

AGREEMENT

This Agreement is effective June 1, 2021 by and between the present and future members of the Midwest Wall & Ceiling Contractors, **NFP**, (MWCC) who assign to such Association the authority to represent them for collective bargaining purposes, together with such other employers who become signatory to this Association (referred to herein as “Employer” or “Employers”) and the Operative Plasterers and Cement Masons Local 502, Plasterers Area 5 (hereinafter referred to as the “Union”) for the purpose of preventing strikes and lockouts; to peacefully settle all disputes arising between the parties hereto; to establish orders of work and wages to be paid; to provide for the encouragement and training of new workers in the trade; to take all steps to establish and maintain better relations between the Contractor and the Employees in this trade; to maintain high professional standards; to combat unfair practices; to eliminate unsatisfactory conditions in the trade; and to settle all questions affecting the trade within the counties of Cook, DeKalb, DuPage, Kane, Kendall, McHenry, Will, Grundy, LaSalle, Livingston, as well as any future territory that may come under the jurisdiction of Cement Masons Local 502, Plasterers Area 5.

This Agreement expires May 31, 2026

PRINCIPLES GOVERNING ARBITRATION BOARD

Both parties adopt the following principles as an absolute basis for the Joint Working Rules and to govern the actions of the Joint Arbitration Board as hereinafter provided for:

1. There shall be no limitation or required amount of work that shall be performed by a plasterer during his working day.
2. There shall be no restriction of the use of machinery and tools.
3. There shall be no restriction on the use of any manufactured materials, except prison made.
4. No person shall have the right to interfere with the employees covered by this Agreement during working hours, except an officer of the Association, the Contractor, or an official representative of the Union, on official business.
5. The use of apprentices shall not be prohibited on any phase of the work.
6. The foreman 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 appoint as shop foreman or superintendent. The job foreman shall be a journeyman plasterer. Job foremen, shop foremen, and superintendents, if any, shall be subject to the terms of this Joint Agreement and its working rules, which shall also be applicable to all employees covered by this Joint Agreement. The foreman or superintendent shall have general direction and supervision over the work. No one working for an employer shall discriminate against any member because of race, color, religion, national origin, age, handicap, or sex.

Every foreman shall be a competent mechanic of the trade and receive the following rate of pay:

All plasterer foremen shall 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.

7. It is further agreed that nothing in this Agreement shall be held or construed to always deprive the employer from having supervision over and direction over his contracts, work and employees, except as otherwise specified herein.
8. No employee covered by this Agreement shall take orders from anyone other than the regular foreman or the qualified representative of the Contractor.
9. No rule shall be passed or construed by either party to this Joint Agreement, in whole or in part.

ARTICLE 1

ARBITRATION BOARD

(a) There shall continue in existence a Joint Arbitration Board which shall consist of six (6) members, three of whom shall be appointed and selected by each of the parties hereto. In case of death, resignation, removal or other disqualification of a member of said Board, the vacancy shall be filled by the party selecting that member. Formal notification of resignation, death, removal or other disqualification of a member of the Board may be given at any time by the party selecting such member. Such notification shall be final. The Board may be increased by mutual agreement of the parties hereto.

(b) The Board shall meet at such times as the business before it required by the giving of such notice as the Board itself agrees upon. The Board shall elect from its members for such period as the Board itself agrees upon, a chairman, a secretary, and any other officers that it deems necessary to accomplish its business. The chairmanship and secretary shall alternate annually between labor and management with management chairing odd numbered years.

(c) When any dispute or grievance arises between the Contractor and the Union, such dispute or grievance shall be (as soon as reasonably possible) submitted to the respective Business Managers of the parties hereto.

If the Business Managers fail to agree and settle the dispute within two (2) working days after submission of such dispute to them, then the matter shall be submitted (as soon as reasonably

possible) to the Joint Arbitration Board, which shall meet within five (5) days after the dispute has been submitted to it.

The Joint Arbitration Board shall then hear the evidence from both sides and decide in accordance therewith by a majority vote taken by secret ballot, and its written decision shall be final and binding on both sides. Each side shall be entitled to an equal number of votes.

The Joint Arbitration Board is empowered to place a steward in the shop of the violator for a specified period of days as one of the penalties, or in the event the Contractor is not a member of the Association, said penalty may be levied by the Executive Board of Cement Masons Local 502, Plasterers Area 5.

If the Joint Arbitration Board is unable to agree within five (5) days, the matter shall be referred to the neutral Arbitrator, who shall sit with them and review the testimony already heard, or any additional testimony which the Arbitrator decides is necessary; the decision of a majority of the Board thus constituted shall be final and binding on both sides. Until all arbitration steps have been completed there shall be no strikes or lockout. The neutral member of the Joint Arbitration Board shall be selected by the parties. If the parties cannot agree on a neutral Arbitrator within five (5) working days, either party may request a panel of five (5) names from the American Arbitration Association. The names shall be members of the National Academy of Arbitrators. The parties shall select the neutral Arbitrator by striking names in alternate order until one name remains.

If a dispute involves an employer who is not a member of the Association, any dispute between the parties shall be first referred to the Executive Board of Cement Masons Local 502, Plasterers Area 5 for settlement. If the matter is not resolved, either party may submit the matter to arbitration in accordance with the procedures above, except that there shall be only one employer designated member of the Joint Arbitration Board and only one Cement Masons Local 502, Plasterers Area 5 designated member.

The fee of the neutral Arbitration and the expenses of hearing, including stenographic services, or any other expenses, except a party's attorneys' fees, shall be borne by the parties hereto, share and share alike.

(d) Complaints may be lodged by or against either party to this Agreement or any person bound by the terms of this Agreement charging a violation of this Agreement or the Working Rules made a part of the Agreement. The Board shall have the right to summon any person affiliated with either of the parties for the purpose of hearing charges against him or requiring his testimony with respect to charges filed. When requested, the Contractor shall present financial records including, but not limited to, general ledger, payroll records, and canceled payroll checks before the proper Board. The Joint Arbitration Board shall take all necessary steps to protect the confidentiality of any documents or records.

Notice in writing shall be sent to the Business Manager to which the party belongs whose testimony is required or against whom charges have been filed, and the Business Manager shall cause such person to appear before the Board on the date and time set forth in the notice of meeting. The parties agree to cooperate in the enforcement of the terms of this Agreement, together with the Working Rules, and the officers of the parties hereto shall, through the auspices of their own organization, recognize and enforce the terms of this Agreement and its rules to the end that those terms may be impartially enforced, and amicable relations maintained.

