second shift of two-shift work shall be performed seven and one-half (7 ½) between the hours of 4:00 p.m. and 12 midnight and the employees shall be paid for eight (8) hours at the regular rate of wages.

If the contractor desires to start the first shift before 7:00 a.m., the first shift shall work seven (7) hours and be paid for eight (8) hours at the regular scale per hour, the second shift shall work seven (7) hours immediately following the first shift, and be paid for eight (8) hours at the regular rate of wages.

Any shift work carried on, on Saturdays, Sundays or Holidays shall be paid for at double time.

In no case can the hours of one shift overlap into the hours of the following shift.

No Plasterer shall work more than one shift in twenty-four (24) consecutive hours.

ARTICLE XVI **PROHIBITION OF PLASTERERS – SHIFT WORK**

No shift work shall be permitted for Plasterers, unless approved by the Union Representative in writing.

Upon mutual agreement between the Employer and the Union, a flexible working time may be advanced to 7:00 a.m. to 3:30 p.m.

Flexible starting time will be allowed subject to mutual agreement with the union representative.

Residential and Home Construction – Agreement will also be adopted by parties to this Agreement.

If an employee reports for work at the regular time and is not permitted to work, he shall be paid for two (2) hours of show up time. If any employee reports for work at the regular starting time and work is started but ceased, due to bad weather, employee must remain on job site for two (2) hours to receive show up time when such workmen report for work at a specified time and place, they shall be paid two (2) hours show up time in the event they are not permitted to work, weather permitting.

ARTICLE XVII

GRIEVANCES

Any member discharged from his job for any reason other than/but not limited to unsafe and/or unsatisfactory work or in the event of a shut down and/or general layoff, may have this brought to the attention of the Grievance Committee.

No employee grievance will be considered unless submitted in writing to Local 11 and the Employer within ten (10) days of the alleged violation. Employer must answer, in writing, within ten (10) days of receiving notices. Should the Employer not answer the Notice of Grievance within the ten (10) day period provided for above, then, in such event the Union shall, at their option, precede with arbitration as provided for in the Illinois Arbitration Act and the parties hereto agree to such arbitration as the sole forum available to them.

The Grievance Committee will consist of the steward, union representative, the foreman and the project superintendent. In the event the aforementioned should reach a deadlock situation, they shall mutually appoint an arbitrator in accordance with the Illinois Arbitration Act, whose decision will be final and binding. (Any expense involved in the process of arbitration will be borne equally by the contractor and the Union).

ARTICLE XIII

STEWARDS

A Steward for each job shall be appointed by the Union Representative for the Union and shall represent the Union. The Steward shall be the last journeyman to be laid off in a cut back and may be discharged only with the approval of the union representative. Approval as required herein shall not be unreasonably withheld.

Stewards are not to allow anyone to give orders except the recognized foreman on the job.

ARTICLE XIX

FOREMAN

Each and every job requires a Foreman when two (2) or more men are employed

Any workman or foreman doing Plasterers work must have a paid up Plasterers union card or a recognized permit.

Foreman must supervise all layout work and give all orders to journeymen and apprentices. The Foreman on the job shall receive no less than One Dollar and Fifty Cents (\$1.50 per hour extra pay above the regular scale of wages.)

When there are seven (7) or more members of one craft employed on a project, the foreman shall not work with the tools. Contractors holding a card in the OPCMIA may run their own work in the trade for which they are qualified.

ARTICLE XX APPRENTICES

The Employer and the Union hereby agree to be bound by the terms of the Agreement between establishing and Apprenticeship Educational and Training Trust Fund which became effective in And they further agree to participate in and support the activities of such Trust Fund and to abide by its rules and requirements governing the selection, qualification, education and training of all apprentices.

Apprentices shall be under the jurisdiction of the Apprentice Committee of Local No. 11. All applicants for apprentices by contractors must be referred to the Apprentice Committee and they shall decide as to the ability of the contractor to teach the applicant the trade.

The contractor or his representative and the applicant shall appear in person before the Apprentice Committee to make application.

