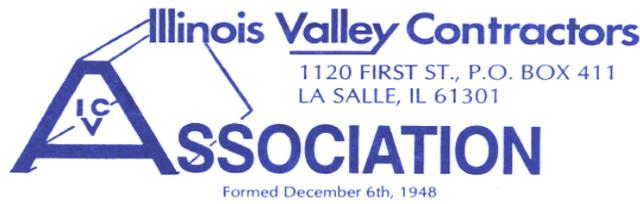


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815/223-5908 Fax

May 6, 2004

Below is a breakdown of the wage package between the ILLINOIS VALLEY CONTRACTORS ASSOCIATION INC., and OPERATIVE PLASTERERS LOCAL #11 (Areas #297 and #858), & OPERATIVE PLASTERERS LOCAL #18 (Area #158 & #12), covering CEMENT MASON & PLASTERERS WORK. The wage package is the same for both Local Unions, but there continues to be a difference in the amount of Dues deduction.

Effective June 1, 2004 through November 30, 2004 a \$1.51 increase, broken down as:

Journeyman	\$27.00	Overtime:
Pension	\$ 6.59	Time & One Half for:
Health & Welfare	\$ 4.80	Over 8 & less than 12 hrs. Mon - Fri
Apprentice Fund	\$.05	The first 12 hrs. on Saturday
Industry Fund	\$.14	Double Time for:
Labor/Management	\$.02	Over 12 hrs. Mon - Sat, Sun and
Total Package \$38.60		Holidays

Dues:

O.P.#11 \$0.95 per hour - Journeymen and Apprentice
O.P.#18 4% of gross + \$.05 (\$1.59 per hour) – Journeymen and Apprentice

Effective December 1, 2004 through May 31, 2005 a \$0.50 increase, broken down as:

Journeyman	\$27.27	Overtime:
Pension	\$ 6.82	Time & One Half for:
Health & Welfare	\$ 4.80	Over 8 & less than 12 hrs. Mon - Fri
Apprentice Fund	\$.05	The first 12 hrs. on Saturday
Industry Fund	\$.14	Double Time for:
Labor/Management	\$.02	Over 12 hrs. Mon - Sat, Sun and
Total Package \$39.10		Holidays

Dues:

O.P.#11 \$0.95 per hour - Journeymen and Apprentice
O.P.#18 4% of gross + \$.05 (\$1.61 per hour) – Journeymen and Apprentice

Foreman (*3-5 Employees) Plus \$1.00 (*Above Regular Pay)
General Foreman (6 or more) Plus \$1.25 (*Above Regular Pay)

**Illinois Valley
Contractors Association, Inc.**

O.P. Local Union #11 _____
Steve Conrad - Business Representative – Areas 297 & 858

Dennis V. Dougherty
Executive Director

O.P. Local Union #18 _____
John Mozingo - Business Representative – Area 158

O.P. Local Union #18 _____
Jake Martin – Business Manager – Area 12

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June 1, 2003 - MAY 31, 2006

AGREEMENT
COVERING BUILDING AND HEAVY & HIGHWAY
ILLINOIS VALLEY CONTRACTORS
ASSOCIATION, INC.
1120 FIRST STREET, LASALLE, ILLINOIS

M
AND

OPERATIVE PLASTERER & CEMENT MASON
INTERNATIONAL ASSOCIATION

LOCAL UNION #11 (Area 297 - LaSalle, Bureau & Putnam County)
&
LOCAL UNION #18 (AREAS 158 & 12)

L
THERE SHALL BE A PRE-JOB CONFERENCE ON JOBS WHEN REQUESTED BY THE
BUSINESS REPRESENTATIVE OF THE LOCAL UNION.

E
THE EMPLOYER OR HIS REPRESENTATIVE SHALL MAKE EVERY EFFORT TO
NOTIFY THE UNION REPRESENTATIVE BEFORE STARTING WORK.

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THIS JOINT AGREEMENT and the working rules herein set forth on this day of June 1, 2003 between the Operative Plasterers and Cement Masons Local Union #11 and Local Union #18 (Areas 158 and 12) herein called the “Union” and the Illinois Valley Contractors Association herein called the “Employer” to cover work on Heavy & Highway and Building Construction. This is a three (3) year Agreement from June 1, 2003 through May 31, 2006.

