

## AGREEMENT

### **JOURNEYMEN PLASTERERS AND CEMENT MASONS UNION**

**Local 11, Area 362**

**and**

### **LAKE COUNTY CONTRACTORS ASSOCIATION**

**June 1, 2011 - May 31, 2013**

This Agreement made and entered into by and between the LAKE COUNTY CONTRACTORS ASSOCIATION, INC., and THE JOURNEYMEN PLASTERERS AND CEMENT MASONS UNION, of Lake County, Illinois, O.P. & C.M.I.A. Local 11, Area 362.

#### **REGION:**

The region in which this Agreement is effective is Lake County, State of Illinois.

#### **EMPLOYEE:**

The word "EMPLOYEE" as used herein means a JOURNEYMAN or APPRENTICE who is employed by the Employer and the word "EMPLOYEES" as used herein means JOURNEYMEN AND APPRENTICE PLASTERERS.

## **ARTICLE I** **WAGES**

### **Section 1.1 - Wages**

The new agreement is a four (4) year Agreement. It begins June 1, 2011, and expires May 31, 2013. From June 1, 2007 through May 31, 2008, the standard rate of wage of Plasterers in Lake County, Illinois is \$35.39.

Effective June 1st of each of the following three (3) years, the Total Wage Package shall be adjusted as follows:

JUNE 1, 2008	\$3.20 PER HOUR
JUNE 1, 2009	\$3.25 PER HOUR
JUNE 1, 2010	\$3.40 PER HOUR

The division of the increase between Wages and Fringes each year will be determined by the UNION subject to the approval of the Trustees of the various funds.

### **Section 1.2 - Payday**

Employees shall be paid once a week on the Contractors regular payday, during working hours. All weekly payrolls shall be paid by check; in the event that the Contractors checks are in default, he shall be required to pay all payrolls and payments to workmen in cash.

### **Section 1.3 - Failure to Pay**

If Employees are not paid off at the regular time in the regular pay day, they shall be entitled to be paid full wages for waiting time not to exceed Two (2) days and not to exceed Eight (8) hours in any one Twenty-Four (24) hour period. This shall not apply where failure to pay is due to circumstances beyond the Employers control. The work in the shop where such Employee is employed must stop until such Employee is paid. Waiting time shall not include days on which banks are not open for business.

#### **Section 1.4 - Discharge Pay**

No Plasterer shall be discharged by anyone other than the Employer or his authorized representative. If an Employer or his representative shall discharge a Journeyman or Apprentice, his pay for work performed shall be mailed to the Employee within 24-hours of quitting time. Any Employee not receiving his pay in compliance with this provision shall receive an additional eight (8) hours pay for each day he has to wait. The determination of when a check is sent shall be made by postmark on the envelope and/or by Certified Mail Receipt.

#### **Section 1.5 Quitting On Own**

When a Journeyman quits work of his own accord, he shall receive his pay on the next regular payday.

### **ARTICLE II** **BENEFITS**

#### **Section 2.1- Welfare Fund**

IT IS AGREED: That all persons and firms bound by this agreement shall pay to the Lake County Plasterers and Cement Masons Welfare Fund, a sum equal to Seven Dollars and Sixty-Eight Cents (\$7.68) for each hour of work performed by Employees in Lake County, Illinois.

#### **Section 2.2 - Pension Fund**

IT IS FURTHER AGREED: That all persons and firms bound by this agreement shall pay to the Lake County Plasterers & Cement Masons Pension Fund a sum equal to Five Dollars and Fifteen Cents (\$5.15) for each hour of work performed by Employees in Lake County, Illinois, or performed for the Employer in the jurisdiction where there is no Local Pension Fund.

IT IS FURTHER AGREED: That the sum of Four Dollars (\$4.00) per hour for each hour of work performed by Employees in Lake County, Illinois, shall be paid to the Tax Deferred Income Fund.

#### **Section 2.3 - Joint Apprenticeship Fund**

IT IS FURTHER AGREED: Contractors signatory to this Agreement agree to pay the Northern Illinois Cement Masons & Plastering Joint Apprenticeship Fund a sum equal to Fifteen Cents (\$0.15) per hour for work performed by Employees within the area of Lake County, Illinois.

