DECEMBER 2019

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

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

RE: TERMINATION OF LABOR AGREEMENTS

Following is an outline of the process that should be used by companies wishing to terminate labor agreements, which expire in 2020.

When terminating any labor agreement for which the Central Illinois Builders of 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 appropriate, 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 CIB/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process, the Association can provide companies with advice, but not represent them directly, as you will have withdrawn your rights from the Association and authority to bargain with the Union.

Firms initiating the termination procedures described above are reminded that all obligations under existing Agreements will continue until the Agreements terminate. 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) should consult legal counsel prior to initiating the termination process.

Below are the expiration dates of various agreements set to expire in 2020 and the "window period" during which the union must be notified of a company's intent to terminate the Agreement:

BRICKLAYERS LOCAL 8 - This Agreement shall be effective as of May 1, 2020, and shall remain in full force and effect through April 30, 2020 and shall continue in force from year to year thereafter, except that upon written notice given by either party at least sixty (60) prior to April 30, 2020 or any year thereafter, either party may notify the other of its desire to amend, modify or terminate this agreement.

CARPENTERS, MID-CENTRAL REGIONAL COUNCIL (now Chicago Regional Council of Carpenters – Southern Region) – This Agreement shall be effective May 1, 2017 and shall remain in full force and effect until April 30, 2020, and further the Employer agrees to be bound by and observe the terms and conditions of any and all successor agreements negotiated by the Regional Council, including the two (2) year contract extension adopted on the 10th day of May 2011 unless by written notice given by either party at least sixty (60) days, but not more than ninety (90) days, prior to April 30, 2020, or at least sixty (60) days, but not more than ninety (90) days prior to April 30, of any year thereafter, either party may notify the other of its desire to amend, modify or terminate this Agreement.

IRON WORKERS LOCAL 46 – This Agreement shall be effective and binding upon the parties from the date hereof until April 30, 2020. This Agreement shall be automatically renewed for additional periods of one (l) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force unless at least four (4) months prior to the termination of the original period of this Agreement or within at least four (4) months of the termination of any renewal thereof from time to time, either the EMPLOYER or the UNION gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to reach an agreement on any matter in issue.

LABORERS, GREAT PLAINS (LOCALS 362, 538, 996) -
The conditions of employment set forth shall prevail from May 1, 2017, through April 30, 2020, 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, expressing the desire to make amendments to the Agreement, upon the expiration of same.

LABORERS LOCAL 231 (WESTERN IL COUNTIES) -
This Agreement shall be in full force and effect for all items covered throughout, through April 30, 2020, and shall continue in effect from year to year thereafter, unless notice of termination is given in writing by either party to the other party at least sixty (60) days prior to May 1, 2020, or any May 1 thereafter.

OPERATING ENGINEERS LOCAL 965 – This Agreement shall be in full force and effect from May 2017, through April 30, 2020, and shall remain in effect from year to year thereafter unless

objections are made by Certified Mail by one or more of the interested parties at least sixty (60) days prior to the expiration date as set forth above or the yearly expiration date thereafter.

PLASTERERS LOCAL 152 (BLOOMINGTON) –
This agreement shall become effective May 1, 2017 and remain in full force and effect through April 30, 2020 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

Attached is a sample "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 2020. Please return this form to the CIB office indicating which agreements you wish to assign bargaining rights. Members questioning whether or not they are currently signed to a specific labor agreement through the CIB/AGC should contact the CIB Office.

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.

SAMPLE REVOCATION OF BARGAINING RIGHTS

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

Attn: Roger D. 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 THIS PARAGRAPH FOR SECTION 9(a) AGREEMENTS. **HINT: ADD THE PARAGRAPH IF YOU DO NOT 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