TERRITORIAL JURISDICTION

The territorial jurisdiction covered by this agreement is as follows: All of La Salle, Bureau, and Putnam Counties (Local 11, Area 297), Stark and Henry Counties (Local 18, Area 12), the part of Livingston County that is North of Route 116 and the city limits of Pontiac, Illinois, the parts of Marshall and Woodford Counties that are North of Route 116, and East of a line which runs South from the point where Marshall, Putnum and La Salle Counties meet, to Route 116 just South and West of Benson, Illinois (Local 18, area 158).

RECOGNITION

The Local Unions party to this contract claim, and the Employer (The Association, on behalf of the Emplorers that have assigned their bargaing rights for this contract to the Association), acknowledges and agrees, based on its own knowledge and the Union’s showing of evidence of majority support, that a majority of its Cement Finishers and Plasterers working in the geographic jurisdiction of this contract have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining representative under Section 9(A) of the National Labor Relations Act of all jull-time and regular part-time Cement Finishers and Plasterers on all present and future job sites withing the geographic jurisdiction of this contract.

PREAMBLE

This Agreement entered into between the above named parties is for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of grievances and disputes that may arise between the Employer and the Employee in the Heavy & Highway and Building Construction Industry in the area covered by this Agreement.

PROCUREMENT OF EMPLOYEES

1. The Employer shall request the Local Union to furnish him with workmen. He shall give not less than one (1) work day advance notice to the Business Representative of the Local Union. The first man on the job shall be a Employee from the area covered by this contract.. **See also TERRITORIAL JURISDICTION.**
2. Journeyperson members may solicit their own work. Contractors hiring these employees must report all new hirings to the Union hall within eight (8) hours.

3. Any contractor having a permanent office, on a foundation, for two (2) years or more within the territorial jurisdiction covered by this agreement, shall be allowed free movement of men within the territory covered by this agreement, as long as at least fifty (50) percent of the employees on the job are from one of the local union areas signatory to this agreement. The local union shall always get the odd man. The employer's key man to be counted in the 50% ratio.
4. Employees covered by this Agreement shall work for only recognized and qualified Contractors or Employers who supply all materials and labor and who shall carry reliable compensation and liability insurance for their Employees and further shall conform to all municipal and state regulations pertaining to health and safety regulations.
5. The Employers shall furnish the Union with a Certificate of their Compensation and Public Liability Insurance on or before the first day of June each year. All Employers shall be required to observe safety, health and sanitation laws, as approved by the Industrial Commission of the State of Illinois.

MANAGEMENT RIGHTS

1. The Employer retains the right to manage its operations and direct the work forces; to be judge of the number of Employees required on any work; to assign Employees as in the Employers judgment the operation may require. It is hereby agreed that the above does not apply to other sections agreed to in this Agreement.
2. The Employer may discharge as he sees fit, provided no Employee is discharged or discriminated against because of Union activities.

MOST FAVORED NATIONS

Should the Union as noted in this Agreement enter into Agreements with other Contractors or Associations, whereby said Union offers better working conditions and/or wages within the area covered by this Agreement, the members of Contractors Association subscribing to this Agreement, shall immediately become subject to the better conditions offered by the Union either written or oral.

JURISDICTION

1. It is agreed that the Collective Bargaining Agreement covers all work jurisdiction of the OPCMIA as presently set forth in their International Constitutions under Sections dealing with Cement Mason's jurisdiction, and with Plasterer's jurisdiction. (See Attachment) The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreements of records with other crafts, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the settlement of jurisdictional

disputes. For the purposes of this agreement, the classification of "Laborer Specialist" has been added.

2. The Employer and Union severally agree to be bound by all terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the Construction Industry (herein after referred to as the "Plan"). In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, Arbitrator(s), or the National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer and the Union, respectively, as set forth in the plan and under this agreement.
3. The Union and the Employer shall cooperate to the fullest extent in the settlement of jurisdictional disputes. There shall be no stoppage of work or slow down arising from any jurisdictional dispute.

