

MID-AMERICA REGIONAL BARGAINING ASSOCIATION



CEMENT MASONS LOCAL 502 AGREEMENT

BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION
(MARBA)

AND

CEMENT MASONS, LOCAL UNION 502

TERM OF AGREEMENT

JUNE 1, 2001 TO MAY 31, 2006

PLEASE NOTE:

A great amount of care has been used in the preparation of this labor contract. Since MARBA relies on other sources for the information, however, MARBA cannot be responsible for the accuracy or content of the following labor agreement. If you have questions regarding the agreements or if you find errors, please contact the MARBA Office at (847) 699-1283. We will be updating these contracts from time to time and we will advise you of errors as they are brought to our attention.

**CEMENT MASONS LOCAL 502
TERM OF AGREEMENT
6/01/01 to 5/31/06**

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JOINT AGREEMENT
Between the
MID-AMERICA REGIONAL BARGAINING ASSOCIATION
and
CEMENT MASONS', ROCK ASPHALT AND COMPOSITION FLOOR FINISHERS
LOCAL UNION NO. 502 OF CHICAGO AND COOK COUNTY, ILLINOIS

THIS AGREEMENT, made and entered into this first day of June, 2001 by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION for and on behalf of the present and future members of its member associations, and all other EMPLOYERS historically working under this Agreement or previous or subsequent versions hereof, hereinafter called, variously, the "EMPLOYER" "EMPLOYERS" or the "Contractor" as the context of this Agreement shall indicate is applicable, and CEMENT MASONS', ROCK ASPHALT AND COMPOSITION FLOOR FINISHERS' LOCAL UNION 502, (AFL), hereinafter referred to as the "UNION".

WITNESSETH THAT:

WHEREAS, the EMPLOYERS covered by this Agreement are Contractors engaged in the construction, maintenance, and repair industry; and

WHEREAS, the UNION is a labor organization affiliated with the American Federation of Labor, and represents all Employees covered by this Agreement; and

WHEREAS, the parties hereto have heretofore established and are currently maintaining Trust Funds for the purpose of providing Welfare, Retirement and Savings benefits for the Employees of said EMPLOYERS; and

WHEREAS, the parties hereto have heretofore established and are currently maintaining an Apprentice Educational and Training Trust Fund for the purpose of providing training and education for Apprentices in order to provide a sufficient pool of qualified and skilled Journeymen; and

WHEREAS; the parties hereto have established a Savings Fund effective June 1, 1968, for the purpose of providing economic stability for the Employees of said EMPLOYERS; and

WHEREAS; the EMPLOYERS recognize the UNION as the sole and exclusive bargaining representative of all Employees of the EMPLOYERS performing the work set forth herein and such other work over which the UNION may hereafter acquire jurisdiction, and

WHEREAS, it is to the mutual advantage of the parties hereto to enter into a written agreement setting forth wage rates, Welfare Fund, Pension Fund, Apprentice Educational and Training Fund, and Savings Fund contributions, working conditions and other terms and conditions of employment with respect to the Employees and the work covered by this Agreement;

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his" or "man" is used, they shall be read and construed as "he or she", "him or her", "his or her" and "man or woman".

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

**SECTION 1
GENERAL**

Paragraph 1. Recognition The EMPLOYERS recognize the UNION as the sole and exclusive bargaining representative of all Employees of the EMPLOYERS performing the work set forth herein and such other work over which the UNION may hereafter acquire jurisdiction.

Paragraph 2. Coverage This Agreement shall apply in all projects, work or operations in Chicago and Cook County, Illinois and within such areas as the UNION may have or hereafter acquire lawful jurisdiction.

Paragraph 3. Standard Agreement The Standard Agreement of the Construction EMPLOYERS' Association and the Chicago and Cook County Building and Construction Trades Council is hereby made a part of this Agreement, provided however, that in the event of any conflict or ambiguity with respect to said Agreement and this Agreement, the provisions of this Agreement shall prevail and apply.

Paragraph 4. Duration This Agreement shall become effective at 12:01 AM June 1, 2001, and shall continue in full-force and effect to 12:00 midnight, May 31, 2006. If either party wishes to modify this Agreement, it shall serve notice in writing of such request upon the other party not less than 60 (sixty) days prior to May 31, 2001. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration, by and between the parties in area-wide bargaining, from year to year thereafter. Such notices shall be deemed adequately served if sent by certified or registered mail to the parties hereto at the following addresses:

UNION

CEMENT MASONS', ROCK ASPHALT
AND COMPOSITION FLOOR FINISHERS'
LOCAL UNION NO. 502 OF CHICAGO
AND COOK COUNTY, ILLINOIS
739 S. 25th Avenue
Bellwood, Illinois 60104

EMPLOYERS

MID-AMERICA REGIONAL BARGAINING ASSOCIATION
2720 River Road, Suite 222
Des Plaines, IL 60018

Paragraph 5. Enforcement The failure by the UNION to enforce any term or condition of this Agreement, or to seek a remedy for any breach thereof, shall not constitute a waiver of any of its rights in the future enforcement of all its terms and conditions.

SECTION 2
HOURS, OVERTIME, PREMIUMS AND GENERAL CONDITIONS OF EMPLOYMENT

Paragraph 1. Normal Work Day When one shift is used, eight (8) hours per day, between 8:00 AM and 12:00 NOON and from 12:30 PM to 4:30 PM from Monday through Friday shall constitute the normal workday.

Where work is required to start before 8:00 AM on a regular working day, the contractor is responsible to inform the Cement Mason and the Contractor or the Cement Mason shall obtain clearance from the Union of any change in the starting time prior to 3:00 PM the day before such change is to be effective.

Paragraph 2. Work During Lunch Periods Any Employee who is assigned or permitted to work through the full lunch period of 12:00 NOON to 12:30 PM shall be paid for work during such periods at double time and shall, at a later time, be permitted a short lunch period as the work permits, without loss of paid time; PROVIDED, HOWEVER, that in the event concrete is being placed on any floor, sidewalk, loading dock, or any other flat surface during the lunch period, all Employees on that specific concrete work shall be paid at the rate of double time, regardless of whether they actually perform any physical work during said period.

Paragraph 3. Basic Overtime When one shift is used, double the Employee's straight time hourly rate, including any applicable premium, shall be paid for all hours worked:

(a) Prior to 8:00 AM or after 4:30 PM on a normal workday

(b) From 12:01 AM Sunday to 8:00 AM Monday

(c) On New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on Mondays when such holidays are celebrated, as set forth by the Chicago Building Trades Council.

NOTE: No work shall be done on these days except to protect life and property, and in the event it becomes necessary to work, the Contractor is responsible to inform the Cement Mason and the Contractor or the Cement Mason shall obtain clearance from the Union prior to 3:00 PM on the working day before said holiday.

(d) During lunch periods as provided in Paragraph 2 above, and as otherwise provided herein.

(e) Rate of pay for work performed on Saturday between the hours of 12:01 AM and 11:59 PM shall be at time and one half.

Paragraph 4. Other Overtime Double the Employees regular hourly rate, including applicable premiums, shall be paid under the following circumstances:

(a) On Slip Form shift work, as set forth in Section 4 hereof, Employees shall be paid double time for the last four (4) hours of the 12-hour shift.

