

**AGREEMENT**

**BETWEEN**

**MIDWEST WALL AND CEILING CONTRACTORS NFP**

**and**

**ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS  
OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, AFL-CIO**

**FOR THE PERIOD OF JUNE 1, 2021 THROUGH MAY 31, 2026**

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## AGREEMENT

This Agreement (the "Agreement") is effective June 1, 2021, by and between the present and future members of the Midwest Wall & Ceiling Contractors NFP ("MWCC" or "Association"), formerly known as the GDCNI/CAWCC, who assign to such Association the authority to represent them for collective bargaining purposes, together with such other employers who become signatory to this Agreement ("Employer" or "Employers"), and Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO ("Union"), successor for these purposes to the International Union of Bricklayers and Allied Craftworkers, Locals No. 56 and No. 74 of Illinois District Council No. 1. This Agreement is entered into 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; and to do all things directed toward the establishment and the maintenance of better relations between the Employer and the employees in this trade; for the maintenance of high professional standards; the combating of unfair practices; the elimination of unsatisfactory conditions in the trade; and for the purpose of settling all questions affecting the trade.

Expires: May 31, 2026

### ARTICLE I JURISDICTION

This Agreement shall cover the geographical area of Cook, DuPage, Lake, McHenry, DeKalb, Kane, Kendall, Will and Grundy Counties, Illinois.

### PRINCIPLES GOVERNING ARBITRATION BOARD

Both parties hereto this day adopt the following principles as an absolute basis for their Joint Working Rules and to govern the actions of the Joint Arbitration Board as hereinafter provided for, to remain in full force and for the duration of this Agreement.

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

## ARTICLE II ARBITRATION BOARD

A. There shall be a Joint Arbitration Board consisting of two appointees of the Union and two appointees of the Association. The Union and the Association shall each provide the other with written notice of the identity of their appointees within fifteen (15) days of the execution of this Agreement. The Union or the Association may replace either or both of their appointees at any time by providing written notice to the other party.

B. The Joint Arbitration Board shall set its own rules and shall determine the time and place of its meetings. The Joint Arbitration Board shall have the power to require any party to this Agreement, or any such representative or member of any such party, to appear before it and to present such testimony, documents, or information as may reasonably be required by it.

C. A quorum of the Joint Arbitration Board shall be one appointee from the Union and one appointee from the Association. If there is only one appointee present from either or both sides, that appointee shall cast the votes for himself and for his absent co-appointee, so that the Union appointees will always cast two votes and the Association appointees will always cast two votes.

D. A "grievance" is defined as any controversy, complaint, disagreement, misunderstanding, or dispute as to the interpretation, application, or observance of any of the provisions of this Agreement.

E. Any grievance arising during the term of this Agreement must be brought to the attention of the Employer or the Union against whom the grievance is raised within fifteen (15) working days after the grievance becomes known, or after it reasonably should have become known. The Union and the Employer shall seek to resolve or settle the grievance promptly and any settlement reached at this level shall be considered final and binding on the parties.

F. If the parties cannot adjust the grievance within fourteen (14) calendar days of when it is presented, it shall be submitted to the Joint Arbitration Board, which shall hear the grievance within thirty (30) calendar days. A majority decision of the Joint Arbitration Board on the grievance shall be considered final and binding. Each side shall be entitled to an equal number of votes.

G. If the Joint Arbitration Board is unable to resolve the grievance, either party may submit the dispute to binding arbitration by providing the other party with written notice of such submission within ten (10) calendar days of receipt of notice that the Joint Arbitration Board has been unable to resolve the

grievance. The parties to the grievance shall have one (1) week from the time the grievance is submitted for arbitration to attempt to agree on an arbitrator to resolve the dispute. If no such agreement is reached, the party which has submitted the matter to arbitration shall, within seven (7) working days, request that the American Arbitration Association provide the parties with a list of five (5) arbitrators available to hear and decide the issue, each of whom must be a member of the National Academy of Arbitrators. The parties to the dispute shall alternately strike names until a single arbitrator remains, and that arbitrator shall be designated to decide the dispute. Unless they can agree, the parties will use a coin flip or some similar method to decide which shall have the first strike.

H. Except as modified by the foregoing provisions of the Agreement, the arbitration shall be conducted pursuant to the rules then in effect for the American Arbitration Association. The fee of the arbitrator and any related expenses shall be divided equally between the parties.

