

JANUARY 2018

TO: CIB REGULAR MEMBERS, CIB SPECIALTY MEMBERS, and
NON-MEMBER COMPANIES WHO ASSIGNED BARGAINING
RIGHTS

FROM: Roger D. Huebner, Executive Vice President
Central Illinois Builders of AGC

RE: TERMINATION OF LABOR AGREEMENTS

This notification is intended to advise you of necessary procedures should your company wish to terminate any labor agreement which expires in 2018.

When terminating any labor agreement for which the CIB/AGC holds your bargaining authority, either through letter of assent or signatory status, you must first withdraw from the multi-employer bargaining group by withdrawing your bargaining rights. This must be done in writing prior to the commencement of formal negotiations. After withdrawing from the bargaining unit, you must separately send termination notice to the union within the specific designated timeframe provided within the currently enforceable contract. Necessary contact information for various local unions is available on CIB's website – www.cibagc.org.

It is important that you be aware that withdrawal of bargaining authority from Central Illinois Builders of AGC does not relieve the employer of the obligation to serve proper notice of termination of a labor agreement to the appropriate union. Therefore, CIB recommends reassignment of bargaining rights to the Association. Any firm intending to terminate a Section 9(a) labor agreement after withdrawing bargaining authority from the Association and giving timely termination notice to the union, retains the additional obligation to bargain with the appropriate union concerning the continuation of that agreement. Contractors intending to terminate a Section 8(f) agreement have no obligation to negotiate a successor agreement. During the entire termination process the Association can provide companies with advice, but cannot represent them directly, as you will have withdrawn from the Association your rights and authority to bargaining with the Union.

Firms initiating the termination procedures described above are reminded that all obligations under existing Agreements will continue until the appropriate Agreement terminates. Contractors are advised that potential withdrawal liabilities relative to the Employee Retirement Income Security Act (ERISA) Regulations governing Pension Trust Funds may exist when terminating an Agreement. Additionally, members considering terminating an Agreement(s) are advised to consult legal counsel prior to initiating the termination process.

Below are the expiration dates of various agreements set to expire in 2018 and the “window period” during which the union must be notified of a company’s intent to terminate the Agreement:

LABORERS, SOUTHERN AND CENTRAL DISTRICT COUNCIL

The conditions of employment set forth shall prevail from May 1, 2015 through April 30, 2018, and shall continue in effect from year to year thereafter unless either party to this agreement gives **sixty (60) days or more** written notice prior to the expiration date of this agreement by Registered or Certified Mail.

CEMENT MASONS LOCAL 18, AREA 539

This agreement shall be in full force and effect from May 1, 2015 through April 30, 2018, and shall continue from year to year thereafter unless notice of termination is given in writing and by registered mail by either party to the other **at least sixty (60) days prior to any anniversary date**.

CEMENT MASONS LOCAL 18, AREA 152

This agreement shall be in full force and effect from May 1, 2015 through April 30, 2018. Should it be the desire of either party to make changes in wages or working conditions after the expiration date, **sixty (60) days or more** written notice will be given before the expiration date.

Individual employers signatory hereto who have not assigned their bargaining rights to the Employer Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Employer Association, **unless ninety (90) days prior to the expiration of this or any other subsequent agreement** said non-member employer notifies the Union in writing that it revokes such authority.

PLASTERERS LOCAL 143

This Agreement shall be effective on May 1, 2015, and shall remain in full force and effect, until April 30, 2018, and shall continue in force from year to year thereafter, except that by written notice given by either party **at least sixty (60) but not more than ninety (90) days prior to April 30th** of any year thereafter, either party may notify the other of its desire to amend, modify, or terminate this Agreement.

