

AGREEMENT

BETWEEN

**NORTHERN ILLINOIS BUILDING CONTRACTORS
ASSOCIATION**

AND

**ROCKFORD CHAPTER
of
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL #6 IL**

3691 Cougar Drive Ste A
Peru IL 61354
(815) 963-5311

Trades:

Tile Setters, Tile Finishers, Terrazzo Worker, Terrazzo Finisher, Mosaic Worker

Geographic Jurisdiction:

Boone, Carroll, JoDaviess, Lee, Ogle, Stephenson, Whiteside and
Winnebago Counties in IL

Effective: June 1, 2021
Expires: May 31, 2024

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PREAMBLE

This agreement made and entered into the 1st day of June 2021, by and between Northern IL Building Contractors Association hereinafter referred to as the "Employer" and Bricklayers & Allied Craftworkers Local #6 Illinois –Rockford Chapter hereinafter referred to as the "Union".

ARTICLE I **PURPOSE**

The purpose of this Agreement is to promote efficiency of construction operations and provide for peaceful settlement of labor disputes and grievances without strike or lockout on all projects covered by this Agreement.

It is also the intent of the parties to set out uniformly standard working conditions, wages, apprenticeship / journeyman training, to procure and improve quality / productivity of work and to establish an effective and impartial procedure for the peaceful settlement of grievances and disputes.

This Agreement is an effort by the parties to implement those improvements which will encourage buyers / developers of construction services to utilize the Employers and Union signatory to this Agreement.

ARTICLE II **DEFINITIONS**

Employer: The term "Employer" as used herein shall mean any member of the Contractors Association or signatory contractor who employs journeyman and/or apprentice employees on work falling within the job classifications and jurisdiction of this Agreement.

Union: The term "Union" as used herein shall mean the Local Union #6 of Illinois of the International Union of Bricklayers and Allied Craftworkers.

Employee: The term "Employee" as used herein shall mean and include all journeyman and/or apprentice members in good standing or employees working under the jurisdiction of Local Union #6 of Illinois of the International Union of Bricklayers and Allied Craftworkers.

Bricklayer: The term "Tile Setter" or "Tile Finisher" as used herein shall be interchangeable with the term "Employee" (as herein described) and shall collectively refer to all Tile Setters, Tile Finishers, Terrazzo Workers and Terrazzo Finishers, as well as any other specialty craft under the jurisdiction of the International Union of Bricklayers and Allied Craftworkers and their apprentices.

ARTICLE III **TRADE JURISDICTION**

This Agreement shall exclusively control the operation of all masonry and related crafts and skills covered under the International Constitution of Bricklayers & Allied Craftworkers of America as defined in Article II, Section B and Code 1.

ARTICLE IV

TERRITORIAL JURISDICTION

The territorial jurisdiction of Local #6 shall encompass the following counties of Illinois: Boone, Carroll, JoDaviess, Lee, Ogle, Stephenson, Whiteside and Winnebago Counties in Illinois.

ARTICLE V

UNION RECOGNITION / UNION SECURITY / ACCESS

SECTION 5.1 - UNION RECOGNITION

Inasmuch as (1) the Union has requested recognition as the majority, Section 9 (a), representative of the Employees in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represented a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant to Section 9 (a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within the bargaining unit, on all present and future jobsites within the jurisdiction of the Union.

SECTION 5.2 - UNION SECURITY

No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union give the employee four (4) days' notice that the employee's obligation to make payment has not been met and that his delinquency renders the employee liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) if the employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION 5.3 - ACCESS

International Union Representatives and the officer primarily responsible for the day to day affairs of the Union or said officer's representatives shall have access to the Employer's jobsites at reasonable times in compliance with any special rules and regulations adopted by the owner to ensure that the provisions of this Agreement are observed, provided however, that such representatives shall not unduly interfere with the job progress.

SECTION 5.4

The Union agrees to use its best efforts to enforce the Wage and Fringe Addenda with all signatory contractors.

ARTICLE VI

MANAGEMENT RIGHTS

SECTION 6.1

The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge.

SECTION 6.2

There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment subject to employer's approval. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

SECTION 6.3

No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employer shall determine the most efficient method or techniques of construction, tools, or other labor-saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

SECTION 6.4

The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

SECTION 6.5

The foregoing enumeration of management rights shall be deemed to be inclusive, not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

ARTICLE VII **DISCRIMINATION**

SECTION 7.1

No employee covered by this Agreement shall be discriminated against or disciplined in any way for refusing to work for an Employer who has breached this Agreement.