I. The Joint Arbitration Board, or any arbitrator selected in accord with this Article, shall have full power to enforce this Agreement and may impose such awards, orders, damages, lost wage damages, fines, sanctions, penalties, and other remedies as the Joint Arbitration Board or arbitrator deem appropriate.

### ARTICLE III RECOGNITION

A. The Employer recognizes the Union as the bargaining representative for all Journeymen Plasterers and Apprentices in the employ of the Employer, who are engaged in any and all work covered by this Agreement. The Employer is required to notify the Union of opportunities for employment with such Employer and shall give the Union the opportunity to notify qualified applicants for such employment, provided, however, that neither the Employer 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. Nor shall the Employer or the Union discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, handicap or sex. This article shall not be construed to deny the Employer the right to select employees of his own choosing.

B. If, during the term of this Agreement, the Union enters into a collective bargaining agreement with another construction industry employer or group of employers which provides for wage rates or economic fringe benefits or work rules more favorable to such employer than the corresponding provisions of this Agreement, the parties to this Agreement will meet promptly to draft an amendment to this Agreement incorporating such more favorable provisions; except that the Union may enter into a collective bargaining agreement which provides more favorable wage rates, economic fringe benefits, or work rules for a period of up to one (1) year to an Employer which was organized by means of an NLRB election or verification of representation cards and which was not previously party to a collective bargaining agreement with the Union, and such action by the Union will not require an amendment to this Agreement incorporating such more favorable provisions.

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

C. On all jobs covered by this Agreement, the Employer shall give priority in hiring based on experience in the industry and the geographical area such that where available, after three (3) men at least (50%) of the employees on each job shall have had prior experience working for a Employer which is party to this Agreement and shall maintain their permanent residence within the geographical jurisdiction specified in Article I.

D. 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 the Union 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 to an Agreement with Operative Plasterers and Cement Masons Local 502, Plasterers Area 5 (hereinafter referred to as "Local 5"). 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 was performed directly by employees of the Contractor. Each Contractor agrees to notify the Union and Local 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.

#### ARTICLE IV UNION SECURITY AND CHECK-OFF

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the eighth day following the beginning of such employment become and remain members in good standing in the Union. Each Employer shall notify the Union prior to the hiring of any new employee, giving the employee's name, address, and Social Security number, so that the Union may advise the newly hired employee of the requirements 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.

B. Union Membership Status: Employees who do not become members of the Union as required above, or whose membership is terminated by the Union by reason of the failure of the employee to tender or pay initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be continued in the employ of any Employer under this Agreement.

C. The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union, the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's dues subject to check-off. The sum or sums shall be payable to the Union, the International Union with which the Union is affiliated, or to any affiliate of its International Union, as designated from time to time by the Union. The Employer shall also deduct from the wages of each

employee who has signed a voluntary check-off authorization form for this separate purpose, and transmit monthly to the Bricklayers and Allied Craftworkers Administrative District Council 1 of Illinois Local Political Committee ("LPC"), or to any agency designated by the Union for the collection of such money, the sum for each hour paid which the Union has specified, or specifies from time to time, and so advises the Employer in writing, as each employee's contribution to the LPC. The sums transmitted for each of these purposes shall be accompanied by statements, in a form specified by the Union, reporting the name of each employee whose dues, and each employee whose LPC contributions, are being paid and the number of hours during the applicable month for which each such employee has been paid.

## ARTICLE V 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 8:00 A.M.

B. For payroll purposes, the work week is from Monday, 8:00 A.M. to the following Monday 7:59 A.M. A regular work week shall constitute 40 hours worked between Monday and Friday. The regular daily hours of employment shall be eight hours of work between 8:00 A.M. and 4:30 P.M. with one-half hour for the lunch period, Monday through Friday. By mutual agreement between the Employer and the Union, the starting time may be advanced to but not earlier than 6:00 A.M., and the quitting time shall be eight and one-half hours after the starting time. No job shall start earlier than 6:00 A.M. and neither the Union nor the Contractor shall be responsible for obtaining or paying premium pay if an employee reports for work earlier than 6:00 A.M. Written notice of the job, the location, and the working hours shall be given by the Employer to the Union for each job at least twenty-four (24) hours before commencing work on any job greater than one day in duration. It is the intention of both the Employer and the Union that such variable starting time not be abused by either party, but rather to re-state the basic principle of eight hours work for eight hours pay.