ARTICLE 2

RECOGNITION

(a) The Contractor recognizes the Union as the bargaining representative for all Journeymen Plasterers and Apprentices in the employ of the Contractor, who are engaged in any and all work covered by this Agreement and the Working Rules as attached hereto and made part of this Agreement. The Contractor is required to notify the Union of all opportunities for employment with such Contractor and shall give the Union the opportunity to notify qualified applicants of such employment; provided, however, that neither the Contractor nor the Union shall discriminate against any employee or applicant by reason of his membership or non-membership in the Union or in any other unions. The Contractor and the Union shall not discriminate against any employee or applicant because of race, color, religion, national origin, age, handicap or sex. This Article shall not be construed to deny the Contractor the right to select employees of its own choosing.

(b) The Union agrees not to enter into any agreements with any other employers containing provisions more advantageous to other employers than are extended to members of the Association, without offering said provisions to members of the Association.

Any plastering contractor who has a collective bargaining agreement with the Union, is not in dispute with the Union, and which becomes a member of the Association shall be recognized as a member of the Association for collective bargaining purposes.

ARTICLE 3

UNION SECURITY

(a) It is agreed that as a term and condition of their employment, all Journeymen and Apprentice members of the Union on the effective date of this Agreement, presently employed by the Contractor, shall remain members in good standing of the Union by adherence to all existing laws, during the life of this Agreement. All Journeymen and Apprentices hereafter employed by the Contractor shall become members of the Union after seven days after their employment and shall thereafter remain members of the Union in good standing by adherence to all existing laws during the terms of this Agreement or during any extension thereof.

(The seven days in the above section means seven working days after the employee covered by this Agreement first becomes employed with any Contractor members of the Association. Employment with more than one Contractor during the seven-day period shall not interrupt the running of said period for the purpose of requiring membership in the Union).

(b) In the event of any change in present legislation which shall lessen or remove the period in which the employee may be required to become a member of the Union, then the period so prescribed by such legislation shall be substituted for the seven-day period or if the period is removed by legislation, the employee shall be required to be a member before hiring.

(c) Any new employee hired as a Journeyman under this Article must be a competent, qualified Journeyman who has working experience in the trade, or who has served four years of apprenticeship and has been approved by the Examining Committee and passed a qualifying examination. Each employing Contractor shall notify the Union prior to the hiring of any new employees, giving the employee's name, address, and Social Security Number, so that the Union may advise the newly hired employee of the requirement of this Article and also shall send such new employee to school within seven (7) days for evaluation, or on the job evaluation if deemed necessary.

ARTICLE 4

WORKING HOURS

(a) All employees covered by this Agreement shall be paid weekly by Wednesday, during working hours, for all work performed up to the preceding Monday at 7:00 A.M.

(b) For payroll purposes, the work week is from Monday, 8:00 AM to the following Monday, 7:59 AM. A regular work week shall constitute 40 hours worked between Monday and Friday. The regular daily hours of employment shall be eight (8) hours of work between 8:00 AM and 4:30 PM with one half hour for the lunch period, Monday through Friday. By mutual agreement between the Contractor and the Union, the starting time may be advanced to but not earlier than 7:00 AM, and the quitting time shall be eight and one-half (8.5) hours after the starting time. No job shall start earlier than 7:00 AM and neither the Union nor the Contractor shall be responsible for obtaining or paying premium pay if an employee reports for work earlier than 7:00 AM. The employer must notify the Union by written notice or facsimile of the starting date and location of any job or project that alone or in the aggregate has a contractor value of \$5,000 prior to starting such job or project. The employer will be liable for a fine of \$250.00 for failure to report but will be relieved of that liability if the Union does not give notice of the violation before the end of the job.

The regular daily hours of employment shall be eight consecutive hours of work between 8:00 AM and 4:30 PM with one half hour for lunch period Monday through Friday. The first four (4) hours of overtime worked during a regular workday shall be paid at the rate of time and one-half the hourly rate. If overtime is required on Saturday, the first 8 hours shall be at the rate of time and one-

half. Any overtime work required outside of the first 4 hours on a regular workday or beyond the first 8 hours on Saturday shall be paid at the rate of double time. The Contractor involved in the use of overtime hours must promptly give notification to an accredited representative of the Union of his desire to have employees work outside of regular hours. A rest period of one-half hour for every four hours of overtime work shall be provided. Employees who work overtime must be paid when laid off, if practical, but not later than 4:30 PM of the following workday. There shall be a half hour break after each four-hour work period, regardless of starting time.

This paragraph (b) shall not be construed to permit anything other than double time on any other overtime work.

(c) Work required to be done on a shift basis or outside of regular working hours will be paid at the rate of twenty percent (20%) above current wage scale for the first 8 hours. Any work performed over 8 hours shall be paid at the rate of double time. To be classified as shift work or work performed outside of regular hours; work shall begin no later than 6:00 PM. These shift provisions shall apply only to the regular work week, Monday through Friday. The minimum number of days for such work shall be four, except that a single shift day may be worked on Friday only. No employee shall be required to work on any afterhours shift one night and a day shift the following day.

(d) The employer may have a make-up day at regular pay. In order to utilize this make-up day privilege, each of the following conditions must be met:

(1) Make-up days shall be voluntary by the employee.

(2) Make-up days shall only be utilized if a day of work was lost due to poor weather conditions.

(3) Make-up days shall be allowed only on the Saturday of the week that the work was lost and must be performed during regular working hours.

(4) The work performed on the make-up day must be on an existing job, not on a new job.

(5) No make-up day may be scheduled unless the affected employees lost a full day of work. Normal show up time will be in effect and the employee may work the make-up day even though he may already have one or two hours of show up time. This make-up provision shall in no way affect the employee's right to premium pay for hours worked out of the regular eight-hour work day.

(6) Make-up days must be reported by the contractor to the Union in writing or by fax before 2:00 PM on the Friday before the make-up day is to be scheduled. The job location and the foreman's name must be included in the report. If the job is not reported to and returned by the Union with approval, normal overtime must be paid.

Failure to follow these make-up day provisions will constitute a violation of the Agreement and ban that employer use of the make-up day for a twelve-month period. This make-up day provision is to be reviewed and re-evaluated annually and may be rescinded in its entirety at any contract anniversary.