SECTION 7.2

Neither party to this Agreement shall discriminate against any employee or any Employer covered by this Agreement by reason of said person's age, sex, race, color, religious affiliation or national origin.

SECTION 7.3

The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act Executive Order 11246, and any Affirmative Action programs of the parties.

ARTICLE VIII **LEGALITY**

Should any of the terms and conditions of this Agreement be found in violation of any Federal and State laws, based on final court decisions or rulings of authorized governmental agencies, then such terms and conditions shall become void and ineffective immediately on written notice to this effect from one party to the other, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE IX

MOST FAVORED NATIONS

SECTION 9.1

It is understood and mutually agreed that in the event the Union enters into an agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the industry market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on the specific projects, particular segments of the masonry market or in those geographical areas covered. Expressly excluded from this clause are "In-Plant Maintenance Agreements" or "President's Agreements".

SECTION 9.2 – SPECIAL PROJECT AGREEMENTS

By mutual consent of the Union and the contractor association involved, a Special Project Agreement may be written that alters or modifies conditions within the framework of this agreement.

ARTICLE X

PRE-JOB CONFERENCE

If the Union or the Employer elects a pre-job conference prior to commencement of work, it shall be held. At the pre-job conference, the Employer shall advise the Union of its requirements as to the number of craftworkers required in the trade, the probable starting date, and the duration of the job.

ARTICLE XI

CONTRACTING

SECTION 11.1

An Employer operating a sole proprietorship shall not work with the tools of the trade unless there is at least one (1) other employee employed at such time. When an Employer is operating as a partnership, no more than one (1) partner shall work with the tools of the trade for said partnership and at such time there must be at least one other employee employed. When an Employer operates as a corporation, no more than one (1) officer, or stockholder of the corporation shall work with the tools of the trade for said corporation and at such time there must be at least one (1) other employee employed.

SECTION 11.2

If an owner or partner in a contracting firm desires to perform unit work with the tools of the trade, as set forth in Section 11.1, such person must be employed as an employee under the terms of this Agreement and be paid wages and benefits according to the terms of this Agreement.

SECTION 11.3

Contractors must carry Workers Compensation Insurance, Liability Insurance and pay into Unemployment Insurance funds as required by the State for every person working under the terms of this Agreement. Such coverage will be verified to the Local Union in writing on an annual basis.

SECTION 11.4

Any member who shall become a legitimate Contractor with Contractors number shall be considered a Contractor for a period of one (1) year.

SECTION 11.5

Non-signatory union members of Local #6 performing unauthorized signatory union contractor activity will be subject to fines and or penalties, which could include expulsion from the Union.

SECTION 11.6

On commercial work, a contractor member performing bargaining unit work must employ at least one Tile Setter Journeyman / Apprentice and one Tile Finisher receiving wages and fringes pursuant to this Agreement. These employees are to be supplied by Local #6 for the duration of the project. No contractor may work under the terms of this Agreement without hiring as specified above.

ARTICLE 11.7

If, at any time, an owner or partner of a company works with their tools, even for one (1) hour, they are required to pay all fringe benefits at the rate of 173 hours per month for the duration of the agreement.

ARTICLE XII **SUBCONTRACTING**

The Employer agrees not to subcontract work historically done by members of the Bricklayers & Allied Craftworkers Local #6 IL to any subcontractor not party to a BAC Local #6 IL Collective Bargaining Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

ARTICLE XIII **HIRING / DISMISSAL (Journeyman and/or Apprentices)**

SECTION 13.1

Members of each respective Chapter within the jurisdiction of BAC Local #6 IL shall be given preference on all work covered by this Agreement to be performed within each respective Chapter as defined in Article IV (Territorial Jurisdiction) of this Agreement. The minimum requirement is 50 / 50. This applies to Local #6 contractors as well as out of area contractors (traveling contractors).

The Employer as well as the Employee shall notify Local #6 within forty eight (48) hours of employment of any unit employee. The Employer has the right to reject any referred applicant. A form will be supplied by the Union to be filled out by the Employer stating the reason for the refusal.

In the event that BAC Local #6 IL is unable to fulfill the requisition of an Employer within forty eight (48) hours after such requisition is made by the Employer for employees (Saturdays, Sundays and Holidays are excluded), the Employer may employ applicants directly at the job site. In such an event, the Employer shall notify the local of the names and dates of such hirings.