No work shall be performed on Sunday or on any of the following six holidays or the day observed as such holiday: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, without the permission of the Union. When such permission is granted, double-time shall be paid for the work performed on these days. No work shall be performed on Labor Day except in cases of dire emergency and with the consent of the President of the Union.

Where one of the foregoing 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.

When overtime work is required during a regular work week, Monday through Friday, the first four hours of such overtime work shall be paid at the rate of time and one-half the hourly rate. Also, should overtime be required on Saturday, the first eight hours shall be paid at the rate of time and one-half. Any overtime work required outside of the first four hours on a regular workday or beyond the first eight hours on Saturday, shall be paid at the rate of double time. The Employer 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. This provision does not apply to the foreman. 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 P.M. of the following work day.

No work shall be done under any consideration between the hours of 4:30 P.M. and 5:00 P.M., except on jobs that have been certified as overtime.

C. On jobs where an owner or general Employer has requested a work week of five ten-hour days, Monday through Friday, the following conditions shall apply: (1) the job shall be of at least five days' duration; and (2) no work shall begin until the Employer and the Union shall have agreed to the terms of such work and shall have reduced the agreement to writing. When such conditions have been met, the pay scale for such work shall be the regular hourly pay for the first eight hours and time and one-half for the last two hours. This understanding shall not be construed as to permit anything other than double time on any other overtime work.

D. All employees performing work on a shift basis, or outside of regular working hours, will be paid a 5% premium over their regular rates of pay. To be classified as shift work or work performed outside of regular hours, work shall begin no later than 6:00 P.M. These shift provisions shall apply only to the regular work week, Monday through Friday. This applies to the first eight hours of pay with additional hours subject to the overtime provisions in Article V. The minimum number of days for such work would be four, except that a single shift day may be worked on Friday only. No employee shall be required to work on any after hours shift one night and a day shift the following day.

E. The Employer may have a year-round 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 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/she 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 Employer to the Union in writing or by fax before 2:00 P.M. 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 from use of the make-up day for a twelve-month period subject to approval by the Arbitration Board. This make-up day provision is to be reviewed and re-evaluated annually and may be rescinded in its entirety at any contract anniversary.

F. When an Employer works outside the geographic jurisdiction specified in Article I, it shall be the responsibility of the Employer to notify the Union in writing within 10 days of starting work of its intent, and the Employer shall give written confirmation to the affected employees, with a copy to the Union, as to the wages and benefits, and any additional payments and per diem monies the employees will receive for traveling out of the area.

G. During the weeks that include Thanksgiving Day, Labor Day, Memorial Day, Christmas Day, New Year's Day, and July 4, when any of those six holidays fall on a weekday, the Employer may, with permission from the Union, work ten hour days on the other four weekdays of that week at the regular rate of pay. Any work beyond ten hours in one day will be paid pursuant to the overtime provisions of this Agreement. If the Employer schedules work on the Saturday before the week of any of the six designated holidays, or on the Saturday of the week of any of those holidays, it must receive permission from the Union; and with such permission, work up to eight hours on those days will be paid at the time and a half rate, and any work beyond eight hours will be paid at double time. The provision for makeup days will not apply to work on the Saturdays of and preceding a holiday week.

## ARTICLE VI WAGES

A. Journeymen Plasterers within the territorial jurisdiction specified in Article I shall be paid \$82.84 per hour effective June 1, 2021 July 1, 2022, with benefit fund contributions to be as set forth in Article VII, Section C and the remaining amount to be paid on the check. Raises of \$2.49, \$2.56, \$2.64, and \$2.72 per hour shall become effective June 1, 2022, June 1, 2023, June 1, 2024, and June 1, 2025 respectively, with the allocation of those increases between wages and benefit fund contributions, and among the various benefit funds, to be determined by the Union.

B. Foreman:

The foreman shall be the agent of the Employer and be selected by him. The shop foreman or superintendent shall be a journeyman for at least three (3) years immediately prior to his appointment as shop foreman or superintendent. The job foreman shall be a journeyman for at least two (2) years prior to his appointment. He shall be subject to the terms of this Joint Agreement, and its working rules, applicable to all employees covered by this Joint Agreement. The foreman may have general direction and supervision over the work, and may have the right to hire and discharge. He shall not discriminate against any member because of race, color, religion, national origin, age, handicap or sex in his hiring and discharging practices. He shall be a competent mechanic of the trade. There shall be a foreman for each additional twenty (20) men. Compensation for Foremen shall be 6% above the Journeyman's scale.