(b) For all hours in connection with such Slip Form shift work performed on Saturdays, Sundays, or New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, and as otherwise provided herein. (Note: Appendix A, Page 1, Section 2, Paragraph 3).

Paragraph 5. Miscellaneous Overtime Provision Overtime shall be continuous with no deduction for time off taken for lunch periods. After 4:30 PM, Employees shall be permitted a lunch period in sequence as the work permits at the first available opportunity without loss of time.

Paragraph 6. Emergency Job Conditions In the event abnormal job conditions exist where there is a continuous placement of concrete, the shift work shall be allowed on a straight time basis excluding Saturdays, Sundays, and holidays, beginning with the first shift starting at 8:00 AM until 4:30 PM, and the second shift from 4:30 PM to 12:30 AM, and the third shift from 12:30 AM to 8:00 AM, and any Cement Mason actually put to work on a shift shall receive at least eight (8) hours pay.

The Employer shall be required to give notice to and obtain clearance from the Union forty-eight (48) hours in advance in order for the Union and the Employer to meet the requirements of this provision. Further, when emergency conditions not covered by this provision exist, the Union and the Employer shall negotiate to expedite the resolution of said emergency conditions.

Paragraph 7. Reporting for Work Any person who reports for work and is not placed at work for any reason whatsoever shall receive at least two (2) hours pay, unless notified by the Foreman in time not to show up for work.

If a regular Employee or a person other than a regular Employee who is called for work and brings his tools and who, in the opinion of the Employer, is a qualified Cement Mason, starts working, he shall receive not less than a full day's wages.

If a regular Employee or a person other than a regular Employee who is called for work and brings his tools is told to wait and not put to work, he shall receive a minimum of two (2) hours' pay or the amount of time he is required to wait, whichever is greater.

If after starting work Employees are stopped due to inclement weather, they shall receive wages from the time they started working or 8:00 AM, whichever is earlier, but in no event shall they receive less than four (4) hours pay. In the event they are forced to work past 12:00 noon they shall receive a full days' wages. Workmen employed during the day by the Employer shall be paid from 8:00 AM.

Paragraph 8. Tool Storage The Employer shall provide a reasonably secure place on the job for the storage of workmen's tools. A complaint by the Steward with reference to such storage space shall be investigated by the respective Presidents of the parties involved or their representatives and should they fail to agree they shall refer the matter immediately to the Joint Arbitration Board. Should the Employer fail to provide such secure place after investigation by the respective Presidents or their representatives or by the Joint Arbitration Board, upon due notice thereof, then such Employer shall pay any loss sustained by the workmen because of the tools stolen from such insecure storage place.

Paragraph 9. Senior Mason One out of every five (5) masons (including foremen) employed on any project shall be a Senior Mason. A Senior Mason is defined as a mason who has at least 20 years working experience in the industry, and who has otherwise satisfied the requirements for full vesting under the provisions of Article III, Accumulation of Pension credits of the Rules and Regulations for the Pension Fund of Cement Masons Union Local No. 502, adopted in accordance with the Agreement and Declaration of Trust incorporated by reference herein and made part hereof.

Senior Masons shall be furnished with special cards identifying them as such, and the Union may check such identification at any time to insure compliance with the first subparagraph of this Paragraph.

Paragraph 10. Area Residents On all job sites in this jurisdiction, at least 50 percent of the Cement Masons employed, plus the odd man, if any, shall be residents within the jurisdiction of Local 502. The Foreman, if from another jurisdiction, is part of the 50 percent. If the Employer has his own foreman, and this foreman is from a local other than Local 502, the next two (2) men hired shall be from the jurisdiction of Local 502.

SECTION 3 WAGES

Paragraph 1. Straight Time Hourly Rates Except as otherwise provided herein, during the term of this Agreement, the Employer agrees to pay the straight-time hourly wage rates set forth in Appendix A, attached hereto and made a part hereof, as such wage rates may be amended from time to time by area-wide bargaining.

Paragraph 2. Retroactivity All negotiated increases in wage rates and benefit contributions (including Pension, Health and Welfare, Apprentice and Savings Funds) for all Employees covered by this Agreement shall be fully retroactive on all hours paid, from and including June 1, 1998.

Paragraph 3. Method of Payment At the option of the Employer, wages shall be payable in U.S. Currency or by check.

Paragraph 4. Wage Payment Violations Payment by an Employer and acceptance by an Employee of a sum less than the applicable wage rates (straight time, overtime, or premium), as provided for in this Agreement shall be a violation of this Agreement on the part of each. Upon proof of such violation, the Employer shall immediately pay the unpaid balance, in accordance with the wage rate so violated and shall in addition thereto, pay as liquidated damages for said violations, an amount equal to 10 percent of the sum which he failed to pay to his Employee; such amounts to be remitted in equal shares of 1/4 the total sum to the Pension, Health & Welfare, Apprentice and Savings Funds, respectively. The Employee, if it is found that he knowingly and willfully agreed to accept less than the contractual wage, shall be disciplined by the Union, if such Employee is a Union member. Notwithstanding any other provision of this Agreement, the Union shall have the right to call an immediate strike upon discovery of non-payment or underpayment of wages. Benefit contributions shall be considered wages for purposes of this provision.

Paragraph 5. Additional Violations If an Employer is guilty a second time of paying less than the stipulated wage to an Employee, the Union may deny such Employer further right to the employment of said Employees during the term of this Agreement.

Paragraph 6. Insufficient Funds If an Employer fails to have sufficient funds in the bank to meet paychecks, said Employer shall pay to the aggrieved Employee costs incurred not to exceed Ten Dollars (\$10.00) for the offense. He shall also receive a verbal warning for the first offense. A penalty of two (2) hours' pay for the second offense, a penalty of four (4) hours' pay for the third offense, and a penalty of one days' pay for the fourth offense. All moneys will be paid at the current rate at the time such violations occurred.

Paragraph 7. Time of Payment It is agreed that the Employees shall be paid within fifteen (15) minutes before the end of the regular designated payday of each week except when the regular payday is a legal holiday, in which case they shall be paid on the day before such holiday at quitting time.

Wages are to be paid in full up to and including three (3) days preceding the regular designated payday.

Paragraph 8. Pay on Separation An Employee who quits of his own accord shall be paid on the next regular payday. Any Employee who is discharged or laid off shall be paid by cash or check in person or by mail postmarked within 24 hours to the nearest working day. In the event an Employer does not send the check promptly postmarked the following workday, the Union reserves the right to deny the said Employer privilege of mailing future checks. Wages due for all work performed after 4:30 PM, may be mailed the

following work day. Any said violating Employer shall be required to pay on the job site at the time of lay off or discharge for all work performed up to 4:30 PM, that day, or be given a time check calling for two (2) additional hours to cover traveling time. Such additional hours are to be added at the time of giving the check and shall be paid on presentation at the office of the particular Employer. If same is not promptly paid upon arrival at the office and he is required to remain there, he shall be paid for such time - Sundays and holidays excepted.