SECTION 13.2

Inefficiency, drunkenness, dishonesty, carelessness, insubordination, disrespect toward customers, avoidable delay in effecting deliveries, theft or drug abuse shall be sufficient cause for dismissal. No employee shall be discharged for refusing to work under unsafe conditions.

ARTICLE XIV **APPRENTICES**

SECTION 14.1

Apprentices shall be under the supervision of the Joint Apprentice Committee and assigned to Contractors requesting an Apprentice and shall be governed by the Apprenticeship Standards as set forth for this jurisdiction.

SECTION 14.2

Apprentices shall abide by all the conditions of this Joint Agreement, the same as Journeymen, except as to wages which are set forth elsewhere in this Agreement.

SECTION 14.3

Apprentices are not to be laid off; if the Employer has work for more than one employee (journeyman) not to include foreman or supervisory personnel, then the second employee must be the assigned apprentice.

SECTION 14.4

An apprentice is required on any job having five or more Journeymen employed for four (4) months or more.

SECTION 14.5

Apprentice rates for Tile Setters:

- 1st 6 months – 50% of Journeyman's scale
- 2nd 6 months – 60% of Journeyman's scale
- 3rd 6 months – 65% of Journeyman's scale
- 4th 6 months – 70% of Journeyman's scale
- 5th 6 months – 75% of Journeyman's scale
- 6th 6 months – 80% of Journeyman's scale
- 7th 6 months – 90% of Journeyman's scale

Apprentice rates for Probationary Tile Finishers:

- 1st 6 months – 50% of Journeyman's scale
- 2nd 6 months – 70% of Journeyman's scale
- 3rd 6 months – 80% of Journeyman's scale
- 4th 6 months – 90% of Journeyman's scale

ARTICLE XV
FOREMEN AND SUPERVISORS

SECTION 15.1

The Union acknowledges that the Employer may hire persons of its choice to supervise work. Such person or persons shall have authority to hire and fire and discipline unit employees and will exclusively represent management. While such persons should have knowledge and experience in the related craft, their qualifications shall be determined by the Employer. An Employer may serve as his own supervisor.

SECTION 15.2

Whenever more than one (1) employee is employed one of those employees shall be designated as foreman. The foreman shall not exercise supervisory authority as defined in Section 15.1 but shall transmit work directives to the crew to which he is assigned and perform unit work and various lead functions as assigned.

SECTION 15.3

Employers and/or supervisors shall transmit their orders and directives through the foreman, except when the Employer or supervisor is an experienced practical bricklayer.

SECTION 15.4

All foremen shall be members of the bargaining unit covered by this Agreement and subject to the union security clause and grievance procedure.

SECTION 15.5

Foreman pay is listed on the respective wage addendums.

ARTICLE XVI **STEWARDS**

Whenever two or more employees are working together, the Union may select one of them as steward to represent them. The employer recognizes that the following basic principles are applied by the union in the selection of a job steward,

- A. The steward must fully protect the interests of the union.
- B. The steward must be an employee who can efficiently perform the duties of their craft and must be a working employee.
- C. The steward is selected by the union representative and preference is given to union members presently employed in the bargaining unit.
- D. The union may replace any steward at any time.

The employer further recognizes that the union requires the steward to report to the union representative union dues delinquencies, violations of this agreement, failure of employees to become members of the union contrary to the provisions of this agreement, and disputes and grievances of employees. The employer also recognizes that the union does not give the steward the authority to adjust violations of this agreement or to collect any monies due to the union.

The parties agree that the steward will not unnecessarily disrupt the job in discharging his duties as steward and that the steward will not be discharged by the employer for performing his union duties. The union shall notify the employer on a current basis of the names of each steward. Whenever one or more employees work overtime one of them shall be the regularly designated steward or another employee designated by him. Except for one (1) Foreman, the Steward shall be the last man laid off.

ARTICLE XVII **PAYMENT OF WAGES**

SECTION 17.1 – PAYDAY AND HOLDBACK

The regular payday shall be once a week except when payday is a holiday, then the last work day before the holiday shall be payday.

SECTION 17.2

Wages shall be payable before quitting time and are to be paid in cash, other legal tender or Electronic Funds Transfer (EFT). The weekly payroll shall end no earlier than the third day prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction and number of hours and net earnings.

SECTION 17.3

If no work is performed on payday, the paychecks shall be available at the job site no later than one (1) hour from starting time at the customary place.