(7) When working outside the jurisdiction of this contract, a contractor may choose to work a four-day work week, consisting of ten (10) hours each day at the regular rate of pay. **If more than 10 hours is worked in any one day, the work over 10 hours will be paid pursuant to the overtime provisions of this Agreement.**

8. When Christmas Day and New Year's Day, Thanksgiving Day, Labor Day, Memorial Day and also the 4th of July fall on any given weekday, the Contractor has the right with permission of the Union to work (4) ten (10) hour days **at the regular rate of pay. If more than 10 hours is worked in any one day, the work over 10 hours will be paid pursuant to the overtime provisions of this Agreement.**

If the Saturday prior to the holiday week and during the holiday week must be worked, the Contractor has the right to work with permission of the Union with these days being paid at the rate of time and a half, no make up days will be allowed for these 2 Saturdays based on the holiday week.

ARTICLE 5

WAGES

(a) The rate of wages/fringe benefits of Journeymen Plasterers covered by this Agreement shall be as follows:

Effective June 1, 2021 the total economic package for wage and fringe benefits shall be \$82.65 per hour. Effective June 1, 2022, wage and fringe benefits shall be \$85.12 per hour, and effective June 1, 2023, wage and fringe benefits shall be \$87.67 per hour and June 1, 2024 wage and fringe benefits will be \$90.30 per hour effective June 1, 2025 wages and fringes shall be \$93.00 per hour which shall be allocated between wages and benefits by the Union in its sole discretion.

For all swingstage work performed by Journeymen or Apprentice Plasterers, at least fifty cents (.50) per hour shall be added to their current wage rate.

Apprentice Wages:

1 st 6 months	50% of Journeymen's rate
6 months to 1 year	55% of Journeymen's rate
1 year to 1.5 years	60% of Journeymen's rate
1.5 years to 2 years	65% of Journeymen's rate
2 years to 2.5 years	70% of Journeymen's rate
2.5 years to 3 years	75% of Journeymen's rate
3 years to 3.5 years	80% of Journeymen's rate
3.5 years to 4 years	85% of Journeymen's rate

Apprentice shall receive 100% of the fringe benefit contributions

(b) This Agreement may be reopened by the parties hereto for the purpose of wages only on any ensuing anniversary date of the Agreement, provided that sixty (60) days' notice be given, by the party desiring to reopen for wages, to the other party prior to the anniversary date. If the Agreement is reopened for wages only, and no such Agreement is reached by the parties, the Contractor may cancel the Agreement and the Union may strike to ensure the wages demanded, provided that appropriate notices are given by the parties in accordance with the Taft-Hartley Act, as amended.

(c) In the event a Contractor chooses to pay any Journeymen or Apprentice a wage rate higher than that described above, such higher wage rate shall be paid to all Journeymen or Apprentices for all hours worked on the job. This does not apply to foremen or superintendents.

(d) When members of the Union are sent to a job but cannot work because material has not arrived or the job is not ready, the members shall receive from the Contractor at least two hours waiting time pay, except when such failure is not the fault of the Contractor. The members shall also receive wages for changing jobs. Employees must be on the job at least one hour to receive waiting time pay.

When employees are directed to report to a job and do not start due to inclement weather, they shall receive one hour of pay unless notified by the employer or his representative before leaving home that morning.

(e) All payrolls may be paid by check. If paid by check, the regular payroll form of check should be used, showing all deductions on a stub. The stub must show the employer's name and give the employee's Social Security Number and name in full. If the employee is paid in cash, the same stub requirement shall prevail. If an employee receives a check that is refused by the bank for insufficient funds or for any similar reason, the Union shall have the right to demand that the employees be paid in cash, certified check or cashier's check for the duration of the Agreement.

(f) When an employee is discharged, he shall be paid in full, except when layoff is caused by bad weather or other cause over which the Contractor has no control. When laying off men, it must be by 10:00 AM, Noon, or 2:00 PM, or the end of the workday. When an employee quits work of his own accord, he shall receive his pay upon the next regular pay day.

(g) 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 User Certification, and CPR Certification will be reduced by five percent (5%) until he/she attains all three certifications. The employee will then receive the full wage rate but will not be entitled to any 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 Cement Masons Local 502, Plasterers Area 5 Apprentice 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 whose wages were reduced based on this provision. Newly added members will be given a twelve-month period to attain the above certifications.

ARTICLE 6

TRUST FUNDS

(a) Welfare Fund. Effective June 1, 2021 Employers shall make Health and Welfare contributions (see attached addendum) per hour for each hour worked by all employees covered by this Agreement in addition to the wages herein stipulated plus such additional amounts as allocated by the Union from June 1, 2021, June 1, 2022, and June 1, 2023 and June 1, 2024 and June 1, 2025 total economic package in its sole discretion. This amount per hour shall be paid to the Cement Masons Local 502 Welfare Fund on or before the fifteenth (15th) day of the month following the month in which the work was performed. Said reports and contributions postmarked after the fifteen (15) day period shall be assessed liquidated damages amounting to fifteen percent (15%) of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

Further, in the event the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable cost incurred in the collection process, including court fees, audit fees, etc. Reasonable

attorney's fees shall mean: All reasonable attorney's fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b) Pension. Effective from June 1, 2021, Employers shall make Pension contributions (see attached addendum) per hour for each hour worked by all employees covered by this Agreement in addition to the wages herein stipulated plus such additional amounts as allocated by the Union from June 1, 2021, June 1, 2022 and June 1, 2023 and June 1, 2024 and June 1, 2025 total economic package in its sole discretion. This amount per hour shall be paid to the Cement Masons Local 502 Pension Fund on or before the fifteenth day of the month following the month in which the work was performed. Said reports and contributions postmarked after the fifteen (15) day period shall be assessed liquidated damages of fifteen percent (15%) in the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of fifteen percent (15%) waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorney's fees shall mean: All reasonable attorney's fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

Further, the Employer and the Union recognize that the financial health of the Pension Fund created by this Agreement is of crucial importance to both the employees and the Employer. Accordingly, the parties agree that, as a statement of principle, the Trustees should administer the Fund, consistent with their fiduciary duties, in a manner so as to preserve the Fund Assets as well as to minimize the possibility for withdrawal liability by any Employer.

(c) Apprentice Education and Training Fund. The rules and regulations governing Apprentices adopted by the Joint Apprenticeship Committee from time to time and approved by the Office of Apprenticeship and Training, United States Department of Labor shall be binding on the parties hereto and considered a part of this Agreement.

