

## **PLASTERERS LOCAL #11; AREA 382; AGREEMENT**

This agreement, entered into by and between the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC., (PLASTERING CONTRACTOR DIVISION, LATHING AND PLASTERING CONTRACTORS' ASSOCIATION OF ROCKFORD, INC.) hereinafter referred to as the Employer and Local Union #11, Area 382, of the OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, hereinafter referred to as the Union.

### **WITNESSETH**

The Preamble and Declaration of Principles contained in Article I hereof, have been adopted and made part of this Agreement and have been affirmed as the principle under which the contracting parties agree to operate, based upon the understanding that both parties have a common interest in furthering the Plastering Industry by establishing a working system for harmonious relations necessary to improve and further the relationship between the employer, union and the public which we serve.

NOW, therefore, it is agreed as follows:

### **ARTICLE I**

This agreement entered into between the above named parties is for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes that may arise between the Employer and Employee in the Plastering Industry in the territory covered by this Agreement.

### **ARTICLE II**

This agreement is effective in Winnebago and Boone Counties, in the State of Illinois.

### **ARTICLE III**

#### **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 members in good standing in the Union as a condition of their employment after the seventh day following the beginning of their employment or 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 IV**

##### **Starting Time, Overtime and Show-Up Time**

- Section 1. When an Employee commences work he must be given two (2) hours employment or pay. Any Plasterer working two (2) or more hours shall receive four (4) hours employment or pay. Any Plasterer working four (4) hours or more shall receive six (6) hours employment or pay. Any Plasterer working six (6) hours or more shall receive eight (8) hours employment or pay.
- Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours pay providing that he remain on the job for those two (2) hours.
- Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.
- Section 4. When an employee reports for work on a premium day, he must be given two (2) hours employment or pay. Any Plasterer working two (2) hours or more shall receive four (4) hours employment or pay. Any Plasterer working four (4) hours or more shall receive six (6) hours employment or pay. Any Plasterer working six (6) hours or more shall receive eight (8) hours employment or pay.
- Section 5. Any employee covered by this agreement reporting for work and not put to work shall receive a minimum of two (2) hours pay unless conditions beyond the control of the Employer prevent his working.
- Five (5) days shall constitute a work week, beginning Monday at 6:00 a.m. and ending Friday at 2:30 p.m. or beginning Monday at 7:00 a.m. and ending Friday at 3:30 p.m. The work day shall consist of eight (8) hours each day between 6:00 a.m. to 12:00 noon and 12:30 p.m. to 2:30 p.m. or between 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m.
- Section 6. Saturday work and work performed in excess of eight (8) hours and not in excess of ten (10) hours per day during the regular work week, shall be paid at the rate of time and one half.
- Section 7. All work performed in excess of ten (10) hours per day during the regular work week and all work performed on Sundays and Holidays shall be paid at double the regular straight time rate of pay.
- Section 8. Holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day of the day celebrated as such.

Section 9. With the consent of the men on a regularly established crew, where the Plasterers are employed by the same contractor for the entire work week, it is allowable to schedule four (4) ten (10) hour days at straight time providing that the following stipulations apply:

- A. All Plasterers on the crew must be paid premium rate over eight (8) hours on any given day if any Plasterers on the crew are receiving that rate.
- B. All work on Saturdays, Sundays and Holidays are at premium rate.
- C. All hours over forty (40) in a week shall be paid at the overtime rate.
- D. NO Plasterer who has worked on a crew under this provision can be replaced by another Plasterer for overtime hours during that week unless he chooses not to work or is physically unable to perform.
- E. All work over ten (10) hours in one day shall be paid at the overtime rate.
- F. This provision does not apply to shift work.

**ARTICLE V**

Section 1. The minimum hourly rate of wages of Journeyman Plasterers for the term of the three (3) year contract shall be as follows:

First year: June 1, 2022 through May 31, 2023..... \$37.00

June 1, 2023 through May 31, 2024, the Union will receive an increase of \$2.70 per hour to be allocated by the Union.

June 1, 2024 through May 31, 2025, the Union will receive an increase of \$2.80 per hour to be allocated by the Union.

