

OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL #11, AREA 382

Article I

PARTIES TO AND DURATION OF AGREEMENT

Section 1

This Agreement is made and entered into by and between NIBCA and NICA, (hereinafter "Employer"), as party of the first part, and the OPERATIVE PLASTERERS AND CEMENT FINISHERS INTERNATIONAL LOCAL UNION NO. 11 AREA 382, (hereinafter "Union"), as party of the second part, to become effective June 1, 2022 and to expire on May 31, 2025. The territorial jurisdiction covered by this Agreement shall include the counties of Winnebago and Boone in the State of Illinois. This Agreement covers work on construction properly coming within the area covered by this Agreement.

Section 2

This Contract to continue in full force and effect from year to year after the period covered by the contract unless notice in writing is given by either party at least sixty (60) days prior to the annual expiration date.

Section 3

Any contractor may receive the benefits and assume the obligations of this Agreement with the Union by signing and exact copy of this Agreement and by agreeing to be bound by the terms and provisions thereof.

ARTICLE II

UNION SECURITY

Section 1

Union Shop

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain member in good standing in the Union as a condition of their employment after the seventh day following the beginning of their employment of the effective date of this contract and working agreement, whichever is the later. The Employer and each employing contractor, covered by this Agreement, agrees to give preference in hiring applicants to those skilled craftsmen who have previously worked at the trade for employing contractors in this area.

Upon written notice from the Union notifying the Employer of the failure of the employee covered under this Agreement to complete or maintain his membership because of nonpayment of dues, or uniform initiation fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee.

ARTICLE III

REFERRAL

Section 1 Obligation to Refer

The Union shall have an obligation to refer prospective employees to the Employer.

Section 2 Legal Authorization

The Employer is exclusively engaged in the building and construction industry and the parties have elected to come under the provisions of Section 8 (f), Part 3 of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the Employer to:

- (a) Notify the Union of opportunities for employment; and
- (b) Give the Union the opportunity to refer qualified applicants for employment.
- (c) Employ at least one (1) journeyperson as needed or pay on themselves into the working assessment fund at the rate of forty (40) hours per week.

Section 3 Procedure

- (a) The Union shall be advised of new projects within 48 hours of their start.
- (b) A pre-job conference will be held at the request of either party.
- (c) The Employer shall have the sole and exclusive right of accepting or rejecting the men so referred.
- (d) Nothing herein shall prohibit the Employer from hiring or recruiting workmen from any source it desires should the Union fail to refer applicants. The Union shall be notified of an available job opening no later than 9:00 a.m., the day before the opening must be filled. If the Union is unable to refer a worker to fill the opening by 5:00 p.m., the day before the worker is required; the opening may be filled from any source providing it is with a Local #11, Area 382, Finisher.

Section 4
Discrimination

Neither the Union nor the Employer shall, jointly or severally, at any time during the life of the Agreement, directly or indirectly discriminate in any way whatsoever against any employee or applicant for employment by reason of race, color, creed, sex, age or national religion.

Section 5
Severability & Invalidity

It is the intention of the parties hereto to comply with the provision of the National Labor Relations Act, as amended, and in the event this Article is declared to be unlawful, then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

ARTICLE IV

TRADE JURISDICTION

Section 1

The craft jurisdiction covered by this Agreement shall include the following work: The screeding and finishing of all types of concrete floors, slabs, footings and walls and asphalt emulsion floors; the operation and control of all types of vacuum mats used in the frying of cement floors in preparing same for finish; operation of floating and troweling machines; the running of all base 6" high or less composed of cement, magnesite, composition, oxide, chloride and other plastic materials; the setting of all curb forms, sidewalk forms, 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, etc., that are set in concrete foundations; all waterproofing when the material is mixed in cement mortar; setting of all expansion strips in floors, sidewalks and driveways; the cutting and scoring of joints whether done by hand or machine, the handling of the cement gun up to 1 ½" 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 floor, and all epoxy materials, the patching of concrete where finishing tools are used and the setting of all steel plates where set to grade in cement. Where jurisdiction has been determined by the last prior decisions of Agreement, if any, as approved by the Building and Construction Trades Dept. of the AFL-CIO or approved by the National Joint Board for the Settlement of Jurisdictional Disputes, Building and Construction Industry.