## **Section 2.4 – Lake County Contractors Safety & Education Fund**

**IT IS FURTHER AGREED:** That all Employers shall pay to the Lake County Contractors Safety & Education Fund a sum equal to Four Cents (\$0.04) per hour for all work performed by Employees within the area of Lake County, Illinois. Said money shall be used by the Fund to provide training in safe work practices for union construction workers employed by members of the Lake County Contractors Association.

## **Section 2.5 - Dues Check-off**

Whereas, the Union wishes to establish, pursuant to Section 302© (4) of the Labor Management Relations Act of 1947, as amended, a system for the checking-off as payroll deduction dues owed to the Union by members of the bargaining unit covered by this Agreement; and

**Whereas**, the Employers wish to cooperate with and assist the Union in the administration of the aforesaid dues check-off; and

**Whereas**, pursuant to the requirements of Section 101(a) (2) of the Labor Management Reporting and Disclosure Act, the rates of the dues hereinafter provided for were established by a majority vote, by secret ballot, of the members in good standing voting at a special membership meeting on July, 1, 1975, after a reasonable notice to said membership of the intension to vote on the question of a dues increase;

## **NOW THEREFORE IT IS AGREED AS FOLLOWS**

(1) Effective June 1, 2007, all Employers covered by this Agreement shall deduct from the wages of employees covered by this Agreement, working dues in the amount of One Dollar and Twenty Cents (\$1.20) for Local 11, Area 362, and Fifty Two Cents (\$0.52) for the International Union, and shall remit monthly to Local Fund offices the sum so deducted, together with an accurate list of employees whose wages said dues were deducted and the amounts applicable to each employee, not later than the fifteenth (15<sup>th</sup>) day of the month next following the month for which such deductions were made.

(2) It is the intention of the parties that such deductions shall comply with the requirements of Section 302© (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period more than one (1) year or beyond the termination date of this Agreement whichever occurs sooner.

(3) The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards to the creation and administration of the dues check-off established by this Agreement and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

## **Section 2.6 - Fringe Payments**

All Working Dues, Welfare, Pension, Promotion and Apprenticeship Funds shall be paid by the Contractor over and above the regular rate of wages set forth in this Agreement. Payments shall be made to their respective offices on or before the 20th day of the following month in which work was performed. In the event the Employer becomes delinquent in making payments in any of the above mentioned funds, or wages, the Employer shall be subject to all penalties, interest, audit and attorney fees set forth in the current collection policies of the various funds.

**ARTICLE III**  
**BONDING & INSURANCE**

**Section 3.1 – Amounts**

All Employers, regardless of their affiliation with any professional or industrial association, employing ten (10) men or less shall procure, carry, maintain and deposit with the union office a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to guarantee the wages and benefit contributions dues under the terms of this agreement. All employers employing more than ten (10) men shall procure, carry, maintain and deposit with the union office a surety bond in the amount of Fifty Thousand Dollars (\$50,000.00) to guarantee the wages and benefit contributions due under the terms of this agreement.

**Section 3.2 – Variances**

Any Employer who requests permission to satisfy the bonding requirements of this Section by posting a bond in the amount less than set forth above, shall make written application to the Union for such permission. If the Union, upon consideration of the Employer's application for a reduced bond, elects to approve same, it may permit bonding in the amount of Ten Thousand Dollars (\$10,000.00).

**Section 3.3 – Delinquencies**

Any Employer who is found to be in violation of the wage and benefit contribution rates as provided by this Agreement or amendments hereto shall deposit with the offices of the Union or the Trust, as applicable, an additional surety bond of double the normal bond to guarantee the payment of such wages and benefit contributions. Any employer delinquent in benefit contributions to the Trust Funds for sixty (60) days or more or found to be defaulted in his payments as a result of an audit shall deposit with the Trust office an additional sum of not less than Eight Thousand Dollars (\$8000.00) by certified check or cash or an amount equal to three (3) months regular contributions, as required by the Trustees, or whichever amount is greater, within the sole discretion of the Trustees.

**Section 3.4 – Worker's Compensation Insurance**

All Contractors shall carry Worker's Compensation Insurance and a copy of their certificate of Insurance shall be filed with the Union each year, by the Contractor, to verify the fact that they are covered by this Insurance.