Effective from June 1, 2021, Employers shall make Apprentice Education and Training Fund contributions (see attached addendum) per hour for each hour worked by all employees covered by this Agreement in addition to the wages herein stipulated plus such additional amounts as allocated by the union from June 1, 2021, June 1, 2022, and June 1, 2023 and June 1, 2024 and June 1, 2025

total economic package in its sole discretion. This amount per hour shall be paid to the Cement Masons Local 502 Apprenticeship Fund on or before the fifteenth (15th) day of the month following the month which the work was performed. Said reports and contributions postmarked after the fifteen (15) day period shall be assessed liquidated damages amounting to fifteen percent (15%) of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

(d) Retirement Savings Fund. Effective from June 1, 2021, the Employer shall make Retirement Savings contributions (see attached addendum). This amount per hour shall be paid to Cement Masons Local 502 Retirement Savings Fund for each hour paid to Journeymen Plasterers and Apprentices covered by this Agreement in addition to the wages herein stipulated plus such additional amounts as allocated by the Union from June 1, 2021, June 1, 2022, and June 1, 2023 and June 1, 2024 and June 1, 2025 total economic package in its sole discretion. This amount per hour shall be paid on or before the fifteenth (15th) day of the month following the month which the work was performed. Said reports and contributions postmarked after the fifteen (15) day period shall be assessed liquidated damages amounting to fifteen percent (15%) of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

(e) Effective July 1, 2015 Employer's obligation to make contributions to the Chicago Plastering Institute shall cease. The Institute through its Trustees shall continue to disburse its surplus monies and properties for permissible purposes under 29 U.S.C. 175 (a) including grants in furtherance of improving employee education, skills, and training.

(f) Each Contractor adopts and agrees to be bound by all of the terms and provisions of the Restated Agreement and Declaration of Trust of the Cement Masons Local 502 Welfare, Cement Mason 502 Pension and Cement Masons 502 Apprentice Trust Funds; and the Restated Agreement and Declaration of Trust of the Plasterers Retirement Savings Trust, and the OPCMIA International

Training Fund as they may be amended, as fully as if the Contractor was an original party thereto. Each Contractor hereby designates as its representative on the Funds' Board of Trustees, the Employer Trustees named in the Trust Agreement, together with their successors. Each Contractor agrees to be bound by all actions taken by the Funds' Trustees pursuant to the powers granted the Trustees by their respective Trust Agreements.

The Health and Welfare Fund Trustees, Pension Fund Trustees, and Retirement Savings Fund Trustees shall have sole power to (a) construe the provisions of their respective Fund's Restated Agreement and Declaration of Trust and the rules and regulations, and all terms contained therein, including determining all disputes with respect to eligibility, the right to participate in benefits of the Funds, time and method of enforcement of contribution payments, audits of employer records, and such other related matters; and (b) any constructions or interpretations adopted and any determinations made by the respective Trustees for the respective Funds shall be final and binding upon all employers, employees, Fund participants, legal representatives, dependents and relatives of Fund participants, and all other persons and parties.

(g) Chicago Construction Safety Council. Effective June 1, 2021, Employers shall make Chicago Construction Safety Council contributions in the amount of One Cent (.01) per hour for each hour worked for all employees covered by this Agreement in addition to the wages herein stipulated plus such additional amounts as allocated by the Union from June 1, 2021, June 1, 2022, and June 1, 2023 and June 1, 2024 and June 1, 2025 total economic package in its sole discretion which shall be paid to the Chicago Construction Safety Council on or before the fifteenth (15th) day of the month following the month in which the work was performed. This Trust Fund is to be administered by the representatives of the various Industrial Associations.

(h) OPCMIA International Training Fund. Effective June 1, 2021, each Employer shall contribute and pay the sum of .013% of each year's total economic package per hour for each hour worked by all employees covered by this Agreement in addition to the wages here in stipulated. This amount per hour shall be paid to the OPCMIA International Training Fund on or before the fifteenth (15th) day of the month following the month in which the work was performed. Said reports and contributions postmarked after the fifteen (15th) day period shall be assessed liquidated damages amounting to fifteen percent (15%) of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorney's fees shall mean: All reasonable attorney's fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expense incurred by the Trustees.

ARTICLE 7

STEWARDS

Under the terms of this Agreement, shop stewards shall be appointed to every Contractor bound to this Agreement. The shop steward will be appointed by the Union and does not have to be currently employed by the Contractor; however, the Union will give preference to the employer's current workforce. If the Union determines it cannot find a qualified steward candidate from the employer's current workforce, the Union will inform the employer of its selection of a non-employee steward and the reason(s) for such selection.

The shop steward's responsibility will be to report, on a weekly basis, all plastering trade employees, their hours and job sites. This information will then be checked by a Union representative of that jurisdiction.

The shop steward shall be a Journeyman with at least one (1) year of experience. The Union will provide training to the shop steward as to his full duties. The steward shall not be discriminated against by reason of discharging his duties. He shall remain with the shop for the duration that the market of work allows, provided he performs his work duties as a Journeyman for the Contractor.

The authority of the steward is limited solely to the matters specified in this Agreement. The Union reserves the right to replace any steward at any time who has been found derelict in his duties. In the event a Contractor feels he has been aggrieved by the action of the Union, or the Contractor fails to cooperate with Union regarding this Article, both shall have the right to the recourse provided under Article 1 of this Agreement.

Any steward who is placed by the Union shall be subject to the same rights and duties as are set forth in this Article. The Union may also appoint job stewards as necessary under the same terms and conditions as the appointment of shop stewards.

ARTICLE 8

(a) All Contractors bound by this Agreement shall perform plastering work of every description through their own company, be it individual, partnership, or corporation.

To preserve work and job opportunities for employees covered by this Agreement, to protect other Contractors from unfair competition and to preserve the wages, fringe benefits and Trust Fund contributions provided herein, each Contractor agrees that no work or service of the kind, nature or type performed by employees represented by Cement Masons Local 502, Plasterers Area 5 and/or covered by this Agreement will be subcontracted or transferred in whole or in part to any other employer, person, independent contractor, or non-unit employee (hereinafter referred to as a "subcontractor") unless the subcontractor agrees to be bound by all terms and conditions of this Agreement or an Agreement with the International Union of Bricklayers and Allied Craft Workers Locals 56 & 74 of Illinois District Council No. 1 (hereinafter referred to as "BAC"). Each Contractor shall remain responsible for the payment of wages, fringe benefits, and Trust Fund contributions for all work transferred to or performed by any subcontractor to the same extent and in the same manner as if the work were performed directly by employees of the Contractor. Each Contractor agrees to notify Cement Masons Local 502, Plasterers Area 5 of any intent to subcontract or transfer bargaining unit work as soon as practical, but in no event shall such notice be given less than five days prior to the date that the subcontract is to take effect.