PLEASE NOTE: NEW & EXISTING EQUIPMENT:

All troweling machines , multiple troweling machines, mechanical straight edges, laser screeds, mechanical spreaders of all types, similar type machines or any other new equipment or procedure that is to be used on any type of work covered by this agreement shall be operated and supervised by the Cement Mason.

Section 2
Slip Form Work

Cement Masons shall be employed on all concrete tanks, stacks, silos, elevators and smokestacks. 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 required skilled Cement Masons working on various types of scaffolding up to heights as great as three hundred feet (300 ft.). All Bosom chairs and swing stage work shall be \$0.50 per hour above the regular rate. Two shifts of Cement Masons shall be employed and each shift shall work twelve (12) hours. A Cement Mason Foreman shall be employed on each shift. The rate of pay for each shift shall be single time for the first eight (8) hours and time and one-half (1 ½) for the following four hours. Where such shift work is performed on Sundays and Holidays, the rate shall be double time. The hours of work on the first shift shall be from 8:00 a.m. to 8:00 p.m. The second shift shall be from 8:00 p.m. to 8:00 a.m.

Section 3

Swing stage and bosom chairs, when used on work other than slip form, as described above, shall be \$0.50 per hour over the regular rate of pay.

ARTICLE V

WORKING CONDITIONS

Section 1

Employees covered by this agreement shall work for only Employers who carry compensation insurance on all employees covered by this Agreement, as provided for the Workmen's Compensation Act of the State of Illinois, even though only one (1) employee is employed. A copy of the insurance certificate shall be filed with the Union.

Section 2

The Employer also agrees to elect to become an Employer subject to the terms and provisions of the Illinois Unemployment Compensation Act, even though only one (1) employee is employed. In the event the Employer fails to comply with this requirement, the Employer shall become liable personally for the unemployment compensation payments to the employee.

Section 3

In the event the Employer has failed or fails to pay the Health and Welfare Payments as set forth in Addendum "A" of this Agreement and/or has failed to have sufficient funds in the bank to meet all pay checks issued to the Members of the Union, the Union shall have the right to immediately withhold and withdraw the serviced of its members from such Employer provided, however, that the Union shall notify the Employer of such contract violation prior to commencing such action notwithstanding article VI of this Agreement.

Section 4

The Employer is required to give journeymen on each pay day a receipt specifying the employee's name, the pay period covered, the total hours worked, the regular and premium earnings, the amount of Social Security, Withholding Tax, and all other documents, The Business Agent may request to see any journeyman's receipt of payment of wages. When employees are laid-off or discharged, they shall be paid in full in cash or other legal tender on the job immediately except that overtime hours of laid-off employees may be paid within twenty-four (24) hours of layoff.

Section 5

Two hours pay shall be allowed for reporting to work if not put to work unless notified by the contractor or the business agent one (1) hour prior to the starting time of that particular day. In case of bad weather, the Employer shall have the responsibility of calling the employee or the business agent to indicate if there will be work that day.

Section 6

Five (5) days shall constitute a work week starting Monday morning at 7:00 a.m. and ending Friday at 3:30 p.m., with the work day consisting of eight (8) hours each day starting between 7:00 a.m., and or 8:00 a.m. with the exception of conditions noted in Section 7. The work day may begin at 7:00 a.m., or 8:00 a.m., at the Employer's option provided that he notifies the Union of any change in starting time twenty-four (24) hours prior to the change. A Cement Mason shall be permitted a lunch period, not exceeding one-half (1/2) hour, to begin between 11:30 a.m., and 12:30 p.m. If it is necessary to work through the aforementioned lunch hour, the employee shall receive one-half (1/2) hour's pay at the overtime rate for loss of lunch period.