C. Apprentice Wages:

50% of Journeyman's wage scale for 1st six months

60% of Journeyman's wage scale for 2nd six months

70% of Journeyman's wage scale for 3rd six months

80% of Journeyman's wage scale for 4th six months

90% of Journeyman's wage scale for 5th six months

95% of Journeyman's wage scale for 6th six months

D. The hourly wages of any employee covered by this Agreement who does not possess an OSHA 10 Hour Certification, Scaffold User Certification, and CPR Certification will be reduced by 5% until he obtains all three certifications, and the employee will then receive the full wage rate but will not be entitled to any retroactive payments. During the period that any such reduction in the wage rate of an employee is in effect because the employee does not have the necessary certifications, the Employer shall pay to the District Council Training Center Fund, on a monthly basis and accompanied by a form to be provided by the District Council Training Center Fund, an amount equal to the gross amount of the reduction in wages paid to each employee whose wages were reduced based on this provision.

E. 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 the reopen for wages to the other party previous to such anniversary date. If the contract is reopened for wages only, and no such agreement is reached by the parties, the Employer may cancel the wage agreement and the Union may strike to secure the wages demanded, provided that appropriate notices are given by the parties in accordance with the Taft-Hartley Act, as amended.

F. In the event Employer agrees to pay any Journeyman or Apprentice a wage rate higher than that described above, such higher wage rate shall be paid to all Journeymen or Apprentices on the job. This does not apply to foremen or superintendents.

G. When members of the Union are sent to a job and cannot work on account of failure of material to arrive or the job is not ready, they shall collect from the Employer at least two hours waiting time, except when such failure is not the fault of the Employer; they shall also receive wages for changing jobs. Employees shall be on the job at least one hour to be eligible to demand such waiting time.

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

H. All payrolls may be paid by check and if paid by this method, the regular payroll form of check should be used, showing all deductions on a stub, which stub must show the Employer's name, and giving employee's Social Security Number, or name in full. If the employee is paid in cash, the same stub requirements shall prevail. Should an employee fail to receive his wages on pay day, he shall immediately report same to the Union with all facts concerning the case. The Union is permitted to stop any job for non-payment of wages and fringes (anything to the contrary in this Agreement notwithstanding), and no employee shall be requested or required to work on said job for the Employer until all the wages have been paid in full. Thereafter, the employees shall be permitted to return to their jobs without discrimination or reprisal.

I. 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 Employer has no control. When laying off men, it must be by 9:45 A.M., 2:15 P.M., or 4:15 P.M. When an employee quits work of his own accord, he shall receive his pay

upon the next regular pay day.

## ARTICLE VII TRUST FUNDS

A. The following Trust Funds have been established under the terms set forth in agreements and declarations of trust between and among certain trustees as amended from time to time: Administrative District Council 1 Pension Fund; Administrative District Council 1 Welfare Fund; Illinois District Council 1 – Mason Contractors of Greater Chicago Labor Management Cooperation Committee Trust; District Council Training Center Fund; International Masonry Institute; Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund; Bricklayers and Trowel Trades International Pension Fund; Market Recovery Labor-Management Cooperation Committee; and Chicagoland Construction Safety Council. The Construction Industry Service Corporation may also receive payments or contributions as may be provided and allocated, with such payments or contributions to be made, and all related terms and obligations to exist, pursuant to the terms of this Article VII with respect to the designated Trust Funds.

B. The Employer and each employer bound to this Agreement (hereinafter referred to as the "Employer") agree to be bound by the terms of those agreements and declarations of trust and any amendments to them, agree to the appointment of the current trustees and their successors appointed in accordance with the trust agreements, and agree to and ratify any action taken by the current trustees and their successors, including the appointment of any additional or successor trustees who shall administer the various trusts, but excluding any action which is prohibited by statute or will divert the assets of the funds from the purposes for which they were created.