A Contractor's breach of this provision shall be sufficient grounds for the Union to cancel this Agreement with such Contractor by serving a 20-day written notice upon the Association and the Contractor involved, or the Union may elect to submit the matter to Arbitration in accordance with Article 1 of this Agreement. Nothing in the Article shall prevent or limit the right of the Trust Funds to pursue any remedy available under federal law.

(b) Any Contractor bound by the terms of this Agreement by virtue of his membership in the Contractor Association, and who withdraws from membership in the Association, shall be bound by all the terms and provisions of this Agreement for the duration of the Agreement or until as provided by law. Any Contractor hereafter joining the Association shall be immediately bound by all the terms and conditions of this Agreement subject to the provisions in Article 2.

(c) When there is a change in the management or ownership of the Contractor, notice shall be immediately given to the Union prior to the effective date of the change.

ARTICLE 9

(a) For plastering work of every description to be done on the job site, the Contractor shall contract with architects, engineers, general contractors, builders, or owners. The Contractor shall not contract with any architect, engineer, general contractor, builder, or owner for work to be done on the job site who are unfair to the Union or any other trade union in the building and construction industry.

When the above provision is violated by the Contractor, the Union need not submit the matter to arbitration in accordance with Article 1.

(b) Nothing in this Article shall be held or construed to deprive the Contractor from at all times having supervision of and general direction over his contracts, work, and employees, except as specifically stated herein.

(c) The Contractor shall be responsible for the plastering on the job for which he holds a contract.

ARTICLE 10

WORKERS' COMPENSATION AND BONDING

Section 1. For the purpose of insuring the employees covered by this Agreement the benefits of the Illinois Workers' Compensation Act and the Social Security Act, it is agreed that every employer, regardless of the number of men in his employ, shall elect to and become subject to and operate under the Illinois Unemployment Compensation Act, and shall provide workers' compensation insurance with a reputable insurance company and pay the sums required by the Laws of the United States for Social Security benefits.

Section 2. (a) All employers shall submit annually to the Secretary-Treasurer of the Union, and prior to the employment of any employee covered by this Agreement, a copy of the certificate of insurance covering such employees. This certificate shall have a thirty (30) day cancellation notice to the office of the Union from the employer. The Union also will require verification of workers' compensation insurance coverage from the insurance company insuring the risk.

(b) The foreman or employee shall notify his employer and the Union of any accident occurring on the job. The employer shall send a duplicate of the insurance report to the Union within 10 days.

(c) **Bonding:** Each employer signatory to this Agreement agrees at the time of execution of this Agreement to have procured a cash bond or surety bond in the principal sum as indicated below. Such bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the Cement Masons Local 502 for the benefit of employees employed by the employer and for those acting on the employer's behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension, Retirement, Dues Deductions, and Apprentice Training funds. This certificate shall have a sixty (60) day cancellation notice to the office of the Union from the bonding company. Such surety bond and/or cash bond shall be executed only on a uniform bond form furnished by the

Union and must be filed with the Union. The Business Manager shall have the right to raise the bond amount if the Contractor is further than 2 months in the rears on any monthly contributions.

Two or less employees:	\$10,000
Three to five employees:	\$30,000
Six to ten employees:	\$60,000
Eleven to twenty employees:	\$120,000
Twenty-one to thirty employees:	\$180,000

The surety bond and/or cash bond shall be increased by \$60,000 for every additional ten employees over thirty.

If a Contractor is required to increase its bond amount based upon the new requirement, such contractor has 60 days from the effective date of the Agreement to increase its bond by at least 50% of its new requirement and must have the full bonded amount in place.

Effective June 1, 2021, if an increase in bond amount is required, twenty (20) business days will be allowed to do so. The Union may withdraw unit employees from employers who fail to maintain the bond required by this Article. A list of all employers of plasterers having bonds shall be furnished to the Association by June 30 of each year. Until such bond is furnished to the Union, weekly payments shall be made directly to the proper entity covering all fringe benefits and dues deductions. Proof of effort to acquire such bonding will be required monthly. The employer assigns all right, title and interest in the bond to the Union and fringe benefit trust funds, which shall have a priority interest to such funds, and supersede the claims of all employers' creditors. All companies providing surety bonds shall be rated no less than a B+ by A. M. Best Co. All the foregoing are prerequisites to any employer employing any employees covered by this Agreement.

ARTICLE 11

Area 5's DUES

It is agreed that each employer will withhold from the earnings of each employee covered by this Agreement who has signed an authorization thereof, all sums as determined and reported by the Union to be necessary to maintain one's financial obligations to the Union. The responsibility for obtaining the signatures will be the function of the Union and will be held by the Union for verification by employers upon request. It is further agreed that the employer will forward this withholding to the office of Cement Masons Local 502 by the fifteenth (15th) day of the succeeding month for the current month's work, with an itemized rate form listing the name of each employee, Social Security Number, and the number of hours worked by said employee. Such form is to be furnished to the employer by the Union. The employer's breach of this Article shall constitute grounds whereby the Contractor may be cited before the Executive Board of Local 502, Plasterers Area 5 or the Joint Arbitration Board for violation of this Agreement.

ARTICLE 12

BRANCHES OF WORK

The Plasterer shall have jurisdiction over all classifications, including foremen and general foremen, who perform the following without limitation:

- A. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation, or any patent material when cast, the setting of same, also plaster corner beads when stuck must be done by Plasterers of the OPCMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applies; also taping and pointing of all joints, skimcoating (level 5) and all other methods, nailholes and bruises for veneer plaster regardless of the type of material or tools used; also, the setting in place of plasterboard, ground blocks, patent dots, cork plates, brownstones, and including temporary nailing, cutting, and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood, and any other imitation theme. All acoustic blocks, regardless of thickness, when stuck, mechanically fastened, or attached by any other means shall be the work of the Plasterer only. Also, the sticking, nailing, and screwing of all composition caps and ornaments shall be work of the Plasterer. The preparing, scratching, and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers of the OPCMIA, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the OPCMIA who are Plasterers. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, encapsulation and all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, all spray applied and or mastic applied thermal and acoustical, sound attenuation insulation products, including but not limited to sprayed fiberglass, sprayed cellulose, sprayed mineral wool, spray foam insulation, and all protective thermal barrier, ignition barriers and vapor barriers shall be the work of the Plasterers.
- B. All casting must be done by members of the OPCMIA. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing, and cleaning, whether done by hand, machine, or any other method, is recognized as the work of Plasterer, except a base six inches or less. This does not include such patching and brushing, no member of the OPCMIA shall be allowed to work to any corner beads that are put on beams, arches, or groin ceilings unless same are stuck by the Plasterer. This includes window heads and door heads.
- C. All cement plastering shall be supervised and executed by the Plasterer on walls, over and above six (6) inch base.
- D. Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools

used, or method of application, color of materials used and regardless of the type of base these materials may be applied to.