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

Thirty-three cents (\$0.33) per hour will be collected for the Construction Industry Advancement program, proceeds of which will be used for Plasterers Apprenticeship program allowable expenses, and fifty-five cents (\$0.55) per hour on all journeyman and apprentice Plasterers to the Local Plasterers 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 desired to apply the last wage rate increase to fringe benefits, the Union shall have the right to make such application of the increase by giving thirty (30) days notice in writing to the Employer.

Section 2. Foreman plasterers shall receive not less than: 10% over scale.

Section 3. Employees covered by this agreement shall be paid at the regular wage rate when moving from job to job during the working day, within the jurisdiction of the local Union.

As of June 1, 2000, the rate for up to twenty (20) miles outside the jurisdiction will become \$10.00 per day and from twenty (20) miles to fifty (50) miles will be \$20.00 per day.

Section 4. Employees will be paid one dollar and fifty cents (\$1.50) per hour premium when they are required to work subject to an unprotected free fall in excess of twenty (20) feet.

Section 5. Transportation:

The contractor is to furnish transportation when work is to be done outside of the jurisdiction covered by this agreement.

Section 6. All Apprentices Shall Be Paid To The Following Rate:

**1<sup>st</sup> Year:**

1<sup>st</sup> 666.5 hours worked at 50% of Journeyman wages plus Welfare.

2<sup>nd</sup> 666.5 hours worked at 70% of Journeyman wages plus Welfare.

**2<sup>nd</sup> Year:**

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

**3<sup>rd</sup> 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

Section 7. Welfare (See Addendum "A")

Section 8. Retirement (See Addendum "B")

Section 9. It is agreed that each employing contractor shall carry compensation insurance on all employees covered by this Agreement, as provided for in the Workmen's

Compensation Act of the State of Illinois, even though only one (1) employee may be employed. A copy of the insurance certificate shall be filed with the Union.

Each employing contractor also agrees to elect to become an Employer subject to the terms and provisions of the Unemployment Compensation Act, even though only one (1) employee may be 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 10. Dues Check – Off

The Employer shall deduct from the pay of each employee covered by this Agreement, an hourly local working assessment of 3% of their total gross package for each hour paid. The assessment will be collected weekly and paid monthly to the Plasterers Local #11, Area 382, of Rockford, Illinois on remitting forms supplied by the Union.

Section 11. International Dues Check- off

The Employer shall deduct from the pay of each employee covered by this Agreement, an hourly International working assessment of 1% of their total gross package for each hour paid. The assessment will be collected weekly and paid monthly to the Plasterers Local #11, Area 382, of Rockford, Illinois on remitting forms supplied by the Union.

Section 12. OPCMIA International Training Trust Fund (See Addendum “C”)

**ARTICLE VI**

Rules governing apprentice training and apprenticeship indenture as prescribed for by State and Federal Apprenticeship Standards, shall be vested in a Joint Apprenticeship Committee composed of equal representation by the Union and the Employer.

The Joint Apprenticeship Committee shall determine the ability and qualifications of each Employer to employ apprentices. The selection, placing and training of apprentices shall be vested in a Joint Apprenticeship Committee based on continued surveys to determine the work opportunities and the availability of skilled craftsmen.

**ARTICLE VII**

Section 1. There shall be no limitation as to the amount of work an employee may perform in a day. All work shall be done in a good and workmanlike manner and the Employer shall allow a reasonable amount of time to have same so done. If work is not done right under the above conditions, Journeymen will repair said work on their own time.