C. Effective June 1, 2021, the Employer shall contribute the amounts specified per hour for work performed by all employees covered by this Agreement, which amounts shall be used for the purposes of the particular fund in accordance with the agreement and declaration of trust establishing each such fund:

- |   |         |
|---|---------|
| (1) Administrative District Council 1 Pension Fund:   | \$12.00 |
| (2) Administrative District Council 1 Welfare Fund:   | \$11.70 |
| (3) District Council Training Center Fund:  | \$ .45  |
| (4) International Masonry Institute:  | \$ .82  |
| (5) Illinois District Council 1 – Mason Contractors of Greater<br>Chicago Labor Management Cooperation Committee Trust: | \$ .10  |
| (6) Bricklayers and Trowel Trades International Pension Fund,<br>including PPA:   | \$ 1.05 |
| (7) Bricklayers and Stone Masons of Illinois District Council<br>No. 1, B.A.C. Annuity Trust Fund:                      | \$ 7.93 |

(8) Market Recovery LMCC

\$ .18

(9) CISCO:

\$ .01

Notwithstanding anything to the contrary in this Article VII, Section C or elsewhere in this Agreement, contributions to the Annuity Fund shall include the premium rates included in the wages paid to employees. By way of example, if an employee works forty hours at straight time and four hours at time-and-a-half during a given week, that employee will receive the equivalent of forty-six hours' pay and the Annuity Fund contribution on behalf of that employee for the week will also be equivalent of forty-six hours. Nothing in this provision concerning contributions to the Annuity Fund will affect the manner in which contributions are determined or paid to any fringe benefit fund other than the Annuity Fund.

D. The Employer shall remit fringe benefit fund contributions to the IUBAC DC#1 Reciprocity Account (lockbox) as agent of the benefit funds, which will receive them on behalf of the benefit funds, along with a remittance report form as provided by the Union. The Local 56 Administrative Office, as agent of the benefit funds, shall make disbursements to the appropriate fringe benefit funds. If the employee on whose behalf contributions are made is a participant of one of the trust funds with which the local pension and welfare funds have a current reciprocal agreement, the designated contributions shall be made to those fringe benefit funds. The remittance report shall include the name, Social Security number and Local Union affiliation, if any, of each employee on whose behalf contributions are made. It shall also set forth the number of hours each such employee worked during the reporting period. Copies of all remittance reports shall be provided to the Union by the Employer.

E. The Association shall have the right to examine curriculum and procedures of the Apprentice Trust Fund and to suggest changes in same.

#### ARTICLE VIII STEWARDS

The steward shall be the representative of the Union. He shall be a member in good standing of the Local in the jurisdiction where the work is being performed. He shall be chosen by the Union Representative in the district where the work is being performed, and the Employer shall place him on the job if he was not already working for the Employer. When two (2) foremen are required on a job in accordance with the Joint Agreement, or on any job, an additional steward shall be appointed from the men on the job by the Union Representative. The steward shall be a journeyman for at least one year prior to this appointment, and must be qualified to perform the work assigned by the Employer to its employees. He shall be permitted to examine the dues cards of any employee coming on the job. The steward shall not be discriminated against by reason of discharging his duties. He shall remain on the job for the duration, provided he performs his work as a journeyman for the Employer. He shall see that the terms of this Agreement and Working Rules are complied with by both parties. He shall report weekly to the Union the names of the men on the job or shop in which he is steward, together with the hours worked by them. In addition to the job steward, the Union may appoint a shop or company steward for each Employer.

The authority of the steward is limited solely to matters specified in this Agreement. The Employer will permit him to have access at all times to the plans and specifications of the job upon which he is acting

as steward. The Employer shall notify the Union at least 24 hours before the start of any job. The Union reserves the right to replace any steward who has been found derelict in his duties and such steward may be appointed by the Union, whether or not he has been employed by the Employer. In the event the Employer feels he has been aggrieved by the action of the Union under this section, he shall have the right to recourse as provided in Article II 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.

It shall be the duty of the steward to see that proper water and drinking cups are provided by the Employer on each job over which they have charge. Where unsanitary conditions prevail on any job, steward shall report same to Union.

## ARTICLE IX EMPLOYERS

A. All members of the Association bound by this Agreement shall perform plastering work of every description through their own company, be it individual, partnership, corporation, limited liability companies, joint ventures or other legal entities. If an Employer member, bound by this Agreement performs plastering work covered by this Agreement, by or through any other corporation, firm, partnership, joint business venture, limited liability companies, joint ventures or other legal entities or other individuals in which the Employer has a financial or other proprietary interest, such work shall be done and performed under the terms of this Agreement. A breach of this provision by any Employer member of the Association shall be sufficient grounds for the Union to cancel this Agreement with such Employer member by serving a 10-day written notice upon the Association and the Employer involved.