SECTION 4 SLIP FORM WORK TANKS, SILOS, STACKS

Paragraph 1. Description Cement Masons shall be employed on all concrete tanks, silos, stacks, elevators, and smoke stacks. This type of work usually requires that concrete be poured on a twenty-four (24) hour basis and that slip form type of construction be used. The nature of this work requires skilled Cement Masons working on various types of scaffolding up to heights as great as three hundred (300) feet.

Paragraph 2. Shifts Two shifts of men shall be employed and each shift shall work twelve hours.

Paragraph 3. Base Rate of Pay The rate of pay for each shift shall be single time for the first eight (8) hours and double time for the following four (4) hours.

Paragraph 4. Wage Premiums The rate of Journeymen's pay for this type of work shall be twenty-five (\$.25) cents per hour above the regular Journeymen's rate. The rate of Foremen's pay shall be thirty-five (\$.35) cents per hour above the regular Foremen's rate.

Paragraph 5. Premium Days Where such shift work is performed on Sundays and holidays, it shall be paid for at the rate of double time. Rate of pay for worked performed on Saturday between the hours of 12:01 AM and 11:59 PM shall be at time and one-half.

Paragraph 6. Minimum Guarantee Any Cement Mason actually put to work on shift shall receive at least sixteen (16) hours' pay.

Paragraph 7. Hours The hours of labor on this shift work shall be 8:00 AM to 8:00 PM for the first shift and 8:00 PM to 8:00 AM for the second shift.

Paragraph 8. Foremen Required A Foremen shall be employed on each shift.

SECTION 5 PREMIUM WORK

Paragraph 1. Swinging Scaffolds The wage rate for Employees working on swinging scaffold work shall be twenty-five (\$.25) cents per hour above the regular contractual rate. There shall be not less than two (2) Cement Masons working on a swinging scaffold.

**SECTION 6 A
BRANCHES OF WORK**

**This Section is strictly devoted to the
LAKE COUNTY CONTRACTORS ASSOCIATION
and
BUILDERS' ASSOCIATION OF GREATER CHICAGO**

Paragraph 1. Basic Craft Jurisdiction Cement Masons will be employed on all cement work, insofar as this work shall not conflict with the decisions of the National Board of Jurisdictional Awards. The craft jurisdiction covered by this Agreement shall include the following work: screeding and finishing of all types of concrete floors, slabs, footings, and walls and other types of asphalt floors; the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finish; operation of floating and trowelling machines; the running of all base 6" or less compound of cement, magnesite, composition, oxide chloride, and other plastic material; the setting of all strips, screeds, and bulkheads when set to grade and used as a screed; setting of all curb forms, sidewalk forms, including steel sidewalk and paving forms, all stakes and grades; all glass set in cement; the pointing, patching, and caulking around all steel or metal frames where set in concrete; screeding 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 that are set in concrete foundations; all waterproofing with material mixed in cement mortar; setting of all expansion strips in buildings, sidewalks, and driveways; the cutting, caulking, and scoring of joints whether done by hand or machine, the handling of the cement gun up to 1 1/2" thick in concrete patching and all finishing of same regardless of thickness; the screeding, darbying and trowel finishing of all types of magnesium oxychloride cement composition floors, including all types of oxychloride granolithic composition floors; and all Epoxy materials, the application and sanding of all underlayment; the grinding and patching of concrete where finishing tools are used, including the improvisation of such tools; the patching and rubbing of all precast concrete, the laying and finishing of all waylite, gypsum, zondlite, elasticell or any additive comparable to the aforementioned being used for the specific purpose of roof-deck or flooring material; the plugging and waterproofing of tie and cone holes whether by concrete, plastic, or any other material; the snapping of all ties that are left after stripping where patching is involved; and all such other work over which the UNION may acquire jurisdiction during the term of this Agreement or any renewal term hereof.

Paragraph 2. Hand Trowelling Required All cellular or foam-type concrete commonly referred to as lightweight insulating concrete shall be hand-trowelled, and the EMPLOYER agrees that at no time will any cement mason be allowed to partially trowel any part of the floors.

Paragraph 3. Trowelling and Floating Machines Wherever in the geographic area covered by this Agreement a floating machine or trowelling machine is operated on any floor, sidewalk, loading dock, or any other flat surface where cement, concrete, or other plastic material is being placed and finished, a cement mason or cement masons must hand float or hand trowel, before and after each and every operation of such machine or machines, including the final operation of said machines.

The EMPLOYER shall assign a sufficient number of Employees to precede the operation of said machine or machines to insure that the proper slab shall be made; the operator of such machine shall be a Cement Mason.

Paragraph 4. New Equipment Whenever a paving machine, concrete spreading machine, mechanical straight edge, multiple trowelling machine, or similar type machine or any other new equipment or procedure is to be used on any type of work covered by this Agreement, which in the opinion of the UNION could adversely affect the job security of Employees covered by this Agreement, a pre-job conference will

be held between the EMPLOYER or his representative and the President and Business Representative of the UNION and an Officer or member of the Builders' Association of Greater Chicago or Lake County Contractors Association or both on each specific job.

Further, each specific pre-job conference shall reach a mutual understanding and agreement before each specific job begins.

Further, all such machines shall be operated under the supervision of a Cement Mason with the exception of the multiple trowelling machine and mechanical straight edge and laser screed which shall both be operated and supervised by the Cement Mason.

The foregoing shall be strictly interpreted, construed, and adhered to.

As is traditional in the industry, EMPLOYERS or Contractors shall not be permitted to contract for labor only, and Employees shall work only for recognized or qualified Contractors or EMPLOYERS who are signatory to this Agreement.

SECTION 6 B BRANCHES OF WORK

**This Section is strictly devoted to the
ILLINOIS ROAD BUILDERS' ASSOCIATION**

Paragraph 1. Basic Craft Jurisdiction Cement Masons will be employed on all cement work, insofar as this work shall not conflict with the decisions of the National Board of Jurisdictional Awards. The craft jurisdiction covered by this Agreement shall include the following work:

The setting of all line and grade.

The setting of all forms for curbs, and curb and gutter.

The setting of all line and grade. The setting of wood forms for roads, streets, bridges, and airports when set to grade. The setting of all forms in alleys when set to grade, all glasses set in cement.

The setting of all screeds, welded in place or set by any other method.

The screeding and finishing of all walls, abutments, and culverts.

The grinding of beam seats on all road surfaces.

The striking off and finishing of all base and top materials whether done by trowel, float darby, burlapping, belting, or any other process on roads, streets, alleys, bridges, and airports.

All patching, grouting and brushing regardless of materials used.

The finishing, cutting, and sawing of all joints whether done by machine or by hand or any other process; and all such other work over which the UNION may acquire jurisdiction during the term of this agreement in order that the work can be done in a workmanlike manner.

Paragraph 2. New Equipment Whenever a Curb Machine, Formless Paving Machine, or any other similar type machines or any other new equipment or procedure is to be used on any type of work covered by this Agreement, which in the opinion of the UNION could adversely affect the job security of Employees covered by this Agreement, a pre-job conference will be held between the EMPLOYER or his representative, and the President and Business Representatives of the UNION, on each specific job, for the purpose of determining the complement of Cement Masons needed to complete all of the work under the jurisdiction of the UNION.