The wage scale for apprentice shall be as follows:

- The 1st six (6) months = 50% of the Journeyman's scale + full benefits;
- The 2nd six (6) months = 60% of the Journeyman's scale + full benefits;
- After one (1) year + their 1st year of school = 70% of the Journeyman's scale + full benefits;
- After 1333 hours + their 2nd year of school = 80% of the Journeyman's scale + full benefits;
- After 2666 hours + their 3rd year of school = 90% of the Journeyman's scale + full benefits

If, due to a lack of work, the contractor must lay off an apprentice, the contractor will notify the Union, who will place the apprentice with other contractors until such time as the indentured has work.

When a start and/or call back situation occurs, the apprentice, if any, will be the third (3rd) man assigned and/or called back. In the event the indenturer has more than one (1) apprentice, the apprentice with the most seniority in the Union will be called back first. In further employment, the ninth (9th) man called back will be an apprentice and so on with every fifth (5th) man employed thereafter when possible.

Apprentices shall not be permitted to operate an electric saw unless the cuts are for his own use.

ARTICLE XXI MISCELLANEOUS PROVISIONS

(1) **FOREMAN** Foreman must supervise all layout work and give all orders to journeymen and apprentices. The foreman on the job shall receive no less than One Dollar and Fifty Cents (\$1.50) per hour extra pay above the regular scale or wages.

(2) **PAYDAY** All members of Local 11 Area 037 shall be paid weekly. Pay is to be in the hands of members before 3:30 p.m. on payday any member not paid by 3:30 p.m. on payday shall be paid waiting time at the rate of (8) hours out of each twenty-four (24) hours paid. Payday shall be any day designated as such by the Employer. Once a payday has been designated by an employer that payday may only be changed with the permission of the Union Representative.

(3) **LAYOFFS** When an employee is laid off or discharged for any cause, he shall be paid in full immediately, if forced to be paid for wages due, waiting time shall be paid as provided in the first paragraph listed under Payday. The foreman is to be notified one (1) hour before members are to be laid off.

(4) **PERMITTED TIME OFF** no member shall be penalized for leaving a job early to do personal matters as long as he notifies the foreman in advance. He shall be paid only for hours worked.

(5) **TERMINATION OF EMPLOYMENT** Should an employee be discharged, he shall be paid in full immediately and if he is discharged before 10:00 a.m. he shall receive two (2) hours pay. Should a member be discharged after 12:20 p.m. he shall receive a full day's pay except in the case of a general shutdown.

(6) **SHOW UP TIME** If an employee reports for work at the regular starting time and is not permitted to work, he shall be paid for two (2) hours to receive show up time. If any employee reports for work at the regular starting time and work is started but ceased, due to bad weather, employee must remain on job site for two (2) hours to receive show up time pay, unless released by foreman or superintendent. When an employee requests additional workmen, and when such workmen report for work at a specified time and place, they shall be paid two (2) hours show up time in the event they are not permitted to work, weather permitting.

(7) **HAND HELD SAWS** Hand held saws may be used at the discretion of the operator. Should any mason choose not to use a hand held saw the Employed shall not take any disciplinary or retaliatory action against such employee.

(8) **NON-DISCRIMINATION** Nothing in this Agreement shall be used to discriminate against any applicant for employment because of race, creed, color, and religion, state of national origin, age, or physical handicap.

(9) **BINDING EFFECT** This agreement and the terms, conditions and provisions contained herein shall bind the party's hereto and their respective successors in interest. Remainder of the Agreement and the remainder of the Agreement shall be in full force.

(10) **SEVERABILITY** Should any term, condition and/or provision of this Agreement be held to be invalid or void by a court of competent jurisdiction then, in such event, said term, condition and or provision shall be deemed removed from said Agreement.

(11) **ATTORNEY'S FEES (Except in Fringe Benefit disputes)** In the event any litigation, arbitration or claim is made by any party to this Agreement, or any entity performing work hereunder, to interpret, construe, and enforce the provision hereof, or any document referred to herein, then in such event, the non-prevailing party in such

litigation, arbitration or claim, shall pay the prevailing parties reasonable expenses including, but not limited to, attorney's fees, court costs pre-judgement interest, witness fees and such other expenses.