SECTION 17.4

When an employee is laid off or discharged, their pay continues until paid in full, in cash or other legal tender. When employees quit of their own accord, they shall wait for the regular payday for their wages.

SECTION 17.5

If an employee is made to wait beyond that time for their money, they shall be paid the regular rate of wages for all the time they wait (up to eight hours daily).

SECTION 17.6

Should an Employee fail to receive his wages on payday, he shall report the same to the Union with all the facts concerning the case. The Union shall immediately investigate the claim and report to the joint grievance board and if the joint grievance board finds that the wages have been "Improperly Paid" and

the matter is not resolved at the grievance hearing, the Union will be permitted within one day to withdraw its members from any Employer who fails to make the payments required by this agreement, or the grievance is resolved. Any Employee who loses time from work because of failure of his Employer to pay said wages/fringe benefits as required by this agreement, shall be reimbursed by the Employer for time lost by reason thereof at his/her regular hourly rate of pay. Thereafter, the Employees shall be permitted to return to their jobs without discrimination or reprisal.

SECTION 17.7

Any Employee that is injured on the job shall be allowed reasonable time for medical attention without loss of time for that day.

SECTION 17.8

Where Composite Crews contain members of the bargaining unit, the highest base rate of the trades involved will apply to all individuals in the crew.

SECTION 17.9

By mutual agreement, the authorized Local Union Representative and Employer may alter payday or holdback on any job site with reasonable cause.

SECTION 17.10

All employees employed must have the same rate of wages, either the minimum or any higher rate as the Employers sees fit to pay. However, once a higher rate is paid it must continue until all work is completed on that job. The only exception being a foreman and lead worker. This also includes subsistence pay.

SECTION 17.11

Benefits are paid on hours worked not on hours paid.

ARTICLE XVIII
SUBSISTENCE PAY

Provision for subsistence allowance for tile, marble and terrazzo workers and finishers shall be under this Agreement as follows and as shown on the map which is attached and made part of this Agreement:

A mileage allowance after 30 miles is to be the IRS standard. This mileage pertains only to the owner-driver of the car, not to each workman transported to and from jobs.

Mileage allowance stated above does not apply in the area of circle designated as "A" which is smallest circle on the map. (See map at end of this contract)

Mileage allowance shall be allowed in the area between Circle "A" and Circle "B", the second largest circle on the map.

In all cases above where mileage is allowed, it shall start at the city limits of the city of Rockford, Illinois to the job site.

On work beyond the area of Circle "B" for each day that work is performed, subsistence equal to \$39.05 for Setters and \$36.32 for Finishers per day with no benefits shall be allowed, but when the subsistence is paid, no mileage expense shall be paid. This subsistence pay will be frozen for years 2021, 2022, and 2023.

ARTICLE XIX **SHOW UP TIME**

Weather permitting, Employees that have not been notified to the contrary shall be paid for a minimum of two (2) hours providing they report to work. If not notified to the contrary by the Employer or his foreman / superintendent, the Employee is expected to report to work. If the Employee reports at the regularly scheduled time and is not precluded from working by weather conditions, he is then entitled to two hours (2) show-up time at the regular rate of pay.

If requested by the Employer, employees must remain on the job for two (2) hours to earn show-up pay.

Due to inclement weather the Employee shall be paid solely on the basis of the total hours worked.

When an Employee begins work at the regularly scheduled time and works less than two (2) hours he is entitled to two (2) hours pay; when an Employee works over two (2) hours, he shall be paid a minimum of four (4) hours pay; when an Employee works more than four (4) hours, he shall be paid a minimum of six (6) hours pay; and when the Employee works more than six (6) hours, he shall be paid a minimum of eight (8) hours pay.

ARTICLE XX **HOURS OF WORK – OVERTIME**

SECTION 20.1 – WORK DAY

Eight hours between the hours of 8:00 am and 4:30 pm shall constitute a day's work. Eight (8) consecutive hours exclusive of one half (½) hour lunch period between the fourth and fifth hour after starting time. These hours may be altered only in case of emergency or as otherwise provided in this agreement. Any change in working hours may be subject to a review of the Grievance Board. A flexible start between the hours of 6:00 am and 8:00 am is permissible with concurrence of the union representative.

SECTION 20.2 – WORK WEEK

The workweek shall be forty (40) hours, Monday through Friday inclusive.