Further, each specific pre-job conference shall reach a mutual understanding and agreement before each specific job begins. If the EMPLOYER'S plan to utilize such new equipment or procedure is not formulated until after the commencement of the job, such equipment or procedure may not be used until the parties meet and resolve the issue as provided above.

Further, all such machines shall be operated under the supervision of a Cement Mason, with the exception of the multiple trowelling machine, mechanical straight edge, and laser screed which shall be both operated and supervised by the Cement Mason.

The foregoing shall be strictly interpreted, construed, and adhered to. As is traditional in the industry, EMPLOYERS or Contractors shall not be permitted to contract for labor only, and Employees shall work only for recognized or qualified Contractors or EMPLOYERS who are signatory to this Agreement.

SECTION 7 A FOREMEN

**This Section is strictly devoted to the
LAKE COUNTY CONTRACTORS ASSOCIATION
and
BUILDERS' ASSOCIATION OF GREATER CHICAGO**

Paragraph 1. General Requirements All Foremen shall be qualified Cement Masons.

Paragraph 2. Ratios When three (3) or more Cement Masons are employed, one shall be designated as Foreman. On other occasions, the EMPLOYER shall authorize a Cement Mason to act as Foreman with powers to issue orders to other workers. A Foreman shall receive one dollar (\$1.00) per hour above the highest Journeyman's wage rate. Effective June 1, 2004, through May 31, 2006, a foreman shall receive one dollar twenty-five cents (\$1.25) per hour above the highest Journeyman's wage rate.

Paragraph 3. Non-Working Foremen On all jobs requiring seven (7) or more Cement Masons, the Foreman shall not use his tools and shall devote his time to the supervision of the work.

Paragraph 4. Notices to Foremen The Cement Mason Foreman shall be notified whenever add mixtures are used in the concrete mix. The foreman shall be notified in advance when accelerators of concrete are to be used in the concrete mix.

Paragraph 5. Special Duties of Foremen and Cement Masons The Cement Mason Foreman and Job Superintendent before any concrete is placed shall together determine the manner, ways, and means such concrete shall be placed. All Cement Masons shall remain on said job until all concrete on which they are working has been placed.

SECTION 7 B FOREMEN

**This Section is strictly devoted to the
ILLINOIS ROAD BUILDERS' ASSOCIATION**

Paragraph 1. General Requirements All Foremen shall be qualified Cement Masons.

Paragraph 2. When Required Limitations on Work The fourth Cement Mason employed shall be a non-working foreman and shall receive foreman's pay. On all base or finished concrete pours, the foreman shall not use his tools and shall devote his time to the supervision of the work.

Paragraph 3. Premiums A foreman shall receive one dollar (\$1.00) per hour above Journeyman's wages herein established, unless hired by weekly or monthly agreement. Effective June 1, 2004, through May 31, 2006, a foreman shall receive one dollar twenty-five cents (\$1.25) per hour above the highest Journeyman's wage rate.

Paragraph 4. Special Duties of Foremen and Cement Masons Mason Foreman and job superintendent before any concrete is placed shall together determine the manner, ways, and means such concrete shall be placed. All cement masons shall remain on said job until all concrete on which they are working has been placed.

SECTION 8 HIRING HALL AND PROCEDURE

Paragraph 1. General Because the nature of the business of Cement Masons is such that the turnover of personnel is great (frequently a Cement Mason or Apprentice is employed for a day, sometimes for only a part of a day), the parties mutually agree that it is necessary to establish some central office where EMPLOYERS and applicants alike can register their wants, thus saving the prospective EMPLOYER and Employee a great deal of time in contacting each other. To accomplish this end, it is agreed that a hiring hall be established at the UNION office, at the expense of the UNION. Accordingly, said hiring hall shall be operated in accordance with the following principles and procedures:

(a) Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based or affected by any consideration with respect to race, religion, color, creed, national origin, age, sex, marital status, military discharge, or in any way affected by UNION membership, policies, rules, regulations, constitutional provisions or any other aspect of UNION membership policies or requirements.

(b) The EMPLOYER retains the right to reject applicants referred by the UNION.

(c) The foregoing provisions shall be posted in places where notices to Employees and applicants for employment are customarily posted. Nothing contained herein shall be construed to prevent the EMPLOYER parties hereto, by their designated agents, from inspecting and examining the hiring hall procedures.

(d) The EMPLOYER shall give the UNION at least twenty-four (24) hours notice if possible when ordering men.

Paragraph 2. Recognized Employers In accordance with the foregoing provisions, the UNION agrees to refer without charge applicants for work covered by this Agreement to EMPLOYERS who have made requests for such Employees. For the protection of the Employees covered by this Agreement, the EMPLOYERS shall file with and furnish to the UNION, on blanks prepared and furnished by the UNION, a statement containing the following information:

Name of business, name of owner, business and residential address, business and residential telephone number, experience and length of time in cement construction work, either as an EMPLOYER or Employee, name and address of bank and bank reference, Social Security Number or Federal EMPLOYER Identification Number of business, State of Illinois Unemployment Account Number, copy of Workmen's Compensation Insurance Policy or Certificate of the insurance company certifying the existence of the same.

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

SECTION 9 ARBITRATION

Paragraph 1. General The Union and the Employer agree to establish arbitration as set forth herein for the purpose of arbitrating all disputes over the interpretation or application of any term or provision of this Agreement in binding arbitration with the clear understanding that the Union is not an indispensable party to the bringing of any action at law by the Trustees of the Pension or Welfare Fund, and that the Trustees of the Pension and Welfare Fund shall not be required to arbitrate any dispute unless an arbitration provision shall hereinafter be established in the Trust Agreement.

It is further agreed that in the event of arbitration with respect to non-payment or underpayment of wages, as such violation is set forth and described in Paragraph 5 of Section 3 of this Agreement, the Arbitration Board hereinafter provided for is specifically authorized, empowered, and directed to include in its decision and award that any Employer found to have committed such violation shall be liable to the Employees affected, in the amount of the unpaid wages and in an additional equal amount as liquidated damages.

Nothing herein shall be construed as preventing the Union from having the right to withhold the services of Employees represented by it until such time as the Arbitration Board convenes. The Union agrees that there shall be no stoppage of work while the Arbitration Board is in session, except that the Union reserves the right to continue to remove workmen covered by this Agreement from the job in the case of underpayment of wages or benefits.

Paragraph 2. Selection and Procedure The parties hereto may each select at an annual meeting five (5) members who shall serve for one year upon a Joint Arbitration Board. However, the parties may select arbitrators from time to time as required to enforce the arbitration provision of this Agreement and, in any event, shall provide a list of arbitrators upon forty-eight (48) hours' notice from either party.

(a) No person holding an elective or appointive public office shall be eligible to serve upon this Joint Arbitration Board, and should a member be elected or appointed to such office, his membership shall immediately terminate and a successor be elected in the manner set forth herein.

(b) Should a member of the Arbitration Board be unable to serve because of suspension, resignation, or any other reason, his successor shall be elected from the Association or Union in which he holds membership.

(c) The Joint Arbitration Board shall have full power to enforce this Agreement and to make and enforce working rules for the parties hereto.