B. Any Employer bound by the terms of this Agreement by virtue of his membership in the 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. Any Employer hereafter joining the Association shall be bound by all the terms and conditions of this Agreement subject to the provisions in Article II, as an incident of his membership in the Association.

C. When there is a change in the management or ownership by the Employer, notice shall be immediately given to the Union prior to the effective date thereof, in order to give the Union the opportunity to enter into such contractual negotiations as may be necessary.

D. For plastering work of every description to be done on the job site, the Employer shall contract with architects, engineers, general contractors, builders or owners. The Employer 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 Employer, the Union need not submit the matter to arbitration in accordance with Article I.

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

F. The Employer shall be responsible for the plastering on the job for which he holds a contract.

G. Any person or firm who desires to employ members of the Union 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 (when required) from a reliable surety company in an amount determined by the number of employees to insure the payment of wages and fringe benefits at all times.

H. A Journeyman Plasterer may become a contractor and still maintain his membership in the Union and the bargaining unit for purposes of performing work covered by this Agreement. Such an individual must sign a current collective bargaining agreement with the Union and must report and contribute on a minimum of 100 hours per month to each of the trust funds identified in Article VII, Section C, and as the working dues payment. If such an individual secures employment with another Employer, any hours reported and paid for that individual by the other Employer shall be deducted from the 100 hour per month minimum.

#### ARTICLE X WORKERS' COMPENSATION AND BONDING

A. For the purpose of ensuring the employees covered by this Agreement receive the benefits of the Illinois Workers' Compensation Act, and also the benefits of the Social Security Laws of the United States, 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.

B. All Employers shall submit annually to 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 10-day cancellation notice to the office of the Union from the Employer. The Union also will require a verification of such Workers' Compensation insurance from the Industrial Commission of the State of Illinois, and the insurance company insuring the risk.

C. The foreman or employee shall notify his Employer of any accident occurring on the job, and also the Union. The Employer shall send a duplicate of the insurance report to the Union within 10 days.

D. Payment Bond:

1. Each Employer must furnish a satisfactory surety company's bond to guarantee payment of all obligations under this Agreement.

2. The bond shall be in the amount of \$10,000.00 if the Employer has two (2) employees or fewer working under this Agreement; in the amount of \$30,000.00 if the Employer has three (3) to five (5) such employees; in the amount of \$60,000.00 if the Employer has six (6) to ten (10) such

employees; in the amount of \$120,000.00 if the Employer has eleven (11) to twenty (20) such employees; in the amount of \$180,000.00 if the Employer has twenty-one (21) to thirty (30) such employees; and shall increase in increments of \$60,000.00 for each additional ten (10) employees. The determination of the number of employees working under the Agreement for purposes of setting the amount of the bond will be based on the largest number of such employees within the preceding twelve month period, and shall include any corporate officer or shareholder who works with the tools.

If, after the obligation to provide the bond arises or after the Employer provides the bond, the number of employees working for the Employer under the Agreement increases to a number that requires a bond in a higher amount, the Employer must post a bond in that higher amount or increase the size of its bond to that level; and if the number decreases, the bond amount may be decreased by order of the Joint Arbitration Board.

The Union may, at its sole discretion, accept a bond in a lesser amount than provided in this section, or not require the Employer to increase the amount of an existing bond, and no such action by the Union as to one Employer but not another Employer will be deemed to violate any provision of the Agreement. Any action of the Union in accepting a bond in a lesser amount than provided in this section, or not requiring an increase of an existing bond, shall be subject to challenge by the Association through the Joint Arbitration Board.

3. The Union may, at its sole discretion, accept a cash bond, irrevocable letter of credit, or other security instrument that it deems proper, and if such an alternate form of security is provided and accepted, all references in this Article and elsewhere in this Agreement to a "bond" shall be deemed to apply to such alternate form of security.

4. Notwithstanding anything to the contrary elsewhere in this Agreement, the Union is not required to utilize the grievance or arbitration procedure if an Employer fails to provide a bond in the proper form and amount within ten days of the time the Union submits a written request to the Employer to do so. The Union may, upon expiration of such ten days, seek immediate relief in any court of proper jurisdiction. If the Union utilizes this provision of the Agreement to obtain an order from a court requiring an Employer to furnish a payment bond, the Union shall be entitled to recover from that Employer all reasonable legal fees and cost incurred, and shall be entitled to recover such fees and costs as a part of the legal action without resort to the grievance or arbitration procedure.