SUBSTANCE ABUSE

Paragraph 1. The Employer and the Union agree to the Substance Abuse and Recovery Program as described in this Section and further agree that Employer may only implement a policy regarding drug and alcohol abuse to the extent that it complies with the Program as described herein.

Paragraph 2. It is further agreed that there will be established a Joint Committee on Substance Abuse and Recovery which will be made up of three persons selected by the Union and three persons selected by the Associations. This committee shall meet on the request of any two members at reasonable times and places. The committee shall be empowered, upon the affirmative vote of five (5) members of the Committee, to modify the drug and alcohol testing policy created herein which shall become binding upon the parties to this Agreement provided sixty (60) days written notice has been served on the Union and each Association and provided however that it shall take effect as to the disagreement in writing with the Union within thirty (30) days of being so notified.

Paragraph 3. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property and to provide a safe working environment. The purpose of the program described in this section is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of the employees covered by this Agreement.

Paragraph 4.

- (a) For the purpose of this section, the phrase "Prohibited Substances" shall mean and include any illegal drugs, controlled substances (other than prescribed medications, look alike drugs, designer drugs and alcoholic beverages.
- (b) For the purpose of this Section, the term "jobsite" shall include the portion of the site on which construction or construction related activities are taking place as well as that portion of the site or project which is used for parking and shall also include automobiles, trucks or other vehicles owned or leased by the Employer.

Paragraph 5. It is recognized that there are certain medications, which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an employee and after consultation with such employee's physician or other physician, the Employer shall attempt to accommodate an employee by reassignment to a job compatible with the administration of such medication.

Paragraph 6. An employee who is involved in the sale, possession, purchase or distribution of a Prohibited Substance on the Jobsite may be subject to termination. An

employee, who uses a Prohibited substance on the jobsite or is determined to be under the influence of a Prohibited Substance on the jobsite, may be terminated.

Paragraph 7. Pre-employment screening shall be permitted, and no random testing shall be permitted, with the exception of any random testing procedures as may be required by client owner pursuant to Paragraph 19 of this Agreement.

Paragraph 8. An employee involved or injured in a work place accident may at the discretion of the Employer, be required to submit to a drug test. It is agreed that under certain circumstances an employee whose work performance and/or behavioral conduct indicated that he/she is not in a physical condition that would permit the Employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body, provided:

- (a) The employer has reasonable grounds to believe that the employee is under the influence of or impaired by the use of Prohibited Substance. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor or any detectable amount of Prohibited Substance. It can also include work performance.
- (b) The supervisor's reasonable grounds must be confirmed by another management representative in conjunction with a Representative of the Union which may be the Business Representative, Job Steward, or Union Safety Representative if immediately available. Both Management Representatives must describe such grounds in writing prior to any testing being directed.
- © The employee will be provided with an opportunity with an opportunity to explain his/her conduct at a meeting with the Representatives, including the Union Representative referred to in Paragraph 8(b), provided that such Union Representative is reasonably available and provided further that all reasonable efforts have been made to attempt to have such Union Representative present.

Paragraph 9. An employee who refused to submit to a test requested pursuant to Paragraph 8 shall be offered the option of enrolling in a Member Assistance Program (MAP). In the event the employee refuses to do either, he shall be subject to termination.

Paragraph 10. Drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the Employer.

Paragraph 11. When a test is required the specimen will be identified by a code number, not by last name, to insure confidentiality of the donor. Each specimen contained will be labeled and made tamper proof.

Paragraph 12. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

Paragraph 13. Any urine sample taken for testing must be tested as follows:

- (a) For screening; and
- (b) In the event the screening test is positive for confirmation testing by gas chromatography/mass spectrophotometry (GC/MS). This test will be on a separate specimen other than the original specimen used at the initial screening. The initial test shall be paid for by the Employer. Any subsequent retest shall be on a separate specimen and shall be paid for by the requesting employee and shall be conducted within two (2) working days of the Employer's notification of the positive test result.