(d) The Joint Arbitration Board shall meet upon forty-eight (48) hours' written notice from either of the parties hereto.

(e) Four (4) members of the Board, two from each of the parties hereto, shall be a quorum for the transaction of business, but each shall have the right on a roll call or vote to cast the full vote of its membership and it shall be counted as though all were present and voting.

(f) The Joint Arbitration Board shall have the right to summon a member or members of the parties hereto as principles or witnesses of a dispute. Said summons shall be served through the President or Secretary of the party hereto, of which said witness or principal is a member.

(g) Failure on the part of the arbitrators to meet as provided in Section 9, Paragraph (d), and to present and maintain a quorum for the consideration of any matter referred to, as provided in Section 9, Paragraph (e), will be a violation of this Agreement on the part of the Association or Union whose members

on said Joint Arbitration Board fail to have present sufficient members to transact business as provided in Section 9, Paragraphs (d) and (e).

(h) All questions or disputes coming before the Joint Arbitration Board will be decided by a majority vote and in accordance with Section 9, Paragraph (e).

(i) Should a dispute or grievance arise between the parties hereto, or between a member of one party and an officer or representative of the other party, such dispute or grievance shall immediately be submitted in writing to the President of the parties hereto and a copy to the Joint Arbitration Board. Should the President not agree and dispose of the matter within twenty-four (24) hours thereafter, it shall be taken up by the Joint Arbitration Board for adjudication. The Board shall hear the evidence and render its decision as speedily as possible.

(j) Should the members of the Joint Arbitration Board receive compensation for their services or loss of time, because of membership on said Board, the amount of such compensation is to be determined and paid by the party hereto of which said arbitrators are members.

SECTION 10 STEWARDS

In order to secure observance of the provisions of this Agreement, each job shall have a Steward who shall be the second man on the job, or elected by the men on job and, if necessary, the authorized Business Representative of the Union shall appoint the Steward. In addition to his work as an Employee under the terms of this Agreement, the Steward shall be permitted to perform, during working hours, such of his normal union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall receive the regular rate of pay for Cement Mason. It is understood and agreed that the Steward duties shall not include any matter relating to hiring, termination or discipline of Employees. The Steward shall always carry a copy of this Agreement. The Employer agrees to notify the Union twenty-four (24) hours prior to the termination of a Steward; except a discharge for just cause, the Union shall be notified immediately by the Employer.

SECTION 11 OTHER BENEFITS

Paragraph 1. General All Employers party to this Agreement agree to pay the sums hereinafter designated to the applicable Trust Funds as set forth below, each such fund having been heretofore created by an Agreement and Declaration of Trust pursuant to collective bargaining agreements between the Employers and the Union for the purpose of providing the indicated benefits to each eligible Employee. It is expressly understood and agreed that the Agreements and Declarations of Trusts hereinafter named, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto are incorporated herein by reference and made a part hereof, and that all Employers party to this collective bargaining agreement agree to become or remain bound by and to be considered a party to said Agreements and Declaration of Trust as if said Employers had signed the original copies of the aforementioned trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreements and Declarations of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreements. The contributions set forth below shall be made for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job, to the applicable fund in each circumstance.

Paragraph 1(a). For the purposes of reciprocity within the Northern Illinois District Council of the Operative Plasters' and Cement Masons' International Association consisting of Local Unions Nos. 502, 5, 803, and Local 11 consisting of areas 362, 638, and 161, there shall be a home local for each member.

The term "home local union" is defined as the local union in which an individual is a member in good standing or is dispatched from.

All authorized check-off, working dues, fringe benefits and training and vacation funds shall be paid to the person's home local union in the same manner and in the same amounts as if the hours of work had been performed within the jurisdiction of the Cement Masons Home Local regardless of where the work was actually performed.

The parties agree and understand that there shall be no duplication of payments under this article on account of hours worked by an Employee within the Northern District Council of the O.P.C.M.I. of A.

Additionally, Cement Masons Local 502 will hold the Lake County Contractors Association, the Builders Association of Greater Chicago and the Illinois Road Builders Association and its members harmless and will defend the Employer with an attorney selected by the Union in its sole discretion from any claim or suits brought regarding Section 1(a).

In the absence of an Agreement with a member local of the Northern Illinois District Council of the O.P.C.M.I. of A., the terms and conditions of this collective bargaining agreement shall apply to any members of Local 502 who perform work for the Employer within the geographic jurisdiction of the Northern Illinois District Council of the O.P.C.M.I. of A.

Paragraph 2. Welfare Fund Effective June 1, 1998, and until May 31, 1999, the Employer agrees to make Health and Welfare contributions of Four Dollars and seventy cents (\$4.70) per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This Four Dollars and seventy cents (\$4.70) per hour or the amount determined by the Union in its sole discretion after May 31, 1999, shall be paid to the Welfare Fund known as the Cement Masons' Institute of Chicago, Illinois, on or before the 15th of the month following the month in which work was performed. A grace period of fifteen (15) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to a minimum of 10 percent, but not to exceed 15 per cent, of the amount of the contributions which are owed as determined and approved by the Board of Directors. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal interest rate of 7 percent per annum from the due date until they are paid.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

Paragraph 3. Pension Effective from June 1, 1998, and until May 31, 1999, the Employer agrees to make Pension contributions of Two Dollars and fifty-five cents (\$2.55) per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This Two Dollars and fifty-five cents (\$2.55) per hour or the amount determined by the Union after June 1, 1999, shall be paid to the Pension Plan of Cement Masons' Union Local 502 on or before the 15th of the month following the month in which the work was performed. A grace period of fifteen (15) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to a minimum of 10 percent, but not to exceed 15 per cent, of the amount of the contributions which are owed as determined and approved by the Board of Trustees. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest 7 percent per annum from the due date until they are paid.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees, in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

Paragraph 4. Enforcement and Audits Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages or benefits without notice to the delinquent Employer where it deems such action necessary in order to protect the workers from violations of the Wage and Benefit provisions of this Agreement.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of determining compliance with provisions of this Agreement.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to audit fees and reasonable attorneys' fees. The Trustees authority to waive any costs shall be governed by the terms of the Trust Agreement.

The Union shall not be bound beyond the terms of its Constitution and By-Laws.

If any Employer has employed an Employee in violation of Section 8, Paragraph 2, subparagraph 3, of this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the applicable contractual hourly wage rate. The number of hours so determined shall conclusively be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee.

Paragraph 5. Supervisors To the extent permitted by the Internal Revenue Service or any Federal Act, and for the purpose of Paragraphs 1, 2, and 3 of Section 11 of this Agreement only, the bargaining unit shall also include those persons in the employ of an EMPLOYER who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on whose behalf contributions were required to be made to the Trust Funds described in the aforesaid Paragraphs 1, 2 and 3 of Section 11.

Paragraph 6. Apprentice Educational and Training Fund Effective June 1, 2001, EMPLOYERS shall pay fifteen cents (\$.15) for each hour worked by Cement Masons Journeymen and Cement Masons Apprentices into the Apprentice Educational and Training Fund. It is agreed insofar as the terms of this Agreement are concerned, that nonpayment of said contributions, as aforementioned, shall be grounds for removal by the UNION, of its members from an EMPLOYER delinquent in said payment.