- (a) Men called to work at a given hour shall receive pay from the start of that particular day.
- (b) Any employee reporting to work and put to work shall receive at least four (4) hours pay. If he works more than four (4) hours, he shall receive at least eight (8) hours pay.
- (c) The Employer agrees that when pouring of concrete begins, there shall be a full crew of Cement Masons working on the job. A full crew shall be defined as the number of men to be working at the peak of the day.

- (d) The Employer agrees that he will hire sufficient men so that the cement finishers will be able to do their work in a workmanlike manner. A workmanlike manner shall be mutually agreed upon by the Employer and Cement Masons on the job.
- (e) A Cement Mason shall be permitted a lunch period, not exceeding one-half (1/2) hour, in sequence, and as work permits, without loss of time, if he works after 6:30p.m.
- (f) The Union shall have the right to select a shop steward from among the employees on all jobs covered by this Agreement. It shall be his duty to report any violation of the terms of this Agreement to the Union and he shall not be discriminated against for the performance of his duties. The Union shall have the right to replace any steward at any time. The Union shall provide the name of the steward to the Employer in writing.
- (g) The Employer agrees that proper safety precautions shall be taken when a Cement Mason must work after the regular working hours as stated above. A Cement Mason shall not work alone after regular working hours.
- (h) If a Cement Mason has been finishing concrete for more than four (4) hours, and his work is completed, he shall be provided other work within his craft jurisdiction. If the employee is advised that no other work is available, he shall be permitted to leave the job and be paid for eight (8) hours.
- (i) If an employee is required to travel to a job site that is outside the territorial jurisdiction of Cement Masons Local #11 Area 382, the employee shall receive \$0.25 per mile for traveling each way from the territorial boundary when he furnished his own transportation. In addition, the Employer shall reimburse the employee for expenses incurred by work in another cement masons jurisdiction, including expenses for two (2) meals a day and lodging, if required to stay over. Paid receipts shall be submitted to the Employer. The Employer shall also pay any working assessment incurred. If the Employer furnished the transportation, the Employer and business agent shall mutually agree on the travel pay.
- (j) The Union agrees that any Employer of its members shall receive twenty-four (24) hour written notice prior to honoring a picket line of another Union so that concrete in transit or other work of the members may be in order before leaving the job.

Section 7

With the consent of the men on a regularly established crew where the Finishers are employed by the same contractor for the entire work week, it is allowable to schedule four ten hour days at straight time providing that the following stipulations apply.

- * All Finishers on the crew must be paid premium rate over eight hours on any given day if any Finishers on the crew are receiving that rate;

- * All work on Saturdays, Sundays and Holidays are at premium rates;
- * All hours over forty in a week shall be paid at the overtime rate;
- * NO Finisher who has worked on a crew under this provision can be replaced by another Finisher for overtime hours during that week unless he chooses not to work or is physically unable to perform;
- * All work over ten hours in one day shall be paid at the overtime rate;
- * This provision does not apply to shift work.

ARTICLE VI

WAGES AND DUES CHECKOFF

Section 1

The wage rate per hour shall be as follows:

Effective June 1, 2022 through May 31, 2023.... \$40.10 (this includes a \$2.60 wage increase).

Effective June 1, 2023 through May 31, 2024 with an increase of \$2.70 per hour to be allocated by the Union within the terms of this agreement.

Effective June 1, 2024 through May 31, 2025 with an increase of \$2.80 per hour to be allocated by the Union within the terms of this agreement.

(The above amount includes a six cents (\$0.06) per hour Building Trades dues check-off).

Section 2

Time and one half (1 ½) shall be paid for regular week overtime work up to 10:00 p.m. Double time shall be paid for all work after 10:00 p.m. during the regular week and on Sundays and the following holidays; i.e., New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If any of the above named holidays occur on Sunday, the following Monday shall be considered the holiday.

- (a) When three (3) or more finishers are on the job, a qualified Cement Mason shall then be appointed Foreman; he shall receive not less than \$2.75 over the scale. When five (5) or more masons are on the same job, the Foreman shall receive \$2.75 over the scale and not work with his tools unless it is absolutely essential.
- (b) The wage scale for apprentice shall be as follows:

1st Year:

1st 666.5 hours worked at 50% of Journeyman wages plus Welfare.