ARTICLE I - WORK HOURS

1. Eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, which will be established four (4) hours after starting time, shall constitute a days work. Normal starting time is 8:00 a.m., but it is understood that the starting time may be moved by mutual agreement between the Contractor and the Union.

When it is necessary to work through more than fifteen (15) minutes of the established lunch period, the men shall be paid thirty (30) minutes at the rate of Time & one-half and shall at a later time be permitted a short lunch period, as the work permits, without loss of time.

2. The first four (4) hours worked in excess of eight hours per day, Monday through Friday, and the first twelve hours worked on Saturday, shall be paid at time & one-half (1½). Double time shall be paid for all work performed after twelve (12) hours per day, on Sundays and the following legal Holidays: New Years Day, Memorial Day, July Fourth, Labor Day, Veterans Day (for the purpose of this Agreement, Veterans Day will be observed on the day after Thanksgiving), Thanksgiving Day and Christmas Day. When Employees are required to work overtime, they shall be given a paid thirty (30) minute, unworked lunch period, after the completion of the 2nd overtime hour, (example: 5:30 p.m., on a 7:00 a.m., start day; 6:30 p.m., on a 8:00 a.m., start day). If said Employees are required to work through the 2nd lunch period, they shall be paid an additional one-half (½) hour at the applicable overtime rate. There shall be no work on Labor Day except in case of emergency.

ARTICLE II - MULTIPLE SHIFTS

1. When two (2) shifts are scheduled, the day shift shall start at 8:00 a.m., and the workmen will work on the first shift eight (8) hours for eight (8) hours pay, exclusive of a half (½)

hour lunch period at the straight time rate, Monday through Friday. Workmen on the second shift will work seven and one-half (7½) hours for eight (8) hours, exclusive of a half (½) hour lunch period at the straight time rate, Monday through Friday. If a job is less than three (3) days duration, applicable overtime will prevail.

2. On other multiple shift operations, the first shift shall work eight (8) consecutive hours, exclusive of a half (½) hour lunch period and shall be paid for eight (8) hours at the straight time rate. The second shift shall work seven and one-half (7½) consecutive hours, exclusive of a half (½) hour lunch period and shall be paid for eight (8) hours at the straight time rate. The third shift shall work seven (7) consecutive hours, exclusive of a half (½) hour lunch period and shall be paid for eight (8) hours at the straight time rate.

ARTICLE III - WAGES & FRINGE BENEFITS

Upon the acceptance of this contract, and for the term of this contract, it is agreed that an employer may make a written election to not participate in the Pension fund, Welfare fund, Apprentice Fund, Industry Advancement Fund, Labor/Management Fund and all other obligations of this Article (all inclusive) on the behalf of one owner/corporate officer who sometimes performs work covered by this contract, and therefore would have no obligation to contribute to these funds for those hours worked by that individual. Said written election shall be maintained by the employer and the Union.

1. Effective June 1, 2003 through May 31, 2006 the wages rates, as stipulated below, will be paid per hour for CEMENT MASONS and PLASTERERS on projects using slip forms, such as buildings, elevators, smokestacks, piers and cofferdams.

6-1-03 to 12-1-03

\$25.90	Journeymen
\$ 6.14	Pension Fund
\$ 4.35	Health & Welfare
\$.05	Apprentice Fund
\$.13	Ind. Advancement Fund
\$.02	Labor-Management

12-1-03 to 5-31-04 an additional \$0.50 increase to wages and or benefits.

6-1-04 to 12-1-04 an additional \$1.50 increase to wages and or benefits + \$0.01 IAF.

12-1-04 to 5-31-05 an additional \$0.50 increase to wages and or benefits.

6-1-05 to 12-1-05 an additional \$1.50 increase to wages and or benefits.

12-1-05 to 5-31-06 an additional \$0.50 increase to wages and or benefits + \$0.01 IAF.