Paragraph 14. Drug testing shall only be conducted by a CAP or NIDA certified independent laboratory.

Paragraph 15. The employer all of his medical personnel and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physician's Providing Occupational Medical Services and to the AOMA Drug Screening in the Workplace Ethical Guidelines.

Paragraph 16.

- (a) An employee undergoing testing shall be placed on an unpaid leave of absence pending the results of the screening test.
- (b) In the event that the results of the screening test are negative, the employee shall be paid for all time involved in testing process. In the event that the results of the screening test are positive, there shall be confirmation testing as described in Paragraph 13(b) above. In the event the results and the confirmation testing are negative the Employee shall be reinstated without back pay. Unless an initial positive result is confirmed positive, it shall be deemed negative and reported by the laboratory as such.
- (c) In the event that the results of the confirmation testing are positive the employee will be given the opportunity to enroll in a recognized Member Assistance Program. In the event such employee declines to participate in the MAP, he shall be subject to termination.

Paragraph 17.

- (a) An employee who fails to cooperate abandons or does not complete the treatment program prescribed by the MAP counseling or who fails to live up to the terms and conditions of the Referral agreement will be subject to termination.
- (b) If treatment necessitates time away from work the Employer shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

- (c) In order to ensure confidentiality in the MAP program, the Employer shall designate a Management Employee as the Employee Assistance Representative for the Employer. This individual shall be the sole representative of the Employer who is in possession of the employee MAP information. This person shall be of at least the level of Job Superintendent.
- (d) Whenever owner or awarding agency specifications require the employer to provide a drug free workplace such additional requirements may be incorporated herein upon mutual agreement of the Union and Employer.

Paragraph 18. All respects of this policy and program shall be subject to the grievance procedure of the Collective Bargaining Agreement.

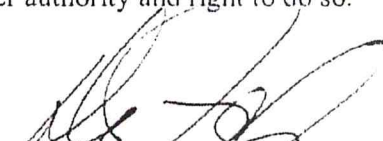
Paragraph 19. It is acknowledged and agreed to that some client owners require that additional substance abuse procedures, including, but not limited to random testing be followed on their projects and it shall not be a violation of this Agreement for signatory employers to comply with such procedures are initiated by a party other than the signatory employer.

IN WITNESS WHEREOF, the parties have signed this Agreement on this 4th day of March, 2016 with full and proper authority and right to do so.



Art Sturms
Business Manager

OPCMIA Local 11



Dale Piggush
Kankakee Area Contractors Assoc

Address 660 N. Cherry Ave
Kankakee IL 60901
Phone 815-932-4194

April 29, 2019

MEMORANDUM OF AGREEMENT

This Memorandum by and between OPCMIA Local 11 Area 037 provides for the following:

- A three-year contract extension beginning June 1, 2019 thru May 31, 2023 covering Cement Masons and Plasters Local 037; and
- Total package increases for each union as follows:

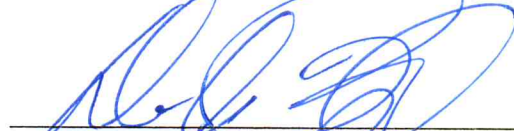
June 1, 2019	\$2.15 per hour
June 1, 2020	\$2.15 per hour
June 1, 2021	\$2.15 per hour
June 1, 2022	\$2.15 per hour
- For the period of June 1, 2019 thru May 31, 2020 \$0.10 goes towards the Contractors Association (*Industry Advancement*).

OPCMIA Local 11 Area 037:



Art Sturms, Business Manager

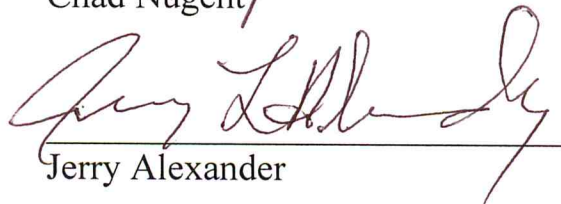
Kankakee Area Contractors Association:



Dale A. Piggush,



Chad Nugent



Jerry Alexander