- E. All casting, installing, finishing, rubbing, and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OPCMIA.
- F. All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by members of the OPCMIA. All mortar boards must be raised at least eighteen inches above the scaffold.
- G. Casting shall be permitted as follows:
 - 1 Domes that do not exceed two (2) feet in diameter may be cast.
 - 2 Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
 - 3 Moldings clustered with enrichment may be cast.
 - 4 Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.
 - 5 Beams, columns, and pilaster shall not be cast unless they are totally enriched and have no members paralleling one another.
 - 6 On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Local Union.
 - 7 All small spandrels or panels under two feet, small caps and other similar work may be cast.
 - 8 All caps not exceeding two feet in diameter may be cast.
 - 9 Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
 - 10 Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.
- H. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification, or substitution for the work described above. In addition, Plasterers shall perform any and all work and use any and all new materials or techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.
- I. Plasterers shall also have jurisdiction over all preparatory, tending, and cleanup work performed in connection with all work processes of the Plasterer craft.
- J. Plasterers shall have jurisdiction over the waterproofing of plaster to create lamina (mesh and polymer enriched cement) and any other troweled coating over a plaster. Any cement and or plaster exterior cladding (barrier, concealed barrier and/or rain screen) that incorporates a plaster like finish appearance. Air barrier and/or water management systems of exterior walls, regardless of tools used to apply.

(d) The Shop Hands shall have jurisdiction over all classifications, including foremen and general foremen, who perform the following without limitation:

- A. Making of all templates for run-work to be used in shops; plaster model-making, setting of enrichments in models, the pointing and finishing of same shall be the work of the Model-Maker.
- B. Preparing of all models for molding, making molds, preparing, and casting from same in any material including plaster, cement, artificial marble and stone, composition, etc., shall be the work of the Mold Makers and Casters whether done in permanent shop or in shop on location.
- C. Modeling and sculpturing in any plastic material shall be the work of the Modeler or Sculptor. The enlargement of scale models may be done by the Modeler, Sculptor or Model-Maker.
- D. All ornamental forms to be recarved shall be done by the Modeler or Sculptor.
- E. Scale models, including Dioramas and relief maps may be done by the Modeler, Sculptor or Model-Maker.
- F. Cutting or carving of ornamental surfaces or sharpening of outlines of same shall be the Modelers' or Sculptors' work.
- G. "Scrafito" shall be done by the Modelers or Sculptors, except when the design is a geometrical one, such as Greek frets, guilloches, plain running dog, etc., which may be done by Modelers or Model-Makers.
- H. Any ornamental design which might be done mechanically may be done by the Modeler or Model-Maker, i.e., the scrolls on sides of brackets, Greek frets, key blocks, guilloches, etc.
- I. The pressing of clay in molds, the running of clay moldings, and clay backgrounds may be done by Modelers, Sculptors or Model-Makers.
- J. All models designed for use in any operation shall be considered the private property of the person who originally ordered such models whether owner or contractor and shall not be used again on any other operation without the consent of said owner or contractor.
- K. All blocking, stacking, adhering, and shaping of all foam.
- L. Local Unions may enter into agreements with their contractors which provide that molds or casts shall not be used or handled by journeypersons employed by the contractor and shall not be applied unless the models, casts or sculpturing have been made by contractors who as a consistent policy and practice pay to their employees at least the same wage rates (including fringe benefits) as those provided for in the local contract where such shop is located. Nothing in this section is to be construed as making the employees of such employer subject to the terms of the local agreement or as a requirement that they shall become members of an affiliated Local Union of the Association.
- M. Shop Hands shall also have jurisdiction over all work or process which represent technological change, replacement, modification or substitution for the work described above. In addition, Shop Hands shall perform any and all work and use any and all new materials or techniques used in the Shop Hand trade including but not limited to what is known as green or sustainable construction technology.
- N. Shop Hands shall also have jurisdiction over all preparatory, tending and cleanup

work performed in connection with all work processes of the Shop Hand craft.

Other Jurisdiction

In addition to the jurisdiction set forth above, the Union may organize the unorganized, even if such workers are not engaged in work traditionally associated with or allied to the work of the Plasterers and/or Shop Hands.

ARTICLE 13

SHOPHANDS WAGES & BENEFITS

Effective from June 1, 2021 and until different contribution are negotiated, at which time the Employers agree to be bound by such negotiations and to pay such amounts negotiated for the wages and benefits of Shophands only (see attached addendum), the Employer agrees to make Welfare, Pension, and Apprentice Education and Training contributions for each hour worked by all Shophand employees covered by this Agreement in addition to the wages herein stipulated. These amounts shall be paid to the Cement Masons Local 502 Health and Welfare Fund; Cement Masons 502 Pension Fund; and Cement Masons 502 Apprentice Fund on or before the fifteenth day of the month following the month in which the work was performed. Said reports and contributions postmarked after the fifteen (15) day period shall be assessed liquidated damages of fifteen (15%) in the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest or ten percent (10%) per annum or any other amount not to exceed 15% as determined by each individual trust fund from the due date until they are paid.

ARTICLE 14

MISCELLANEOUS

The Union and the Association subscribe to the standard Agreement between the Building Trades' Council and the CEA and to the Joint Conference Board established thereby.

No member or members of the Union shall leave his work because non-union men in some other line of work or trade, other than building construction, are employed on any building.

This Agreement shall not be construed to require individual members of the Union to work with non-union workmen engaged in building construction.

The Union shall have the right to take its men from any job for the purpose of collecting wages or fringe benefits due its members. Should there be a dispute as to the amount due, that dispute only shall be referred to arbitration as herein set forth.

There shall be no bargaining for commodities in lieu of cash. No employer shall attempt to set up his employees as subcontractors of labor only.

Before starting plastering work, the foreman plasterer will inspect all plaster bases for safety of construction. The foreman shall also check the scaffolding, equipment, and conditions for safety. Plaster base considered unsafe will not be covered with any plaster until the base is made safe and satisfactory to the foreman. The Union reserves the right to remove its members if unsafe conditions exist.