Foreman -\$1.00 above regular pay (3-5 employees)

General Foreman -\$1.25 above regular pay (6 or more employees)

Effective 6/1/03 to 5/31/04 Dues Check-Off:

Local 11 = \$0.75 per hour

Local 18 (4% + \$0.05) = \$01.51 per hour

2. When employees are required to work on a Bos'n Chair or form a swinging stage at free fall height, between 15 and 50 feet, the rate of pay will be increased to twenty-five cents (25¢) per hour. When employees are required to work over 50 feet they will be paid fifty cents (50¢) per hour. When employees are required to work from a scaffold erected from free fall height, between 30 and 50 feet, the rate of pay shall be increased twenty-five (25¢) per hour. If required to work over 50 feet, their rate of pay shall be increased fifty cents (50¢) per hour.
3. When Employees are required to work with power troweling machines, not exceeding 36 inches, grinder, float machines, vibrating strike off, concrete saw, power bush hammers exceeding ten (10) pounds, gunite and sandblasting, straight edge on Highway construction only, the rate of pay will be twenty-five cents (25¢) per hour above the regular Employee's rate. Employees operating troweling machines over 36 inches shall receive one dollar (\$1.00) per hour over the Employee's rate. The Employer will only be required to pay one (1) Employee to operate the machine. Employees shall receive two dollars (\$2.00) per hour over the Employee rate to operate riding troweling machines.
4. Work which requires the above increase shall apply only to the individual performing the work.
5. It is hereby agreed that should any claims of jurisdiction arise in the operating of equipment contained in the above paragraphs, they will be settled and in accordance with the Impartial Jurisdiction Disputes Board procedure.
6. Men hurt on the job and ordered home or to the doctor shall receive a full days pay that day. If the man is able to return to work, he must do so to obtain his wage.
7. PENSION FUND – All Contractors working under this Agreement shall pay in to the Illinois Valley Cement Masons Pension Fund. Effective June 1, 2003, the amount to be paid in shall be **six dollars and 14 cents (\$6.14)** for all hours worked under the terms of this Collective Bargaining Agreement.

Pension contributions will be sent to the Illinois Valley Cement Masons Fringe Benefit Funds, P. O. Box 5803, Rockford, Illinois 61125-0803, or at such other place as designated by the Trustees. Monthly contributions of the Employer shall be forwarded to said business office together with report forms supplied for such purpose not later than the tenth (10th) day of the following month.

Contributions to the Illinois Valley Cement Masons Pension Fund shall not constitute or be deemed wages due the Employee.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust establishing the Illinois Valley Cement Masons Pension Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. If payments of contributions, as defined above are not

received by the twentieth (20th) day of the month, the employer shall be deemed in violation of this Agreement and the aforementioned Trust Agreement.

8. WELFARE FUND – The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, effective June 1, 2002, the sum of **four dollars and thirty five cents (\$4.35)** 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 929 South Alpine Road, Suite 408, Rockford, IL 61108, 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 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 upon 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 of ten (10%) percent of the amount 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 or the Union questions the authenticity or 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 cost for collecting payments due, together with any attorney's fees and damages 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 the 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.

9. **JOINT APPRENTICESHIP & TRAINING** – The parties agree to participate in the individual training programs. The Employers agree to make contributions in the amount as stipulated. Said amount shall be remitted to Illinois Valley Cement Masons Fringe Benefit Funds, P. O. Box 5803, Rockford, Illinois 61125-0803 on the same forms provided for the Pension, Industrial Advancement and Labor-Management Funds. The Administrative office will then forward the contributions to the appropriate Training Fund.

Apprentices are essential to the survival of the trade. Management and Labor therefore pledge to work to achieve a common goal to aggressively recruit apprentices.

APPRENTICE WAGES WILL BE:

First year – (first 500 Hours) = fifty (50) percent wage rate + no pension contributions

(after 500 Hours) = seventy (70) percent wage rate + all contributions

Second year = eighty (80) percent wage rate + all contributions

Third year = ninety (90) percent wage rate + all contributions

The apprentices advancement status and training will be in accordance to the apprentice standards registered between the Locals and the Illinois Department of Labor.

THE ALLOWABLE RATIO OF APPRENTICES TO JOURNEYPERSONS IS:

One (1) Apprentice for one (1) Journeyman, Two (2) Apprentices for five (5) Journeymen.