Paragraph 7. Savings Fund The EMPLOYER shall deduct four dollars (\$4.00) per hour for each straight time hour worked per day, six dollars (\$6.00) per each Saturday hour worked, and eight dollars (\$8.00) for each double time hour worked per day for all Employees covered by this Agreement and shall remit said amounts to the Cement Masons Savings Fund, Local 502.

Payments to the Savings Fund shall be part of wages due to the Employees with respect to whose work such payments are made and shall be deemed to be and shall be treated as, "subject to withholding tax and Social Security and Unemployment taxes", a part of the total compensation payable at the end of the payroll period during which such work is performed.

Payments to the Savings Fund shall be a part of the hourly wage rate for computing overtime of the regular rate (or basic hourly rate) for the purpose of conforming to the Federal Fair Labor Standards Act, Hours Standards Act or the Walsh Healy Act or other similar State and Federal laws, for the contract work.

The Employee shall at all times be the owner and entitled to the money credited to his individual Savings Account subject to the terms and conditions of the Trust Agreement and plan and any resolutions of the Board of Trustees.

Paragraph 8. Other Benefits UNION and EMPLOYER agree that the UNION Membership shall have the right to vote for establishment of an Annuity Plan before May 31, 1999. The vote of membership shall control, and if appointed, a jointly managed Taft-Hartley, ERISA Fund shall be established with six Trustees, three approved by the UNION and three by management in conformance with 29 USC 186.

SECTION 12 BONDING TO GUARANTEE WAGE PAYMENTS AND BENEFIT CONTRIBUTIONS

Paragraph 1. Amounts Any EMPLOYER employing ten (10) men or less shall procure, carry, maintain and deposit with the UNION office a surety bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee the wages and benefit contributions under the terms of this Agreement.

Any EMPLOYER employing more than ten (10) men shall procure, carry, maintain and deposit with the UNION office a surety bond in the amount of fifty thousand dollars (\$50,000.00) to guarantee the wages and benefit contributions under the terms of this Agreement.

Paragraph 2. Variances Any EMPLOYER who requests permission to satisfy the bonding requirements of this Section by posting a bond in an amount less than that set forth above, shall make written application to the UNION for such permission. If the UNION, upon consideration of the EMPLOYER'S application for a reduced bond, elects to approve same, it may permit bonding in the amount of FIVE THOUSAND DOLLARS (\$5,000.00).

Paragraph 3. Delinquencies Any EMPLOYER who is found to be in violation of the wage or benefit contribution rates as provided by this Agreement or amendments hereto shall deposit with offices of the UNION or the Trust, as applicable, an additional surety bond of double the normal bond to guarantee the payment of such wages and benefit contributions.

Any EMPLOYER delinquent in benefit contributions to the Trust Funds for sixty (60) days or more or found to be defaulted in his payments as a result of an audit, shall deposit with the Trust office an additional sum of not less than EIGHT THOUSAND DOLLARS (\$8,000.00) by certified check or cash or an amount equal to three months' regular contributions as required by the Trustees, or whichever amount is greater, within the sole discretion of the Trustees.

SECTION 13 WORKMEN'S COMPENSATION, OCCUPATIONAL DISEASE AND SOCIAL SECURITY UNEMPLOYMENT INSURANCE FUND

Paragraph 1. Insurance Coverage EMPLOYERS hereby agree to maintain full insurance coverage for the protection of all Employees, and to furnish Certificates of Compensation Insurance to cover all accidental injuries and occupational diseases in conformity with the provisions of the Illinois Workmen's Compensation Law. Also, all accidents involving cement masons must be reported to Cement Masons' UNION Local No. 502, by the EMPLOYER.

Paragraph 2. Election of Coverage and Proof of Payment The EMPLOYERS further agree to elect to come under the Unemployment Insurance Fund as provided by the Unemployment Insurance Act of the State of Illinois for all Employees covered by this Agreement, and the EMPLOYERS agree to deliver to each Employee upon each payday a receipt showing payment to the Federal Government of the Social Security and withholding tax.

SECTION 14 SUBCONTRACTORS

The parties hereto mutually agree with respect to work falling within the scope of this Agreement that is to be done at the site of construction, alteration, maintenance or repair of any building, structure or other works, that if the contractor should contract or subcontract any of the aforesaid works falling within the trade jurisdiction of the UNION as set forth herein, said contractor shall contract or subcontract such work only to firms that are parties to an executed, current collective bargaining agreement with Local No. 502, to insure the observance of the wages, benefits, hours and other terms and conditions of employment provided herein.

Notwithstanding anything in this Agreement to the contrary, the EMPLOYER'S violation of any provision of this paragraph will give the UNION the right to take any other action including all remedies at law or equity.

The UNION shall provide written notice to the General Contractor (to include any contractors subcontracting Cement Masons work on the job) that the Cement Mason Subcontractor on the job is delinquent in wages or fringe benefit payments.

Upon receipt of the Notice, the General Contractor (to include any contractors subcontracting Cement Masons work on the job) shall withhold, from any existing retention or subsequent payments to the subcontractor, an amount sufficient to satisfy the outstanding subcontractor's obligations, including liquidated damages, on the job.

SECTION 15 UNION SECURITY

Paragraph 1. Union Representative The duly authorized representative of Employees, if having in his possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractors or the workmen, but shall make every effort not to interfere with the progress of the work.

Paragraph 2. Obligations of the Employees All new Employees shall be required to become a member of the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of employment.

Good standing shall mean tender of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership. Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has signed, and who are not members of the Union at that time, shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing.

Paragraph 3. Failure to Become or Maintain Membership in Union Any Employee who refuses or fails to become a member of the Union or refuses or fails to maintain his membership therein in accordance with Paragraph 2 of this section, shall forfeit his right of employment, and the Employer shall immediately discharge such Employee, provided, however, that the foregoing shall be strictly interpreted, construed, and applied in accordance with the applicable provisions of the National Labor Relations Act, as amended; in the event of the amendment or repeal of such legislation rendering possible a higher type of Union security, such higher form of security shall automatically become effective when the same is legal and permissible. If it is necessary to execute any amendment to this Agreement at a later date for such purpose in order to make such additional Union security legal, then the parties shall execute such amendment immediately upon being requested to do so by the Union.

SECTION 16 HEALTH AND SAFETY

Paragraph 1. Personnel Carriers On those jobs where Personnel Carriers are available, the Employer shall provide operation of Personnel Carriers until all Cement Masons are through with the day's work.

Paragraph 2. Dead Man Switches Dead man switches shall be provided by the Employer on all gasoline powered trowelling and floating machines; the proper inspection of electric wire and proper safety ground wire shall be done by a qualified electrician.

Paragraph 3. Stair Wells, etc. All open stair wells, pits, and other openings shall be properly planked and barricaded.

Paragraph 4. Ladders All ladders shall be sturdily built, properly secured in place and adequate lighting provided.

Paragraph 5. Walkways Walkways, where considered necessary and required, preferably no less than two planks wide, shall be sturdily built, properly braced and maintained around the exterior of floors on multiple story buildings.

Paragraph 6. Lighting The Employer shall maintain proper lighting in all stairways and job sites.