Notwithstanding anything to the contrary elsewhere in this Agreement, if an Employer that is required to post a bond fails to do so within ten days of the time the Union submits a written request to the Employer to do so, the Union may, at its sole discretion, withdraw the employees of the Employer or take other economic action, and may publicize its dispute with the Employer regarding the obligation to post a bond. The Union's rights to engage in such actions and to take other steps as described in this Section to obtain a bond are cumulative. No decision or action by the Union to use one or more methods of seeking to obtain a bond from one Employer but not from another Employer will be deemed to violate any provision of the Agreement.

An Employer that is not in compliance with the bond obligation is prohibited from performing any work within the Union's geographic and craft jurisdiction, but an Employer will not be relieved of

the bond obligation by ceasing such work and all enforcement mechanisms provided here shall remain available to the Union regardless of whether the Employer ceases such work.

5. No new contract will take effect until the Employer provides the required bond. The President of the Union will have the discretion to allow a contract to become effective before a bond is provided and the exercise of this discretion shall not be deemed to violate any provision of this Agreement; but any such action of the Union shall be subject to challenge by the Association through the Joint Arbitration Board. All provisions of Article X, Section D, Subsection 4 shall apply to bonds posted or required pursuant to this subsection except that if the President of the Union has exercised his discretion to allow a contract to become effective before a bond is provided, then in addition to the enforcement procedures and remedies provided in Subsection 4, the Union may cancel the contract before the Employer has provided the required bond, which cancellation will be effective upon the Union giving the Employer written notice that it is exercising this right.

6. If any party to this Agreement believes there is a reasonable possibility that obligations under this Agreement will go unpaid and will be lost unless a bond in a higher amount than provided for in Subsection 2 is provided, that party may present the question to the Joint Arbitration Board and the Joint Arbitration Board, after considering all evidence and arguments it considers proper, may require the Employer to obtain and provide a bond in a higher amount than provided for in Subsection 2. In determining whether a bond in a higher amount should be required under these circumstances, the Joint Arbitration Board may consider that the Employer, or an owner or principal of the Employer, is or was associated or affiliated with an Employer that failed to satisfy obligations on a previous occasion. If the Joint Arbitration Board rules an Employer should obtain a bond in a higher amount pursuant to this subsection, the Employer must do so within ten days of receipt of written notice of such decision by the Joint Arbitration Board and if the Employer fails to do so, the Union may then utilize the procedures set forth in Subsection 4.

7. The bond shall be in such form as the Joint Arbitration Board may prescribe from time to time. The Union will have the discretion to accept a bond in a different form, and the exercise of this discretion shall not be deemed to violate any provision of this Agreement.

8. If a bond is posted, delinquencies or unpaid obligations occur, recovery is sought against the bond, and the total obligations exceed the amount of the bond, payment shall be apportioned among all obligations on a pro rata basis, whereby each obligation will be paid at the same percentage, unless the Joint Arbitration Board provides for a different distribution formula.

## ARTICLE XI MISCELLANEOUS

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, the matter shall be referred to arbitration as herein set forth. If employees are withdrawn from any job in order to collect wages or benefit fund contributions, the Employer shall pay the employees affected by such stoppage of work for up to 16 hours' lost time provided the Union gave the Employer at least two days' written notice, by fax, email, or hand delivery, of the intention to remove employees.

No Employer shall enter into a contract to furnish labor only. 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.

Members of the Union will work only for recognized plastering Employers who will contract for plastering and who will assume full responsibility for the safety, proper materials and workmanship of all plastering.

## ARTICLE XII SCOPE OF WORK

The following comprises the work jurisdiction of the Union: The installation of all interior or exterior plastering of all types including but not limited to: conventional plaster; cement plaster; plain and ornamental; stucco; and the preparation, installation, repair and remediation of all E.I.F.S. systems; and all similar materials pertaining to the plastering industry or any patent material when cast, the setting of same, fireproofing, and also corner beads when stuck; all artificial marble work when applied in plastic form; the covering of all walls, ceilings, soffits, piers, columns or any part of construction of any sort when covered with any plastic material in the usual methods of plastering; the setting of plasterboards, ground blocks, patent dots, cork plates, Styrofoam, brownstone, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same; all taping and pointing of all joints, nail holes and bruises in wallboard that is to be covered in its entirety, regardless of the type of materials or tools used; all acoustic blocks when stuck with any plastic materials, regardless of thickness; the sticking, nailing and screwing of all composition caps and ornaments; all cornices, molding, coves, and bull nose run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel or substitute for same; all waterproofing work such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used, or the method of application or color of materials used and regardless of the type of base these materials may be applied to; and all synthetic plasters such as Radex, Kadex, Covercoat etc. All lead abatement and encapsulation, in addition, all assignments mutually agreed upon between the Employer and the Union as well as all other work assignments on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