Members of Cement Masons Local 502, Plasterers Area 5 will work only for signatory contractors who will contract for plastering and who will assume full responsibility for the safety, proper materials, and workmanship of all plastering.

WORKING RULES

The following Working Rules are specifically made a part of the above Agreement. Any issues involving the meaning or application of these rules shall be submitted to the Joint Arbitration Board.

ARTICLE 15

JOURNEYMAN CONTRACTORS

Any person or firm who desires to employ members of Cement Masons Local 502, Plasterers Area 5 must qualify under the following regulations. They must appear before the Examining Board to verify their knowledge of the trade; they must show sufficient financial resources to be able to meet material bills, payrolls, and fringe benefit payments; they must furnish a Certificate of Insurance covering Workers' Compensation Insurance; they must furnish a wage, dues deduction, and fringe benefit bond from a reliable surety company in the amount as set forth in Article 10 to insure the payment of wages and fringe benefits at all times.

It shall be permissible for journeymen plasterers to become Contractors and still maintain their membership in Local No. 5 for the purpose of performing the work of plastering. It shall also be permissible for those employers now presently employing members of Local 502, Plasterers Area 5 to rejoin Local No. 5 for the purpose of performing the work of plastering. However, such self-employed journeymen must meet all of the same requirements as a Contractor who is not self-employed, i.e., he shall furnish Workers' Compensation Insurance, a wage, dues deductions, and fringe benefit bond, and he shall report and contribute to the dues and fringe benefit funds in a minimum amount of 100 hours per month.

He shall then sign a current Collective Bargaining Agreement with the Union, whereupon he shall be listed as a "Journeyman Contractor" by the Union. In the event such journeyman contractor should secure part time employment with another employer, any hours reported and paid for by said employer on his behalf shall be deducted from the basic 100 hour per month minimum.

Once recognized as a Journeyman Contractor, should such journeyman decide to discontinue being a Contractor, the journeyman is obligated to notify the Union by letter, whereupon his name shall be removed from the Contractor list and he shall cease acting as a Contractor.

Any member who engages in contracting without first appearing before the Examining Board and complying with the regulations necessary to be registered as a Contractor shall be subject to a fine.

Contractors admitted as members by Local Unions shall not be permitted to hold Local Union Office or to vote in Local Union elections. They shall not be permitted to act as a member representing the Union or any Committee having to do with collective bargaining or Union finances and shall not serve as a Delegate representing the Union to any convention, conference or council. Journeymen Contractors shall not vote on any financial questions.

ARTICLE 16

STANDARDS FOR CONVENTIONAL PLASTER

Section 1. Where no number of coats is specified, all plastering shall meet the requirement of the American Standards Association and be of a thickness not less than ½ inch. The proportions of gypsum and aggregate shall meet the requirement of the A.S.A. All sand and other aggregates shall be of a proper gradation and free from loam, silt and other foreign and injurious matters.

Section 2. Brown coat shall be done in a proper and workmanlike manner. All angles shall be screeded, with ceiling and walls rodded to a straight and even surface. On ordinary construction with ceiling heights of 8 feet, 6 inches or less, tops may be done first. On ceiling heights of more than 8 feet, 6 inches, the bottoms shall be done first, and the proper vertical and horizontal screeds shall be installed and shall be sufficiently firm before being worked upon. Where tops are done first, all angles shall be screeded before the wall area is filled out. On all walls that are longer than 25 feet, the angle at the ceiling shall be dotted out for screeding.

(a) On all jobs where mortar is machine applied, the ceilings where non-suction bases are used shall be three coat work. On walls and partitions done with machine applied mortar on on-suction bases and when the thickness applied is more than ½ inch, the work shall be done three coat work; this shall not apply to concrete ceilings.

Section 3. Where three coats is specified on any base, the following shall apply: the scratch coat shall be laid on to cover the lath not less than ¼ inch over the face of the lath; wire scratched to a uniformly rough surface, with corrugations not more than one inch apart, except where application is by machine. The scratch coat shall be thoroughly set before brown coat is applied. Broom scratch is not permitted. Metal lath shall be cross scratched. Wire scratchers shall be furnished by employers.

ARTICLE 17

RODS AND DARBIES

Section 1. Contractors shall furnish suitable lengths of rods, darbies, featheredges and cornice strips, the same to be kept in good condition at all times by the Contractors and cleaned by the journeymen and furnish locker room for journeymen's tools on the job. Journeymen Plasterers and Apprentices shall not be required to carry any tools other than their own outside of regular hours. Employees issued power tools and extension cords may be held responsible and accountable for such tools and cords. On jobs of one week or more, employers will provide a safe place for tools equal to a gang box with a lock or a locked room. Hasps shall have fastenings concealed. This does not establish a legal liability upon the contractor because of forcible entry and theft.

ARTICLE 18

HANDLING OF TOOLS

Section 1. The handling of tools, working machinery, and appliances shall be done by the journeymen and apprentices in the trade who are using the same in their work. All running molds without enrichment are to be made on the job by plasterers. One pattern each of molds having enrichments can be made in the shop. All molds must be horsed on the job. All molds can be used repeatedly.

Section 2. It shall be the duty of the foreman to see that proper water and drinking utensils are provided on each job over which they have charge. Where unsanitary conditions prevail on any job, employees covered by this Agreement are urged to cooperate with other tradesmen in having these conditions improved.

ARTICLE 19

CAST PLASTER

All plain moldings, plain caps, and breaks must be run in place. Enriched moldings may be stuck where it is not practical to run. All staff shall be stuck and pointed by Journeymen Plasterers and Apprentices. With coffer ceilings, plain or enrich molding may be stuck where such moldings do

not exceed six feet in its shortest dimension. Where staff is to be erected in angles, all angle screeds shall be plumbed and leveled, and all staff to be stuck to a line and made straight. All joints must be lapped with fiber wads.

All fiber reinforced gypsum (F.R.G.) castings and all glass reinforced gypsum (G.R.G.) castings shall be installed by Journeymen Plasterers or Apprentices.

In the event of a shortage of shop men resulting in the enforced idleness of plasterers through shortage of cast plaster ornamentation, it is agreed that the Contractor will furnish such ornaments as are necessary for the progress of the work. Such ornaments shall be made by contractors, who as a consistent policy and practice, pay to their employees at least the same wage rate (including fringe benefits) as those provided for in the Local contract where such shop is located.