10. **DUES CHECK-OFF** - The Employer shall deduct from each Employee, upon receipt of a signed Dues Check-Off Authorization form, conforming to applicable law, an amount which the Union has specified, or specifies, from time to time and so advises the Association given thirty (30) days written notice, for each hour worked, as the portion of each Employee's Union Dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to Check-Off. Transmit monthly to the Illinois Valley Cement Masons Fringe Benefit Funds, P. O. Box 5803, Rockford, Illinois 61125-0803. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose Dues are being paid and the number of hours each Employee has been paid.
11. **INDUSTRIAL ADVANCEMENT FUND** – All employers working under this Agreement shall pay into the Illinois Valley Construction Industry Advancement Fund thirteen cents (\$0.13) effective June 1, 2003, or thereafter an established amount per hour, per Employee, or portion thereof, including overtime hours worked by each Employee covered by this

Agreement. These contributions shall be remitted along with, and on the same form as the Pension Fund contributions.

Contributions to the Construction Industry Advancement Fund shall not constitute or be deemed wages due the Employee.

12. LABOR-MANAGEMENT FUND –The parties agree to participate in the Illinois Valley Labor-Management Committee under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978. All employers working under this Agreement shall pay into the Illinois Valley Construction Industry Labor/Management Fund two cents (\$0.02) effective June 1, 2003, or thereafter an established amount per hour, per Employee, or portion thereof, including overtime hours worked by each Employee covered by this Agreement. These contributions shall be remitted along with, and on the same form as the Pension Fund contributions. Any future increase to the Labor/Management Fund during this contract will be split equally by the parties.
13. BOND - The Union, at its discretion, may demand a \$30,000.00 Surety Bond or equivalent any Employer to guarantee payment of all earnings and fringe benefit contributions, which may become due. The Union shall be entitled to resort to legal and economic remedies against any delinquent Employer during the period of such delinquency.
14. The above Bond will not be required from an Employer that has employed Cement Mason and Operative Plasterer members for five (5) consecutive years and has not become delinquent during said five (5) years.
15. In the event of failure on the part of the Contractors or individual to remit benefits as provided for in this Agreement, the Union will have the right to withdraw the service of its members, or perform other lawful acts, until such time as all money due has been paid.
16. It is recognized and acknowledged by all parties, including the Employers, that the regular and prompt payment of contributions are essential to the aforementioned funds and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the plan which would result from the failure of an Employer to pay the required contributions within the time provided.

Therefore, if any Employer shall fail to pay the required contributions by the due date, such Employer may be liable in addition, for liquidated damages of ten percent (10%) of the amount of the contributions which are owed.

In the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable Attorney's fees, even though no legal actions are actually instituted, and cost incurred in the collective process, including but not limited to, court fees, audit fees and administration expenses.

17. Every Employer shall be required to file a properly executed report, on forms furnished by the office of the Administrator of the Pension Fund as reflected by said forms.

18. Said reports shall be filed on or before the 15th day of the month following the month for which the report is due. Failure to file said report and make payments of the contributions due and owing, as reflected by said report within the time prescribed herein, or the willful filing of a false report shall impose upon the Employer an administrative assessment of ten dollars (\$10.00) or ten percent (10%) of the amount of the contributions due, whichever amount shall be greater.
19. It is specifically agreed that acceptance of any delinquent or false reports and the contributions as reflected thereby, by the administrator of said Fund shall not constitute a waiver of an administrative assessment which may be due and owing thereon as herein above set forth.
20. A properly authorized Representative of said Fund shall have the right to examine the Employers payroll records for the purpose of determining if properly executed reports are being made to said Fund. The Representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Fund.
21. To protect the participating members in the Fund from loss of eligibility of benefits caused by failure of an Employer to make proper contributions, his Employee may be removed from the job by and at the option of the Union. In the event the Employees are removed from the job for the above stated reason, the Employer shall compensate them for all time lost as a result of the same.
22. The Illinois Valley Labor/Management Drug Policy is incorporated into this agreement.