**ARTICLE IV**  
**FOREMAN**

**Section 4.1 - Foreman**

The foremen shall be the agent of the Employer and be selected by the Employer. The shop foreman or superintendent shall be a journeyman plasterer for at least three (3) years immediately prior to his appointment as shop foreman of superintendent. The job foreman shall be a journeyman plasterer. Job foreman, shop foreman, and superintendents, if any, shall be subject to the terms of this Agreement and its working rules,

which shall also be applicable to all Employees covered by this Agreement. The foreman or superintendent shall have general direction and supervision over the work.

#### **Section 4.2 – Foreman Pay**

Every foreman shall be a complete mechanic of the trade and receive six percent (6%) over the current journeyman’s wage per hour. When twenty (20) or more plasterers are employed, it shall be required that an additional foreman shall be placed on that job site.

### **ARTICLE V** **GENERAL CONDITIONS**

#### **Section 5.1 - No Strike/No Lockout**

The Lake County Contractors Association, party of the first part, and the O.P. & C.M.I.A. Local 11, Area 362 of Lake County, Illinois, party of the second part, hereby agree that there shall be no lockout by any Contractor signatory to this agreement, or strikes, stoppage or abandonment of work by the Union. All grievances caused by the violation of the Working Agreement, shall first be investigated by the Arbitration Committee of the Lake County Contractors Association, and the Committee representing the Cement Masons and Plasterers Local 11, Area 362 within Seven (7) days before any stoppage of work occurs. It is understood that this clause applies to Members of the Lake County Contractors Association only.

#### **Section 5.2 - Union Security**

All Employees who are Members of the Union on the effective date of this Agreement shall be required to remain a Member of the Union as a condition of employment during the term of this Agreement. New Members shall be required to become and remain Members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

#### **Section 5.3 - Union Recognition**

The Employer recognizes the Union as the exclusive representative of all its Employees performing work within the jurisdiction covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **Section 5.4 - Access to Jobs**

The President of the Union or his duly accredited representatives shall have the right to call on and interview the Foreman or Journeyman at work on any building or job where Employees are employed

#### **Section 5.5 - Management Rights**

The Union understands that the Contractor is responsible for performing the work required by the Owner. Therefore, the Contractor has the complete authority and the right to manage all construction work secured, and the direction of the work forces utilized in performing that work is vested exclusively in the Contractor, and the

Contractor shall continue to hold and exercise all rights customarily reserved to the Contractor; including the right to hire; promote, suspend, discipline, transfer or discharge for proper cause; the right to release Employees because of lack of work or other proper reasons; the right to schedule hours or require overtime work; and the right to establish rules pertaining to the work to be performed.

The Contractor shall have the sole right to decide the construction procedures to be utilized, the type of machinery and equipment to be used, the quality of workmanship required, as well as the supervision and manpower required for the successful completion of the project. The Union recognizes the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted which limit production or increase the time required to do the work. There shall be no restrictions against the use of any kinds of machinery, tools or labor saving devices. The above listed Contractor Rights are not to be interpreted as being all-inclusive. It is understood that any of the rights and power to use them that the Contractor had prior to the signing of this Agreement, are retained by the Contractor.

### **Section 5.6 – Pre-job Conference**

At the request of either party, a pre-job conference shall be held at which the Employer shall advise the Union of its requirements as to workers required for the job, the probable starting date, duration of the job and working schedules.

## **ARTICLE VI** **WORK RULES**

### **Section 6.1 - Breaks**

On all jobs where overtime is allowed, men shall not be permitted to work longer than Four (4) hours without a break of at least Thirty (30) Minutes duration.

### **Section 6.2 - Overtime**

All work performed on Saturdays shall be paid for at the rate of One and One-half (1 1/2) times the regular rate per hour as provided for in Article I of this Agreement. All work performed on Sundays shall be paid for at the rate of Two (2) times the regular rate per hour as provided for in Article I of this Agreement. The first Four (4) hours worked over eight (8) hours in any one day shall be paid for at the rate of One and One-Half (1 1/2) times the regular rate per hour as provided for in Article I of this Agreement. Any overtime work required outside of the first Four (4) hours on a regular work day or beyond the first Eight (8) hours on Saturday shall be paid at the rate of double time.