SECTION 20.3 - HOLIDAYS

Recognized Holidays means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving (in lieu of Veterans Day) and Christmas Day. If a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 20.4 – OVERTIME WORK

- A. Sundays and Holidays shall be considered overtime and paid for at double the hourly rate.
- B. All work, with the exception of Sundays and Holidays, that is outside the regularly scheduled work day or on Saturday between 7:00 am to 3:30 pm or 8:00 am to 4:30 pm, shall be considered overtime and paid for at one and one-half (1 ½) times the hourly rate for the first eight (8) hours and double time (2) after eight (8) hours. Exceptions to the overtime provisions are specified below under shift work and summer hours.
- C. All work to be performed before / after regular scheduled workday, Saturday, Sunday and Holiday work need to be reported to a union representative 24 hours prior to such work.

SECTION 20.5 – SHIFT WORK

No shift work shall be allowed unless the job is at least three (3) consecutive regular work days of continuous duration. Each shift must work at least three (3) full shifts. Any shift work must be in effect from the start of the work through the completion of the work. In case of two (2) or three (3) shift jobs:

- A. Two (2) Shift jobs:

- 1st Shift - Regular eight (8) hours pay. (8:00 am – 4:30 pm)

- 2nd Shift - Seven (7) hours work and paid for eight (8). (4:30 pm – 12:00 pm)

- B. Three (3) Shift jobs:
 - 1st Shift - Regular eight (8) hours pay. (8:00 am – 4:30 pm)
 - 2nd Shift - Seven and one half (7 ½) hours work and paid for eight (8). (4:30 pm – 12:30 am)
 - 3rd Shift - Seven (7) hours work and paid for eight (8). (12:30 pm – 8:00 am)
- C. **SPECIAL SHIFT:** By prior notification by the Employer to the Union, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive eight (8) hours pay for seven (7) hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the authorized Local Union Representative and the Employer.
- D. For two (2) ten (10) hours shifts, the first shift works between the hours of 8:00 am and 6:00 pm, and shall be paid for eight (8) hours at the regular rate of wages, plus two (2) hours at time and one half (1 ½) the regular rate of wages. The second shift will work between the hours of 6:00 pm and 4:00 am, and get paid for eight (8) hours at the regular rate of wages and two (2) hours at time and one half (1 ½) the regular rate of wages, including lunch period for both shifts.
- E. For a twelve (12) hour shift, the first shift will work between 7:00 am and 7:00 pm, and get paid for eight (8) hours at the regular rate of wages and four (4) hours at time and one half (1 ½) the regular rate of wages. The second shift will work between the hours of 7:00 pm and 7:00 am, and get paid for eight (8) hours at the regular rate of wages and four (4) hours at time and one half (1 ½) the regular rate of wages, including lunch period for both shifts.
- F. Overlapping of shifts shall not be permitted.
- G. A thirty (30) minute lunch period occurring in the middle of each shift shall be allowed on each shift.
- H. A shift clause shall apply on regular week only, 8:00 am Monday through 8:00 am Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate in this Agreement.
- I. There shall be no pyramiding of rates and double the straight-time rate shall be the maximum compensation for any hour worked.
- J. If other hours and conditions are to be observed with respect to shift work they shall be by mutual consent of the contractor involved and the authorized Local Union Representative.

SECTION 20.6

No work will be performed on Labor Day under any consideration except in an extreme emergency and then only after consent is given by the union representative.

SECTION 20.7 – EMERGENCIES

The working hours as specified in this Article may be spread only when the employment situation deems it necessary and then only after a meeting of the Grievance Board, with the Union to make the final decision.

ARTICLE XXI **BENEFITS**

The Union shall have the option of allocating a portion or all of the increases in wage rates for the duration of this Agreement among the various benefit funds specified below. The payments required shall be submitted on forms supplied by the Union. In addition to the wages and other payments as herein provided, the Employer agrees, effective the first day of this Agreement, and for the duration of this Agreement and for any renewals or extensions thereto, to pay the contributions equal to the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employers in writing to the following designated funds:

INTERNATIONAL PENSION FUND

The employer agrees to contribute to the Bricklayers International Pension Fund as detailed below.

INTERNATIONAL MASONRY INSTITUTE

The employer agrees to contribute to the International Masonry Institute as detailed below.

APPRENTICESHIP AND TRAINING FUND

The employer agrees to contribute to the Local #6 Apprenticeship and Training Fund as detailed below.