ARTICLE IV - FOREMAN

1. Foreman's rate will be one dollar (\$1.00) above the regular Employee rate. When three (3) to five (5) Employees are employed on the same job, one (1) will be designated by the Employer as a working Foreman. When six (6) or more Cement Masons are Employed, the Foreman shall become a General Foreman and shall receive one dollar and twenty-five cents (\$1.25) per hour above the regular Employee rate. Additional working Foremen and General Foremen, as needed, will be designated by Management or his Representative.
2. When six (6) or more men are employed on a slip form paving crew, the sixth (6th) man can be a working Foreman or non-working Foreman at the discretion of the Contractor.
3. The Foreman shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his Foreman the right to employ or discharge any or all Employees subject to the provisions of this Agreement.

4. The Employer or his Representative and Mason Foreman shall determine the number of Finishers required to handle a job. If they disagree, the decision of the Employer or his Representative shall prevail.
5. The first foreman or Key Man, can be from any local. The next foreman, if needed, will be a qualified member of the area.

ARTICLE V – WORK RULES

1. Five (5) minutes shall be granted the Employees to clean up tools and equipment. Should more time be needed, an Agreement must be reached between the Union Representative and the Employer Representative.
2. The Employer shall have men on the job at the beginning of pouring operation on any work that requires finishing. This applies also to pouring of topping on old slabs or any other surface, including walls and footing.
3. Any Employee covered by this Agreement transferred from one job to another during working hours for the same Employer, shall be transported on the Employers time.
4. The Employer shall furnish all special tools, rubber floats, brushes and pails, straight edge, stone, darbies, bush hammers, special curb edges or any other special tools that might be needed. Protective clothing for inclement weather or when using acids and epoxy shall be furnished by the Contractor.
5. An Employer employing two (2) or more employees shall provide a suitable tool house where Employees can change their clothes and store their tools with safety, he shall also provide drinking water of good quality at a reasonable time.
6. When a man is called out to work and is not put to work, he shall be paid two (2) hours, weather permitting. Should weather conditions prevent the start of work, the Employer agrees to call the Union Steward and Foreman. They in turn will make every effort to notify the Employee or Employees that there will be no work that day. If the Employee starts work he shall be paid eight (8) hours provided, he remains on the job; however, when weather conditions cause work stoppage, or he is discharged for cause, he shall be paid for the actual time worked.
7. Contractor failing to call Union Steward or Foreman, as provided for in the above paragraph, and the Employee reporting for work shall be paid two (2) hours show-up time, the Employee will remain on the job to collect two (2) hours pay.
8. The Cement Masons shall have the right to use any tools furnished by the Contractor necessary to complete his work.

9. If an Employee wishes to take a vacation, he shall notify his Employer (through his foreman) at least two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.
10. Under no circumstances shall a Cement Mason be left to work alone without someone in close proximity.
11. On very large projects, of expected long duration, one (1) year or more, requiring twenty (20) or more Cement Masons, the individual Employer shall establish a tool crib and a tool checking and repair system, for any tools used by the Cement Masons. This crib shall be manned by a Cement Mason who will check out, receive and repair and maintain these tools for the Cement Masons.

ARTICLE VI – PAY DAY

1. Wages must be paid on Contractors regular pay day and must not be paid later than regular quitting time. Every hour the men are detained after that time must be paid for by the Employer at the regular rate of wages provided for in this Agreement. In the event there is no work on pay day, wages provided for in this Agreement shall be paid by 9:30 a.m., and the above rule relative to waiting time shall be in effect.
2. When Employees are laid off or discharged, they shall be paid in full on the job immediately, and if requested to go to some particular place or to the office of the Employer, the Employee shall be paid for the time required to do so.
3. The Employer may not hold back more than one (1) weeks pay for purposes of making out his payroll.

ARTICLE VII - ADJUSTMENT OF DISPUTES

1. Any dispute of any type concerning the interpretation or application of the Agreement between the Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No Employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.
2. **GRIEVANCE COMMITTEE** - In the event the matter is not settled, it shall be referred to the Grievance Committee consisting of three (3) Employer Representatives, selected by the Association; and three (3) Union Representatives, selected by the individual Union involved, (it being understood that in a situation where there is a unequal number of Representatives present equal voting shall prevail). After notices have been received by either the Association or the Union, a meeting of the Grievance Committee will be set up within fifteen

(15) days. The determinations of the Grievance Committee shall be governed by majority vote.