### **Section 6.3 - Showup Pay**

When a Plasterer is hired and brings their tools to a job and is not put to work, they shall be paid Two (2) hours wages, unless there is some valid excuse. When the Two (2) hours wages are paid under this provision, no fringe benefit contributions shall be required. After starting work, no Employee shall be laid off before performing at least Four (4) hours work on that job unless layoff is caused by conditions or events beyond the control of the Employer. Employees, when laid off or discharged, shall receive Twenty (20) minutes within which to pack their tools.

## **Section 6.4 - Holidays/Work Week**

No work shall be done upon the following holidays or days celebrated as such:

NEW YEAR'S DAY	FOURTH OF JULY	LABOR DAY
MEMORIAL DAY	CHRISTMAS DAY	THANKSGIVING DAY

Where one of the foregoing holidays falls on Sunday, such holiday shall be observed on the following Monday.

Eight (8) hours shall constitute a day's work and Five (5) days shall constitute a week's work, the week ending Friday, at 4:30 P.M. Work shall commence at Eight (8:00) A.M. and cease at Four Thirty (4:30) P.M. each day, but these times may be adjusted by mutual consent. In case of emergencies, Plasterers shall be allowed to work Saturday and Sunday, on approval from parties to this Agreement. Contractors shall pay State Unemployment Compensation regardless of the number of men employed. Open buildings after November 1st shall be heated and enclosed until May 1st.

## **Section 6.5 - Weather Make-up**

A make-up day shall be allowed on all exterior work and fireproofing work when a job is delayed one or more days during the regular work week due to weather conditions. The make-up day will be on Saturday, with the rate of pay being paid at straight time. All make-up days shall be reported to the Union Office by the Employer or Foreman prior to making up the day. Preference will be given to the men on the job. This does not permit straight time pay for work in excess of Forty (40) hours in one week. These make-up provisions shall also include work of skim coating on concrete ceilings, but only on those jobs where the floor on which the Plasterers are working is fully enclosed.

## **Section 6.6 - Resident Requirements**

If available, on all job sites in this jurisdiction, at least 50% of the Plasterers employed, plus the odd man, if any, shall be residents of the area covered by this Agreement.

## **Section 6.7 - Transportation To Work**

Elevator service shall be provided to carry Employees to and from work when working above the tenth (10th) floor in any building.

# **ARTICLE VII** **APPRENTICESHIP**

## **Section 7.1 - Apprentice Rules**

It is agreed that no Apprentice shall be allowed to work alone; he must work with a Journeyman Plasterer at all times. No Contractor shall discharge or transfer an Apprentice to another Contractor without consent of the Northern Illinois Cement Masons & Plastering Joint Apprenticeship Committee or the Union. All Apprentices shall be governed by the Rules and Regulations of the Northern Illinois Cement Masons & Plastering Joint Apprenticeship Committee, which Agreement is hereby made a part of this Agreement

**Section 7.5 - Apprentice Rates**

It is further agreed that the Rules and Regulations covering Apprentices, covered in a separate Agreement with the Joint Apprenticeship Committee of the Plasterers and Cement Masons Local 11, Area 362 and the Lake County Contractors Association shall prevail in governing the Plasterer Apprentice and that the scale of wages as set forth in the above mentioned Agreement shall be and hereby is made a part of this Agreement.

The wage of the Apprentice Plasterer shall be as follows:

FIRST YEAR*	50% OF JOURNEYMAN RATE OF PAY
SECOND YEAR	65% OF JOURNEYMAN RATE OF PAY
THIRD YEAR	85% OF JOURNEYMAN RATE OF PAY
FOURTH YEAR	95% OF JOURNEYMAN RATE OF PAY

\* The Pension Contribution shall not be required for those Employees classified as First Year Apprentices.

**ARTICLE VIII**  
**CRAFT JURISDICTION**

**Section 8.1 - Jurisdiction**

All work shall be done in a good workmanlike manner and the Employer must allow a reasonable amount of time to have same done. The Employees claim all plastering, plain or ornamental, interior or exterior, regardless of the materials.

**Section 8.2 - Plastering Machines**

No Journeyman shall refuse to work with Plastering Machines that have been approved by the International Union.

**Section 8.3 - Piece Work Prohibition**

No Journeyman shall agree with an Employer to do any certain amount of work, in order to obtain a bonus, or for any other reason. Nor shall any Employer demand any certain amount of work from a Journeyman, during any working day or part thereof. There shall be no restriction on the amount of work a man shall do in a working day.