2nd 666.5 hours worked at 70% of Journeyman wages plus Welfare.

2nd Year:

1333.0 hours worked at 80% of Journeyman wages plus Welfare and \$1.00 Pension

3rd Year:

1333.0 hours worked at 90% of Journeyman wages plus Welfare and \$1.00 Pension.

Deductions: 3 % of total for Working Assessment

Plus 1% of total package for International Working Assessment

- (c) Men working with concrete containing color or where color is to be added or using epoxy to be troweled on, shall receive \$0.50 per hour over the scale.

Section 3
Welfare Clause

See Addendum "A" incorporated herein by reference.

Section 4
Retirement Clause

See Addendum "B" incorporated herein by reference.

Section 5
Dues Check-off, Building Trades Check-off, International Dues Check-off

The Employer agrees to pay to the Cement Masons Local #11, Area 382 of Rockford, Illinois, monthly, the amounts listed below for each hour worked which will be deducted from the pay of each employee covered by this Agreement. One (1) check shall be written to the Union for these deductions.

Dues Check-off (included in coverage and sent to the Union on forms to be provided:3% of total package (rounded to the nearest nickel).

International Dues Check-off (included in coverage and sent to the Union on forms to be provided:1% of total package

The Union maintains the responsibility to collect individual payroll deductions authorization from its members, present and future, and gives a blanket authorization to the contractor to make these deductions from the base rate of pay of the employees covered by this agreement.

Section 6
OPCMIA International Training Fund

See Addendum "C" incorporated herein by reference.

ARTICLE VII

GRIEVANCES AND ARBITRATION

Section 1

Whenever any difference or dispute shall arise as to interpretation or application of the terms of this Agreement, such dispute or difference shall be resolved in the following order:

- (a) In conference between the Business Agent and the designated representative of the Employer within two (2) weeks.
- (b) In the event the dispute cannot be resolved, within forty-eight (48) hours a grievance will be referred to the association. The Grievance committee will consist of two (2) Labor appointments and two (2) Association appointments. The grievance will be heard and a final binding decision will be made by the Grievance Committee by a majority vote amongst the committee.
- (c) If not resolved, either party may submit, within two (2) weeks, the grievances to the American Arbitration Association for final and binding decision. The procedure of AAA shall be followed in selection of the arbiter. All expenses of the arbitration shall be borne equally by the Employer and the Union.

ARTICLE VIII

SUBCONTRACTING

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any contractor, subcontractor or other person or party who refuses to agree to comply with the conditions of employment contained herein.

ARTICLE IX

BONDING

At the discretion of the Union, non-Association members shall be required to deposit with the Union a surety bond in the amount of \$50,000.00 to insure that the Employer makes prompt payments of wages, fringe benefit payments, and maintains his Workmen's Compensation and Unemployment Compensation coverage as set forth in the Agreement.

ARTICLE X

INDUSTRY ADVANCEMENT AND APPRENTICESHIP


Thirty-Four cents (\$0.34) per hour will be collected for the Construction Industry Advancement program, proceeds of which will be used for Cement Mason's Apprenticeship program allowable expenses and fifty-five cents (\$0.55) per hour on all journeyman and apprentice cement masons to the Local Cement Masons Apprenticeship Fund to be collected by the Construction Industry Welfare Funds. Five cents (\$0.05) per hour will be collected for Project First Rate and to be collected by the Construction Industry Funds; the purpose of this fund is to improve labor/management relations, job security and organizational effectiveness of the industry in such areas as the Union has or acquires geographic jurisdiction. In the event the Union desires to apply the lost wage rate increase to fringe benefits, the Union shall have the right to make such application of the increases by giving thirty (30) days notice in writing to the Employer.

First, if an employer party to an International agreement or other such agreement chooses to strike the aforementioned funds from his contract, the monies otherwise paid into the funds will revert to the employees wage package in full.

LOCAL UNION #11 AREA 382
OPERATIVE PLASTERERS AND
CEMENT FINISHERS INTERNATIONAL

EMPLOYER: NIBCA and NICA

By: 
Business Manager

By: 
Executive Director