3. Upon mutual agreement the parties may extend the fifteen (15) day limitation.
4. **ARBITRATION** - Should the Grievance Committee be unable to resolve the matter, then the Union or the Association may refer the matter to Arbitration by so notifying the other party involved. The Union shall submit the names of five (5) Arbitrators, and the Employer shall have the right to select one (1) of the Arbitrators listed in the notice or similarly to submit an alternate list of five (5) Arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized Arbitrators. From the list so submitted, the parties shall within ten (10) working days after receipt thereof, select the Arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the Arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of Arbitration, including the Arbitrators fee and expenses, will be borne equally by both parties.
5. The Arbitrator may interpret the Agreement and apply it to the particular case presented to him. But he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement made supplementary thereto. Wages, hours and fringe benefits are not arbitrable.
6. The decision of the Grievance Committee or of the Arbitrator, as the case may be, shall be final, binding and conclusive upon all parties & the Union, Employers, Association and Employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to Arbitration or to abide by the decision of the Arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE VIII - UNION RECOGNITION & STEWARD

1. The Employer shall recognize the right of the Union to select a Steward from the Employees who are on the job and who have been employed by the Employer. Stewards shall be given time to see that this Agreement is being complied with. In no event shall the Steward be discriminated against by the Employer for faithful performance of his duties as Steward.
2. The official Business Representative of the Union shall have the power to visit all jobs where Employees represented by the Union are employed. Any duly authorized Representative of the Local Union carrying proper credentials shall be allowed to visit jobs during working hours to interview the Contractor Steward or men at work, but shall in no way hinder the progress of the job.

ARTICLE IX - SUBCONTRACTING

The Employer agrees not to sublet or contract out any work covered herein to be performed on the construction site unless the Contractor to whom the work is sublet agrees to conform his operations to the terms of this Agreement.

ARTICLE X - SPECIAL PLASTERERS RULES

1. The plasterer shall have jurisdiction over, but shall not be limited to:
 - 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, is the work of the plasterer. This includes the plastering and finishing with hot composition material in vats, compartments or whatever. 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 walls 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 plasterers.

The preparation, installation and repair of all interior and exterior insulation systems, including, but not limited to, installing of foam systems, bead boards, outulation, ultralation, lead abatement, encapsulation and all fire proofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels shall be the work of the plasterers.

- b. All casting must be done by the plasterer. 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 plasterer, except a base six inches or less. No plasterer shall be allowed to work to any corner beads that are put on beams, arches or groin ceilings unless same are stuck, mechanically fastened or attached by the plasterer. This includes window heads and door heads.
 - c. All cement plastering, over and above the six inch base, shall be supervised and executed by the plasterer on walls and ceilings.
 - d. Plasterers claim all waterproofing 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.

- e. 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 the plasterer. All mortar boards must be raised at least eighteen inches above the scaffold.
 - f. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.
2. RESIDENT REQUIREMENTS. If available, on all job sites in this jurisdiction, at least 50% of the plasteres employed, plus the odd man, if any, shall be residents of the area covered by this agreement.
 3. JURISDICTION. All work shall be done in a good workmanlike manner and the Employer must allow a reasonable amount of time to have same done. The employees claim all plastering, plain or ornamental, interior or exterior, regardless of the materials.
 4. PLASTERING MACHINES. No Journeyman shall refuse to work with Plastering Machines that have been approved by the International Unions.
 5. PIECE WORK PROHIBITION. No Journeyman shall agree with an Employer to do any certain amount of work, in order to obtain a bonus, or for any other reason. Nor shall any Employer demand any certain amount of work from a Journeyman, during any working day or part thereof. There shall be no restriction on the amount of work a man shall do in a working day.

ARTICLE XI – RESIDENTIAL

1. Residential shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three stories, including all garden type and walk-up apartments. It is understood that the Cement Mason will perform all work assigned to them by their Employer.
2. The Contractor will be allowed to work four (4) ten (10) hour days with a make up day on Friday.
3. No show up time is required.
4. Once work has commenced, the employee shall be paid in the following minimum increments: work less than two (2) hours, pay two (2) hours plus benefits; work more than two (2) but less than four (4) hours, pay four (4) hours plus benefits; work more than four (4) but less than six (6) hours, pay six (6) hours plus benefits; work more than six (6) but less than eight (8) hours, pay eight (8) hours plus benefits.