PLASTERERS LOCAL 59

This agreement shall be effective from May 1, 2015 through April 30, 2018, and shall continue year to year thereafter unless notice is given in writing at least sixty (60) days prior to the expiration date. Individual EMPLOYERS signatory hereto who are not members of said Association agree to be bound by any amendments, extensions, or changes in this Agreement agreed to between the UNION and the ASSOCIATION further agree to be bound by the terms and conditions of all subsequent Contracts between the UNION and ASSOCIATION **unless ninety (90) days prior to the expiration of this or any subsequent agreement** said non-member EMPLOYER notifies the Union in writing that it revokes such authorization.

IRONWORKERS LOCAL 380

This Agreement shall be effective as of May 1, 2015 and shall remain in full force and effect until April 30, 2018 and shall continue in force from year to year thereafter; except that upon written notice given by either party **at least sixty (60) days but not more than ninety (90) days prior to May 1**, of any desire to modify or terminate this agreement.

While termination of any labor agreement remains the responsibility of each individual employer, questions concerning any aspect of the termination procedure mentioned herein should be directed to the Roger Huebner at rhuebner@cibagc.org or 217/744-2100.

Below is a sample “Revocation of Bargaining Rights” and “Termination” letter, applicable to the appropriate agreements to be terminated along with a list of addresses to which these notices must be sent. Also included in this mailing is an assignment of bargaining rights form for 2018. Please return this form to the CIB office indicating which agreements you wish to assign bargaining rights for. Members questioning whether or not they are currently signed to a specific labor agreement through the CIB/AGC should contact the CIB Office.

SAMPLE REVOCATION OF BARGAINING RIGHTS

Central Illinois Builders of AGC
300 West Edwards
Suite 300
Springfield, IL 62704

Attn: Roger Huebner, Executive Vice President

Dear Mr. Huebner:

The (company name) intends to lawfully terminate its collective bargaining relationship with (name of Union) and wishes to inform the Central Illinois Builders of AGC that the (company) does hereby revoke the authorization and power, either by letter of assent or otherwise, of the Central Illinois Builders of AGC to represent this company in relation in the (name of appropriate Union Agreement). This revocation is effective immediately and prior to commencement of negotiations for a successor agreement. Thus, this company will not be bound thereafter by any negotiations, re-negotiations, amendment or renewal of any of the above referenced Master Labor Agreements entered into by the Central Illinois Builders of AGC.

Very truly yours,

(Name of Company)
(Name) (Title)

SAMPLE TERMINATION LETTER

USE COMPANY NAME AND LETTERHEAD IN WHICH CENTRAL ILLINOIS BUILDERS
OF AGC'S AUTHORIZATION IS HELD

SEND CERTIFIED MAIL – RETURN RECEIPT REQUESTED

(Address of appropriate union(s))

Gentlemen:

We have revoked the authority of the Central Illinois Builders of AGC to represent this Company in any and all collective bargaining or labor relations matters with your organization. By copy of this letter to Central Illinois Builders of AGC, this will confirm the above referenced revocation. Accordingly, you are hereby notified that this company will not be bound by the Master Labor Agreement between the Central Illinois Builders of AGC and your organization after (expiration date of Agreement), nor will this Company be bound thereafter by any negotiations, renegotiations, amendment, extension or renewal of said Master Labor Agreement.

We do believe that this Company is not party to an Independent agreement binding this Company to the obligation of any collective bargaining agreement with your organization. However, out of an abundance of caution, this letter constitutes notice that this Company desires to terminate any such independent collective bargaining agreement.

This notice is in compliance with Sections 8(d) of the National Labor Relations Act, as amended, as well as the termination provisions of the Agreement.

****ADD THE SENTENCE BELOW FOR SECTION 9(a) AGREEMENTS. HINT: ADD THIS SENTENCE IF YOU DON'T KNOW EXACTLY WHAT YOU HAVE SIGNED.**

We hereby offer to meet with your official representatives at any mutually agreeable time, at which we may discuss specific proposals regarding a new agreement with your organization.

Very truly yours,

(Name of Company)

(Name of Individual) (Title)

cc: CIB/AGC

Federal Mediation & Conciliation Service
Illinois Department of Labor