

JANUARY 2021

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

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

RE: TERMINATION OF LABOR AGREEMENTS/ASSIGNMENT OF BARGAINING RIGHTS TO CIB

Following is an outline of the process that should be used by companies wishing to terminate labor agreements, which expire in 2021. In addition, CIB encourages you to assign your bargaining rights and submit any ideas your company wants CIB to negotiate in discussions. Those agreements expiring are: Cement Masons Local 18, Area 539; Cement Masons Local 18, Area 152; Plasterers Local 143; Plasterers Local 159; Iron Workers 380; and Painters District Council 58.

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](http://www.cibagc.org). Click on the Labor tab and then Union Directory.

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process, the Association can provide companies with advice, but not represent them directly, as you will have withdrawn your rights from the Association and authority to bargain with the Union.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 2021 and the “window period” during which the union must be notified of a company’s intent to terminate the Agreement:

*CEMENT MASONS LOCAL 18, AREA 539*

This agreement shall be in full force and effect from May 1, 2018 through April 30, 2021, 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, 2018 through April 30, 2021. 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. If no notice is given, this Agreement will remain in effect from year to year thereafter, subject to sixty (60) days or more notice before each 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, 2018, and shall remain in full force and effect, until April 30, 2021, 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 30** 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, 2018 through April 30, 2021, 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, 2018 and shall remain in full force and effect until April 30, 2021 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.

*PAINTERS DISTRICT COUNCIL 58 (CHAMPAIGN, DECATUR, SPRINGFIELD)*

The Agreement shall be effective upon its execution and shall remain in full force and effect until August 31, 2021 and shall continue in force from year to year thereafter, so long as the Central Illinois Builders of AGC and Southern Illinois Builders Association shall remain the duly appointed bargaining agent for its Painting Contractor members, all Independent Signatory Contractors and except that by Agreement this Agreement may be opened at least sixty (60) but not more than ninety (90) days prior to April 30 of any year thereafter. If no Agreement has been reached by April 30, this contract shall remain in full force and effect until an Agreement is reached on proposed modifications of until either party shall serve a ninety (90) day written notice on the other party of its intention to terminate this Agreement. Expiration date of this contract shall be August 31, 2021 (NOTE: While April 30 is actual contract language, the use of August 31 is more appropriate).

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 2021. 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](mailto: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

**UNION ADDRESSES**

**CEMENT MASONS LOCAL 18, AREA 152 (Bloomington & Decatur)**

901 E. Grove, Suite N  
Bloomington, IL 61701

**CEMENT MASONS LOCAL 18, AREA 539**

#40 Adloff Lane, Suite 6A  
Springfield, IL 62703

**IRON WORKERS LOCAL 380 (Champaign-Danville)**

1602 E. Butzow Drive  
Urbana, IL 61802

**PAINTER DISTRICT COUNCIL 58**

Carl Farrell, Business Manager/Secretary-Treasurer (*new*)  
940 California Avenue  
Collinsville, IL 62234

**PLASTERERS LOCAL 18, AREA 59 (Springfield)**

400 NE Jefferson, Suite 300  
Peoria, IL 61603

**PLASTERERS LOCAL 143 (Champaign)**

P.O. Box 6569  
Champaign, IL 61826-6569