Paragraph 7. Protective Equipment When Cement Masons are required to work with toxic materials, the Employer shall adhere to the directions and specifications of the manufacturers and shall furnish proper gloves, glasses, oxygen masks and any other protective measures necessary to protect the health and safety of the Cement Masons.

Paragraph 8. Heaters When portable heaters, gas or others are used inside a closed building, proper ventilation shall be provided. No Cement Masons shall be allowed to work where blower fans or open salamanders, gasoline, oil or torch, which are injurious to the health of Cement Masons, are used. Salamanders in particular must be piped to a flue or outside opening.

Paragraph 9. Respiratory Protection Devices Employers shall furnish Cement Masons with respiratory protection devices while performing grinding or other work requiring such protection and proper provisions shall be made by the Employers to keep said apparatus sterile for use by the Employees.

Paragraph 10. Stilts, etc. No Cement Mason shall use stilts or other devices of a like nature in lieu of customary and approved scaffolding utilized in the performance of his work.

Paragraph 11. Nightwork Due to the inherent danger of nightwork, there shall be no less than two (2) men left to complete any job, the second man not necessarily a Cement Mason.

Paragraph 12. OSHA All work on all projects covered by this Agreement shall be performed in strict compliance with the Occupational Safety and Health Act of 1970 (O.S.H.A.) and applicable regulations issued pursuant thereto; said statute and regulations are hereby incorporated by reference into this Agreement and made a part hereof.

**SECTION 17
INDUSTRY ADVANCEMENT FUND
CHICAGO CONSTRUCTION SAFETY COUNCIL
CONSTRUCTION INDUSTRY SERVICE CORPORATION**

Paragraph 1. Each Employer shall pay unto the MIDWEST CONSTRUCTION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred to as the "Industry Fund") the amount of four cents (\$.04) for each hour worked for the Employer by those of his Employees covered by this Agreement.

The Union agrees that there shall be an additional One Cent (\$.01) per hour designated for the Construction Industry Service Corporation (hereinafter referred to as "CISCO") as an additional Employer contribution.

The additional payment is conditional upon the CISCO Board presenting a formal budget for the future year, a certified accounting of the prior year, and an agenda and cost analysis for the agenda.

Said presentation must be made to Local 502 ninety (90) days before the 31st day of May on each anniversary date of the agreement. If the Union in its sole discretion does not agree with the accounting or the agenda, it will inform CISCO within thirty (30) days of receipt of the accounting and disclosures as described herein and CISCO will then have fifteen (15) days to correct and resubmit. Thereafter, the Union may either accept or reject the proposal and accounting.

If the Union fails to accept the proposal and accounting, than the One Cent (\$.01) per hour shall not be collected or payable in the following year's contract beginning on June 1st.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, Safety Fund and CISCO Fund as well as any amendments thereto and agrees to be bound by all actions taken by the trustees of said Funds pursuant to said Agreements and Declaration of Trusts and amendments thereto. The Administration of these Funds shall be solely in the hands of the Association and no Employer shall pay or deliver any funds to any representative of his Employees. The Fund, the Trustees thereof, and the Association agree to indemnify and hold harmless the Union, its officers, agents, representatives, and members from any claim, suit, cause of action, or otherwise as regards a creation of the Fund, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees in behalf of the beneficiaries of such indemnity.

SECTION 18 MOST FAVORED NATIONS CLAUSE

In no event shall any Employer covered by this Agreement be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms, or work rules, than those agreed to by the Union in any collective bargaining agreement with any other construction industry Employer within the contract territory. This paragraph shall not apply to the terms and conditions of any national, international, maintenance agreements, emergency situations, state, municipal or other government agreements.

SECTION 19 DUES DEDUCTIONS

Paragraph 1. Effective June 1, 1998, all Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract regardless of the geographic location of the job within the Northern Illinois District Council of the O.P.C.M.I. of A., working dues in the amount of fifty cents (\$.50) for each straight time hour worked, seventy-five cents (\$.75) for each Saturday hour worked at time and one-half and one dollar (\$1.00) for each double time hour worked and shall remit monthly to the office of Cement Masons 502, 739 25th Ave., Bellwood, IL 60104, the sums so deducted, together with an accurate list of Employees for whose wages said dues were deducted and the amount applicable to each Employee, not later than the 15th day of the month next following the month for which such deductions were made.

Paragraph 2. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. A copy of said assignment form is attached hereto as Exhibit A and made a part hereof.

Paragraph 3. The Union agrees that it will indemnify and hold harmless the BUILDERS' ASSOCIATION OF GREATER CHICAGO and ILLINOIS ROAD BUILDERS' ASSOCIATION and LAKE COUNTY CONTRACTORS ASSOCIATION and their individual members from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this section and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

**SECTION 20
SAVINGS AND SEPARABILITY**

Nothing contained in this Agreement is intended to violate any federal, state, or local law, or regulation made pursuant thereto.

If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the Agreement shall continue in full force and effect and the parties shall immediately commence negotiations for a new provision or provisions to replace that portion which was declared legally defective.

**SECTION 21
OTHER CONDITIONS**

1. The length of the agreement shall be for three years beginning June 1, 1998 through May 31, 2001.
2. Wages shall be increased by One Dollar and twenty-seven cents (\$1.27) for the first year 6/1/98-5/31/99, One dollar and twenty-five cents (\$1.25) for the second year 6/1/99-5/31/00 and One dollar and thirty-five cents (\$1.35) for the third year 6/1/00-5/31/01, to be allocated between wages and benefits in the sole discretion of the Union.
3. All of the other provisions of the 1986-1988 agreement and its extension through May 31, 1998 shall remain in force and effect.
4. This Memorandum of Agreement shall apply to all contractors who have executed an authorization for the Mid-America Regional Bargaining Association (MARBA), a list of which contractors is attached as Exhibit B hereto, and to such other contractors who subsequently execute an Adoption of Agreement form and deliver same to the Union and all former members of the Association who have failed to provide to the Cement Masons 502 a timely notice of termination or revocation of bargaining rights as required by the agreement.

Paragraph 1. Cooperation Clause. The Union and MARBA agree that there shall be two meetings per year for the purpose of discussing mutual problems.

The committee shall consist of one member of no more than two Associations and two members of the Union which shall be the President and Secretary-Treasurer of the Union or their designates.

The meeting shall take place at the office of Cement Masons' Local 502, 739 - 25th Avenue, Bellwood, Illinois, and be for informal discussions only.

Paragraph 2. Mid-America Regional Bargaining Association. This confirms that the parties agree that moneys contributed to the M.C.I.A.F. by contractors will not be utilized for anti-union purposes including but not limited to payment of fees or expenses related to collective bargaining negotiations or legal fees for representation of contractors or association or matters which are adverse to the Union's interests.

Said moneys may not be used adversely to the Union's interest either directly or indirectly.