**Section 8.4 - Employment Rules**

Plasterers shall be allowed to work for any person, firm or corporation, who furnishes all scaffold and material, and carries Worker's Compensation Insurance and is signatory to this Agreement; and furnishes the required wage and fringe bond to the Union.

**ARTICLE IX**



## **SAFETY**

### **Section 9.1 - Safety Compliance**

The Employers, Union and Employees covered by this Agreement shall comply with all rules and laws pertaining to safety and sanitation established by Federal, State, Local Governments or job site regulations. The Union shall cooperate with the Employers to see that these provisions are enforced. Failure to comply with this requirement shall be cause for discharge.

Effective July 1, 2008, the hourly wages of any plasterer Employee covered by this agreement who does not possess an OSHA 10-Hour Certification, Scaffold Users Certification, and CPR Certification will be reduced by Five Percent (5%) until he/she attains all three certifications. Upon securing the certifications, the Employee will then receive the full wages rate but will not be entitled to retroactive payments. During the period of any such reduction in the wage rate of an Employee because the Employee does not have the necessary certifications, the Employer shall pay to Local 11 Apprenticeship Training Fund, on a monthly basis and accompanied by a form to be provided by the JATC, an amount equal to the gross amount of the reduction in wages of each Employee shoes wages were reduced based on this provision. New members will be given twelve months to attain the above certifications.

## **ARTICLE X** **STEWARDS**

In order to secure observance of the provisions of this Agreement, each job shall have a steward. The authorized Business Representative of the Union shall appoint a Steward form the Plasterers working on the jobsite. In addition to his work as an employee under the terms of the Agreement, the Steward shall be permitted to perform, during work hours, such of his normal union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall receive the regular rate of pay for a Cement Mason. It is understood and agreed that the Steward duties shall not include any matter relating to hiring, termination or discipline of employees. The Steward shall always carry a copy of this Agreement. The Employer agrees to notify the Union twenty-four (24) hours prior to the termination of a Steward. When there is a discharge for just cause, the Union shall be notified immediately by the Employer. All Stewards shall have a current paid working card of a Journeyman Plasterer of the OP&CMIA.

## **ARTICLE XI** **OTHER PROVISIONS**

### **Section 11.1 - Most Favorite Nations Clause**

The Union agrees that if during the life of this Agreement, it grants to any other Employer any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concession(s).

**Section 11.2- Working Employers**

No Employer, unless a Plasterer Member of Local 11, Area 362, employing Plasterers under this Agreement, shall use the Tools of the Plasterer, for the actual performance of any Plastering Work, within the limits of Lake County, Illinois, while an Employer under this Agreement. However, Plasterer Members shall be allowed to contract and work with the tools but only if the following conditions are met:

- The Plasterer Member declares self a Contractor and does not hire out to other plastering contractors;
- The Plasterer Member is an Employee of a corporation which purchased all necessary insurance coverage, including but not limited to Worker's Compensation Insurance, Unemployment Compensation Insurance, General Liability Insurance, or any bonding requirements as set forth in Labor Agreements to which they are signatory and the Employee is actively engaged in the trade;
- The corporation has obtained an Employer Identification Number for withholding of Federal and State Taxes and Social Security Payments;
- Fringe benefit contributions and working dues are paid on said Plasterer Member on a basis of One Hundred Sixty (160) hours per month, Twelve (12) months per year.
- Any Plasterer Member, as defined above, and meeting the criteria set forth in Items 1 through 4 immediately preceding this section, shall have the option of choosing whether or not he shall contribute to the Retirement Savings Plan on his own behalf. This choice shall be made one time only, and only for Plasterer Members, as defined above.

**Section 11.3 - Equal Opportunity**

All parties signatory to this Agreement will be bound by the Equal Opportunity Executive Order #11246 of September 24, 1965, and with applicable law and/or amendments. No one working for the Employer shall discriminate against any member because of race, color, religion, national origin, age, handicap, or gender.

**Section 11.4 - Contract Reopener**

Either party desiring to change or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to June 1st of any year.

**ON BEHALF OF:**

**LOCAL 11, AREA 362 O.P. & C.M.I.A.**

**By: John Szech**

**LAKE COUNTY CONTRACTORS ASSOCIATION**

**By: Vince Carravetta**

**Dated:** \_\_\_\_\_