ARTICLE XII – SAVINGS CLAUSE

It is hereby understood and agreed, that to the extent if any part of this Contract is in conflict with any Federal or State Law, that portion be interpreted in conformity with such laws, it not being the intention of either party to violate any laws that may affect this Agreement.

ARTICLE XIII - ENTIRE AGREEMENT OF PARTIES

1. This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor Management Regulations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement, any employment relationship, or the relationship between the parties.
2. The terms of this Agreement shall be in effect as of June 1, 2003 and shall remain in effect until May 31, 2006 and either party hereto may serve notice of desire to amend this Agreement at the end of said term by giving the other party a written notice, no less than sixty (60) days previous to the expiration date of the then current terms. Absent such notification, this Agreement shall continue upon the same terms and conditions as herein contained for a further period of one (1) year and so on from year to year until termination by either party hereto giving the other party a written notice, no less than sixty (60) days previous to the expiration date of the then current terms.
3. Individual Contractors signatory hereto who have not assigned their bargaining rights to the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless sixty (60) days prior to the expiration of this or any subsequent Agreement said Contractor notifies the Union in writing that it revokes such agreement. Further, said non-member Contractor agrees that notice served by the Union upon said Association and Mediation Service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member Contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and approved by the Officers and Members of both parties to this Agreement as of this 1st day of June, 2003.

Steve Conrad, Business Representative
OPCMIA LOCAL #11 (Area 297)

Jake Martin
Jake Martin, Business Representative
OPCMIA LOCAL #18 (Area 12)

John Mozingo, Business Representative
OPCMIA LOCAL #18 (Area 158)

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty
Executive Director

John Ward
President

WE THE UNDERSIGNED CONTRACTOR NOT HAVING ASSIGNED OUR BARGAINING RIGHTS TO THE ILLINOIS VALLEY CONTRACTORS ASSOCIATION, DO HEREBY AGREE TO ABIDE BY THE AGREEMENT NEGOTIATED BY AND BETWEEN THE ILLINOIS VALLEY CONTRACTORS ASSOCIATION AND THE AFOREMENTIONED LOCAL UNIONS.

COMPANY NAME: _____

ADDRESS: _____

CITY-STATE-ZIP CODE: _____

AREA CODE & TELEPHONE NUMBER: _____

SIGNED BY & TITLE: _____

DATE: _____

Cement Masons Jurisdiction – Attachment

The cement mason shall have jurisdiction over, but shall not be limited to:

- (A) All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the cement mason. Cement masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering. Cement masons shall perform the screeding and finishing of all concrete surfaces, the stamping of concrete, and the washing of all concrete construction, using any color pigment when mixed with cement, in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with cement masons' trade. The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material 6" base or less shall be the work of cement masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes, and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all window and door frames that touch concrete. The laying and finishing of Gypsum Material Roof. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations.

All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same. The finishing of all concrete surfaces by sandblasting, the washout method, bushhammering or any other method and the sealing of these same surfaces shall be the work of the cement mason.

The curing of finished concrete, wherever necessary, whether by chemical compounds or otherwise, 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 mason: including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; bonding; the preparation and all installation of ground or base courses, steps and cove base. The purpose and intent of the

six-inch base law must not be defeated. All magnesite composition installation work of the OP&CMIA shall be done under the supervision of a competent and qualified cement mason. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to.

The regulation of the size of the hand finishing trowel shall be a matter of local autonomy.

Section 3 The plasterer shall have jurisdiction over, but shall not be limited to:

(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 OP&CMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, 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 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 walls 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 OP&CMIA who are practical plasterers.

The preparation, installation 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 proofing 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 OP&CMIA. 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 plasterer, except a base six 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, mechanically fastened or attached 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 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 OP&CMIA.
- (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 OP&CMIA. All mortar boards must be raised at least eighteen 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 feet, small caps and other similar work may be cast.
- (8) All caps not exceeding two feet in diameter may be cast.
- (9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (10) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.
- (11) Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

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