ARTICLE 20

MORTAR BOARDS

Wherever it is practical, mortar boards shall be raised at least eighteen inches above the scaffold. The maximum size of mortar boards shall be five feet square. When finishing boards are not placed on the scaffold, gauging must be hawked by the laborer. The use of runway planks will not be allowed.

ARTICLE 21

OPEN BUILDINGS

From November 1st to April 30th, buildings being plastered must be enclosed and, if necessary, heated to protect materials from freezing.

ARTICLE 22

SAFETY MEASURES

All scaffolds shall be built in a safe and workmanlike manner to conform to the safety laws of the State of Illinois. Hard hats issued to the employees are the responsibility of the employees. If they are lost, stolen, or damaged due to carelessness of the employee, the employee will make restitution to the employer for the cost of the hard hat. The hard hat is a part of the employee's tools of the trade.

ARTICLE 23

ELEVATORS

All men working in elevator shafts shall be properly protected by a proper covering over them two stories above and one story below where they are working. Protective barricades must be placed across all windows and elevator shaft openings where sash and doors are not installed.

Where provision for elevator service is specified in building in course of construction, the use of the same must be provided for employees covered by this Agreement.

ARTICLE 24

EMPLOYMENT

Section 1. The parties to this Agreement agree that in the event there is a shortage of skilled mechanics in the plastering trade, the Employer shall first request the Union to supply such skilled mechanics and the Union will make every effort to furnish such skilled mechanics.

Section 2. Advertising for plasterers beyond the geographical area covered by this Agreement shall not be permissible without the prior written approval of the Joint Arbitration Board.

ARTICLE 25

HOLIDAYS

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

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Where one of the aforementioned holidays falls on Sunday, such holiday shall be observed on the following Monday. In the event federal legislation establishes national observance of any of the foregoing holidays either on a day other than the calendar day regularly observed in the past, or on a day which is substituted for such existing holiday, the nationally observed day shall be the holiday.

ARTICLE 26

SCHOOL OF PLASTERING

The parties agree to operate and maintain a school of plastering where either journeymen or apprentices can be given the opportunity to learn detail reading and the various features of ornamental plastering.

ARTICLE 27

APPRENTICE TRAINING

It is hereby agreed that employment and training of all apprentices shall be in conformity with "Apprenticeship Standards for the Plastering Industry of Chicago" as approved by the Federal Committee on Apprenticeship and said Standards are hereby made a part of this Agreement.

- (a) Effective June 1, 2021 Apprentices will be required to attend training school the months of November, December, January and February. For the period of 1 week per month. School will be held the second week of these four months. A \$100.00 a day stipend will be paid by the Union for the weeks of training. It is the Contractors responsibility for the Apprentice to attend training for these required months.

ARTICLE 28

BUSINESS MANAGER VISITING JOBS

The Business Manager or the Union's duly qualified representatives shall have the right to call on and interview the foremen, journeymen, or apprentices at work on any job where persons in this trade are employed.

ARTICLE 29

LEAD ABATEMENT

The parties recognize that lead abatement has traditionally been performed by plasterers. The parties recognize that lead abatement methods and procedures are changing and agree to work with government agencies and manufacturers to ensure that contractors and plasterers are properly trained and qualified. Lead abatement shall be conducted in accordance with OSHA approved standards and shall be performed in a safe and workmanlike manner at all times.

ARTICLE 30

TERMINATION

Subject to Article 5(b), this Agreement shall remain in full force and effect through May31, 2026 and shall thereafter continue in effect for three (3) year periods except as hereinafter provided. Either the Union or the Association may give a written notice to the other to modify or amend (renegotiate) this Agreement at least sixty (60) days, but no more than ninety (90) days prior to May 31, 2026, or the three (3) year anniversary thereof. Upon the giving of said notice to renegotiate, the Joint Arbitration Board shall meet promptly for the purpose of negotiating a modified, amended, or new Agreement. When a notice to renegotiate is given, unless a modified, amended, or new Agreement is reached between the Union and the Association, this Agreement shall continue in effect

until, and shall terminate on, the last to occur of the then effective expiration date, or a date specified in a written notice of termination given by either the Union or the Association. No member of the Association who has assigned its bargaining rights to the Association to bargain with the Union may give a notice to renegotiate or to terminate this Agreement while the assignment of bargaining rights is in effect. This Agreement may be terminated as to a non-member of the Association who is bound by this Agreement, effective on May 31, 2026, or on the three (3) year anniversary thereof by a written notice of termination given by either the Union or such non-member of the Association to the other at least sixty (60) days, but no more than ninety (90) days prior to the effective date of termination stated in the notice. Unless this Agreement is terminated in accordance herewith, this Agreement as modified or amended from time to time shall apply retroactively and shall be binding upon the Union, the Association, all members of the Association, and all non-members of the Association who are signatory to this Agreement.

ARTICLE 31

WORKING OUT OF THE DISTRICT COUNCIL

It shall be the responsibility of the Contractor to notify the Union when taking members of Plasterers Area 5 to work out of the district council or out of town, and that a pre-job conference must be held with the respective Unions on the payment and per diem of monies that the member will receive for traveling out of the district council or the State of Illinois.

SAVINGS CLAUSE

If any provision or section of this Agreement shall be held invalid by operation of law or by any court or tribunal or by legislative action, whether federal or state, the remainder of this Agreement or the application of such section or provision to persons or circumstances other than those as to which has been held invalid shall not be affected thereby and the signers agree to make such changes as are necessary to conform to such findings.

In all the respects, the current Collective Bargaining Agreement is hereby confirmed and ratified for the period beginning June 1, 2021 and expiring May 31, 2026.

APPENDIX A

The increase in the total economic package will be as follows:

June 1, 2021 through May 31, 2022

\$2.40 per hour

June 1, 2022 through May 31, 2023

\$2.47 per hour

June 1, 2023 through May 31, 2024

\$2.55 per hour

June 1, 2024 through May 31, 2025

\$2.63 per hour

June 1, 2025 through May 31, 2026

\$2.70 per hour

To be allocated with the sole discretion of the Union.

IN WITNESS WHEREOF, and in of the mutual promises of the parties hereto, and other good and valuable consideration, the parties have hereunto affixed their signatures this 28th day of MAY, 2021

MIDWEST WALL and
CEILING CONTRACTORS (MWCC) "NFP"
mw

Michael P. Wilson Sr
PLASTERERS NEGOTIATION
COMMITTEE, CHAIRMAN

CEMENT MASONS LOCAL 502
PLASTERERS AREA 5

Lawrence J. Friend Sr.