## ARTICLE XIII WORKMANSHIP

- A. All work shall be done in a good and workmanlike manner and the employer shall allow a reasonable amount of time to have the same so done.
- B. On any building, the plasterers must not reach below scaffold level during the operation of the work.
- C. On any part of a building where it is too dark for a plasterer to complete his work, sufficient light must be furnished at all times.

ARTICLE XIV  
PLASTERING FOR CERAMIC TILE

All preparation work for ceramic tile shall be performed by a B.A.C. member. In the event there is a dispute in the application of this Article, the Employer and the Union shall meet to discuss work assignments.

ARTICLE XV  
RODS AND DARBIES

A. Employers shall furnish suitable lengths of rods, darbies, featheredges and cornice strips, the same to be kept in good condition at all times by the Employers 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 Employer because of forcible entry and theft.

ARTICLE XVI  
HANDLING OF TOOLS

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 moulds without enrichment are to be made on the job by plasterers. One pattern each of moulds having enrichments can be made in the shop. All moulds must be horsed on the job. Cove moulds and splay moulds can be used repeatedly.

ARTICLE XVII  
CAST PLASTER

All plain mouldings must be run in place, also plain caps and breaks must be run on job. Enriched mouldings may be stuck where it is not practical to run. All staff shall be stuck and pointed by journeymen plasterers and apprentices. In such case as coffer ceilings, plain or enriched mouldings may be stuck where such mouldings 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.

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 by both parties to this Agreement that the Employer will furnish such ornaments as is necessary for the progress of the work. Such ornaments shall be made by Employers, 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 XVIII  
SAFETY MEASURES

All scaffolds shall be built in a safe and workmanlike manner to conform with all local, State, and

Federal safety laws and shall be strictly observed by both Employer and employee. 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 XIX 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 buildings in course of construction the use of the same must be provided for employees covered by this Agreement.

#### ARTICLE XX EMPLOYMENT

A. Parties to this Agreement agree that in the event there is a shortage of skilled mechanics in the plastering trade and the Employer requests the Union to supply such skilled mechanics, the Union will make every effort to furnish such skilled mechanics.

B. Advertising for plasterers beyond the area covered by this Agreement shall not be permissible without the approval of the Joint Arbitration Board.

#### ARTICLE XXI APPRENTICESHIP AND TRAINING

It is mutually agreed that both parties shall institute a school of plastering where both journeymen and apprentices can be given the opportunity to expand their plastering skills as well as receive safety and related training and journeyman upgrade training.

#### ARTICLE XXII APPRENTICE TRAINING

It is hereby agreed that employment and training of all apprentices shall be in conformity with "Apprentice Standards for Plasterers" adopted by the Illinois District Council Training Center developed in cooperation with the Bureau of Apprenticeship and Training and the U.S. Department of Labor.

#### ARTICLE XXIII UNION VISITING JOBS

Union representatives shall have the right to call on and interview the foreman or journeymen at work on any job where men in this trade are employed.

ARTICLE XXIV  
JOB REPORTING

Prior to starting any job or project that alone or in the aggregate has a contracted value of \$5,000.00 or more, the Employer must notify the Union by email or facsimile of the starting date and location of the job or project. The Employer will be liable for a fine of \$250.00 for any 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.

ARTICLE XXV  
LEAD ABATEMENT


The parties recognize that lead abatement has traditionally been performed by Plasterers, and that lead abatement methods and procedures are changing. The parties therefore agree they shall work with the appropriate governmental agencies and with manufacturers to ensure that contractors and Plasterers are properly trained and qualified. Lead abatement shall be performed in accordance with OSHA approved standards and in a safe workman-like manner at all times.


ARTICLE XXVI  
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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of June 1, 2021.

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, AFL-CIO

By:   
ADC President

  
Local 56 President

\_\_\_\_\_  
Local 74 President

MIDWEST WALL AND CEILING CONTRACTORS NFP

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Plasterers Negotiation Committee Chairman