- Section 2. Any employee transferred from one job to another during working hours for same employer shall be transferred on employer's time.
- Section 3. The Foreman shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his Foreman the right to employ or discharge any or all employees subject to the provisions of this Agreement.
- Section 4. It shall be the function of the foreman to tell the worker what to do, how to do it and to see that the work is properly done. He shall be responsible for the placing of men, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning and effecting efficient execution of work.
- The Union shall have the right to select a shop steward form among the employees on all jobs covered by this Agreement. It shall be his duty to report any violations of the terms of this Agreement to the Union and he shall not be discriminated against for the performance of such duties.
- Section 5. Subject to this Understanding, the Contractor shall have the entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination against any employee, nor shall any such employee be discharged by reason of any Union activities not interfering with the proper performance of his work.
- Section 6. No craftsmen covered by the provisions of this Agreement shall be required by his Employer to work on buildings or fobs where workmen of another craft have been assigned to perform work that has definitely been established as being the work of craftsmen covered by this Agreement.
- Section 7. The President or Business Representative of the Union, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the contractor, steward or employees at work, but shall in no way interfere with or hinder the progress of the work.
- Section 8. The employees covered by this Agreement will use, handle and operate the plastering machine on the same terms and conditions of employment as applied to hand applied work and the plaster pump, hose, nozzle, etc. shall be within the jurisdiction and scope of the plasterers' tools.
- Section 9. Contractors are required to give journeymen, on each 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 deductions. 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.

- Section 10. Rods and darbys will be furnished by the contractor.
- Section 11. A premium of one dollar and ten cents (\$1.10) per hour above the regular rate shall be paid for the sprayer of insulation.

### **ARTICLE VIII**

- Section 1. All recognized Employers must employ at least one (1) journeyman plasterer.
- Section 2. Only one (1) non-card carrying member of any partnership or corporation shall be permitted to work with the Tools of the Trade.
- Section 3. Employees covered by this Agreement shall work for only recognized and qualified contractors or employers who supply all material and labor and who shall carry reliable compensation and liability insurance on their employees and further shall conform to all municipal and State regulations pertaining to health and safety regulations.
- Section 4. Employees shall not be required to accept work from any individual or contractor who has not abided by the provision of this Agreement.
- Section 5. The Union agrees not to enter into any agreement with any individual employer or group of employers competing in the same type of work which provides for the employees it represents less favorable wages, hours and conditions that are herein specified without extending the same less favorable wages, hours and conditions to the employers who are parties to this Agreement.
- Section 6. The Union, upon notification by the contractor of work available for members of this unit, shall have the option to refer qualified Plasterers. It is understood, however, that the employer has the right to reject any Plasterers so referred.

### **ARTICLE IX**

- 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 X**

Each Employer, not covered by the Association guarantee, shall furnish a wage and welfare indemnifying bond written by an insurance company authorized to do business in this State, such bond to be in the sum of \$50,000.00 to guarantee the payment of wages to the employees as well as fringe benefit contributions. In lieu of the \$50,000.00 bond, the sum of \$50,000.00 may be deposited in any Rockford, Illinois bank with the authorized representative of the Union as a joint signatory.

#### **ARTICLE XI**

It is stipulated and agreed by and between the parties to this Agreement, that the act of the Operative Plasterers' and Cement Masons International Association (hereinafter called the International Association) in approving this contract as to form and substance, the International Association, its officers and agents, shall not in any manner thereby become a party to this Agreement, nor is there duty, liability, or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner, whatsoever.

It is further stipulated and agreed that the approval by the International Association, as to form and substance, is only for the purpose of indicating that the International Association certified that said contract is not in violation of the International Constitution and by-laws and is approved as to form and substance for that purpose only and no other.

#### **ARTILCE XII**

- Section 1. This Agreement shall be come effective on June 1, 2022 and remain in effect until May 31, 2025. It shall continue in effect from year to year thereafter unless notice for amendment or termination is given in a manner provided herein.
- Section 2. Either party desiring to amend or terminate this Agreement must notify the other in writing at least ninety (90) days prior to May 31, 2025.
- Section 3. This Agreement shall be subject to amendment shall be reduced to writing, stating the effective date thereof and be executed in the same manner as was this Agreement.



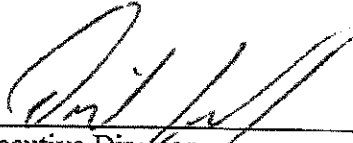
IN WITNESS and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signature and seal.

(This agreement covers Building & Residential).

Plasterers#11; Area 382

Northern Illinois Building Contractors Association, Inc.

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Executive Director