Paragraph 3. Work Continuation. "In an effort to maintain a positive labor relations environment and competitive union construction market in the Metropolitan Chicago Area, the contractor members of the Builders Association of Greater Chicago, Chicago Outer Belt Contractors Association, Illinois Road Builders Association, Mason Contractors Association of Greater Chicago, Lake County Contractors Association, and Underground Contractors Association, represented by Mid-America Regional Bargaining Association (MARBA), and Cement Masons Local 502 now agree as follows:

1. The parties agree to exchange contract proposals at least 90 days prior to the expiration date of the contract.
2. The parties agree to meet on a regular basis (to be determined) at least 30 days before expiration.
3. After the expiration date, and for 30 days following, the parties will meet Mondays, Wednesdays, and Fridays for a designated period of time (to be determined) until an agreement is reached. No work stoppages will occur during this 30 day period for purposes of obtaining a new agreement. However, nothing in this provision will prevent any Cement Mason Employee from respecting a lawful picket line maintained by any other labor organization at a site where the Cement Mason is working.
4. Any time the parties come to an agreement after the expiration date, it shall be retro-active back to the day after expiration.
5. If after 30 days from expiration no agreement is reached, the Union retains the right to strike.
6. This article in no way impairs the Union's right to strike for enforcement of any other provision of this Agreement, the 30 day period applies only to negotiation for a new agreement."

SECTION 22 SUBSTANCE ABUSE AND RECOVERY PROGRAM

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

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, no less often than quarterly. The Committee shall be empowered, upon the affirmative vote of 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 days written notice has been served on the UNION and each Association, and provided, however that it shall take effect as to the Employees of members of each Association only if such Association does not register its disagreement in writing with the UNION within thirty 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. 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 Article is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all the Employees covered by this Agreement.

Paragraph 4 (a) For the purpose of this Article, 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 Article the term Jobsite shall include that portion of the site on which construction or construction related activities is taking place as well as that portion of the site or project which is used for parking and shall also include automobiles, trucks and 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, purchase, dispensation, distribution, possession, consumption or use of a Prohibited Substance on the jobsite shall 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, but no random testing shall be permitted.

Paragraph 8 An Employee involved or injured in a workplace 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 indicates that he or 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 Substances. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor or any detectable amount of a 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.

(c) The Employee will be provided with an opportunity to explain his or her conduct at a meeting with the Representatives, including the UNION Representative referred to in Section 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 refuses to submit to a test requested pursuant to Section 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 name, to insure confidentiality of the donor. Each specimen contained will be properly 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 by the requesting Employee and shall be conducted within two (2) working days of the Employee'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 Physicians 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 tests are negative, the Employee shall be paid for all time involved in the testing process. In the event that the results of the screening testing are positive, there shall be confirmation testing as described in Paragraph 13(b) above. In the event that the results of the confirmation testing are negative, the Employee shall be reinstated without back pay. Unless an initial positive result is confirmed as 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 (MAP). 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 or her former employment status, if work for which he or 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 the EMPLOYER.

Paragraph 18 It is recognized that some owners require that additional substance abuse procedures be followed on their projects and it shall not be a violation of this Agreement for signatory EMPLOYERS to comply with such procedures.

Paragraph 19 All aspects of this policy and program shall be subject to the grievance procedure of the Collective Bargaining Agreement.

SECTION 23 APPROVALS

Paragraph 1. EMPLOYER'S Warranty BUILDERS' ASSOCIATION OF GREATER CHICAGO, and ILLINOIS ROAD BUILDERS' ASSOCIATION and their bargaining association represent and warrant that they are the bargaining agents of all the "Active A" EMPLOYERS of the BUILDERS' ASSOCIATION OF GREATER CHICAGO, LAKE COUNTY CONTRACTORS ASSOCIATION and ILLINOIS ROAD BUILDERS' ASSOCIATION, who are now or hereafter become such members of said BUILDERS' ASSOCIATION OF GREATER CHICAGO, LAKE COUNTY CONTRACTORS ASSOCIATION and ILLINOIS ROAD BUILDERS' ASSOCIATION with full authority to negotiate and execute this Agreement for its individual "Active A" EMPLOYERS as well as all such members who may join the Associations during the period of this Agreement and its amendments thereto. An "Active A" EMPLOYER shall be defined as a member who has given the Associations the authority to bargain on their behalf.

Further, the Associations agree to provide an updated list of Association members who have provided such authority by mailing a copy of the list to the UNION at its address every 90 days.

Paragraph 2. Execution It is expressly agreed and understood that execution of this Agreement, by authorized representatives of the BUILDERS' ASSOCIATION OF GREATER CHICAGO, LAKE COUNTY CONTRACTORS ASSOCIATION and ILLINOIS ROAD BUILDERS' ASSOCIATION shall be conclusively presumed sufficient legal execution by all individual contractors who are presently or hereafter become "Active A" EMPLOYERS of said Associations and that individual executions are not required for this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1st day of June, 2001.

BY: MID-AMERICA REGIONAL
BARGAINING ASSOCIATION
Its Bargaining Representative

CEMENT MASONS' ROCK, ASPHALT AND
COMPOSITION FLOOR
FINISHERS UNION, LOCAL NO. 502 OF
CHICAGO AND COOK COUNTY
Gerald J. Horejs

APPENDIX A

To the Collective Bargaining Agreement between Cement Masons UNION, Local No. 502 and the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, which is referred in Section 1 and is incorporated therein and made part of the Agreement as fully set forth therein;

That the rates established by the new Collective Bargaining Agreement between the parties for the period June 1, 2001 to May 31, 2006 are as follows:

SECTION 3

JOURNEYMAN WAGE RATE

6/1/01 - 5/31/02 \$30.00
6/1/02 - 5/31/03 \$2.00 per hour increase for Journeymen, Foremen and Apprentices.
6/1/03 - 5/31/04 \$2.20 per hour increase for Journeymen, Foreman and Apprentices.
6/1/04 - 5/31/05 \$2.40 per hour increase for Journeymen, Foreman and Apprentices.
6/1/05 - 5/31/06 \$2.40 per hour increase for Journeyman, Foreman and Apprentices.

The UNION retains the right in its sole discretion to allocate the June 1, 2002 to May 31, 2006 increases per year between wages and fringe benefits.

SECTION 11

HEALTH AND WELFARE Paragraph 2

\$4.88 may be increased within sole discretion of UNION

PENSION Paragraph 3

\$3.75 may be increased within sole discretion of UNION

APPRENTICE FUND Paragraph 6

\$0.15

SAVINGS FUND Paragraph 7

\$4.00 may be increased within sole discretion of UNION

SECTION 17

INDUSTRY ADVANCEMENT FUND

\$0.04*

CHICAGOLAND CONSTRUCTION SAFETY COUNCIL

\$0.01

CONSTRUCTION INDUSTRY SERVICE CORPORATION

\$0.01

*Effective June 1, 2002 and continuing to the expiration of the contract, the Industry Fund shall be increased an additional \$0.02 or a total of \$0.06 per hour.

SECTION 19

DUES CHECK-OFF

\$0.60 may be increased within sole discretion of UNION

APPRENTICE RATES ARE AS FOLLOWS:

1st year Apprentice 70% of Journeyman's rate.
2nd year Apprentice 80% of Journeyman's rate.
3rd year Apprentice 90% of Journeyman's rate.

Apprentice wages paid at a higher rate shall not be refundable to EMPLOYER or be used by EMPLOYER as a set-off on an Apprentice's future wages.