RETIREMENT FUND

The employer agrees to contribute to the Construction Industry Retirement Fund as detailed below.

HEALTH AND WELFARE FUND

The employer agrees to contribute to the Construction Industry Welfare Fund as detailed below.

PROMOTION FUND

The employer agrees to contribute to the Illinois Masonry Promotion Fund as detailed below.

ADVANCEMENT FUND

The employer agrees to contribute to the Construction Industry Advancement Fund as detailed below.

Upon thirty (30) days written notice to the Association the union shall be authorized to notify all employers party to this agreement to cease further contributions to the Construction Industry Retirement Fund and thereafter all future contributions shall be made into a defined contribution fund so designated by the Union.

If, during the term of this Agreement, the Union should withdraw legally from a listed fringe benefit, the amount of that contribution would revert to the Employee's check for the duration of the Agreement.

If an employer party to an International agreement or other such agreement chooses to strike any advancement or promotion funds from this contract the monies otherwise paid into the funds will revert to the Local #6 Apprenticeship and Training Fund the employees wage package in full.

ALL NEGOTIATED FRINGES ARE TO BE REPORTED AS WHOLE HOURS

The filling of the forms accounting for all hours worked, and the payment of all negotiated fringes required on a monthly basis; due no later than the fifteenth (15th) day of the month following the month said hours were worked, and are considered delinquent the twenty-fifth (25th) day of the month following the month the hours were worked.

It shall be a violation of this Agreement for any Employer to fail to comply with any portion of this Article. An Employer notified as being delinquent in the payment of any of the fringe benefits and/or wages shall, after forty-eight (48) hours, be liable not only for the full payment of all amounts owed to the various funds, but also be assessed an additional ten percent (10%) penalty in liquidated damages for failure to pay in accordance with this Agreement.

SECTION 21.1 - DEDUCTIONS

The Employer shall deduct from the wage rate the following:

CHECK-OFF DUES

The employer agrees to deduct from the wages and contribute the appropriate amount per the Benefit Addendum.

BUILDING TRADES DUES CHECK-OFF

The contribution for Building Trades Dues Check-off shall be a total as specified herein for each hour or portion thereof, for which a covered employee receives pay.

The Employer agrees that the Building Trades Dues Check-off shall be deducted from the covered employees' wages after all tax deductions have been made.

SECTION 21.2 - CHECK-OFF DUES

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 (or to any agencies designated by said Union for the collection of such money), the sum for which 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 Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

SECTION 21.3 - INTERNATIONAL MASONRY INSTITUTE

The contribution to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, March 14, 1981, as the successor to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust July 22, 1970) and the predecessor International Masonry Apprenticeship Trust, (established under an Agreement and Declaration of Trust, November 6, 1974), shall be a total as specified herein for each hour or portion thereof, for which a covered employee receives pay and shall be allocated for market development and research and development.

The payments shall be submitted on forms supplied by the Union and shall be paid into the International Pension Fund, 620 F Street NW – Dept 237, Washington DC 20004.

SECTION 21.4 - INTERNATIONAL PENSION FUND

Commencing with the first day of June 1980 and for the duration of the Agreement, and renewals of extensions thereof, the Employer agrees to make payments to the Bricklayers & Trowel Trades International Pension Fund (BTTIPF) for each Employee covered by this Agreement, as follows:

For each hour or portion thereof, for which an Employee received pay, the Employer shall make a contribution as detailed in the Wage Addendums to the above named pension fund.

For the purpose of this article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of work in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Trainees and Probationary Employees.

The payments to the Pension Fund required above shall be made to the BTTIPF, which was established under an Agreement and Declaration of Trust dated July 1, 1972. The

Employer hereby agrees to be bound by and to the said Agreement of Trust, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such

Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the BTTIPF.

If an Employer fails to make the contributions to the Pension Fund by the due dates as set forth in this Agreement for the payment of "Fringe Benefits", the local union shall have the right and obligation to take whatever steps necessary to secure compliance with the Agreement, as outlined in other parts of the Agreement.

The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Service Code so as to enable the Employer to treat contributions as a deduction for income tax purpose.

Local #6 IL chose the Alternate Schedule of the Funding Improvement Plan, which will change each year.

The payments required shall be submitted on forms supplied by the Union and shall be paid into the International Pension Fund, 620 F Street NW – Dept 237, Washington DC 20004.

SECTION 21.5 - APPRENTICESHIP & TRAINING FUND

In addition to the wages, the Employer shall pay as detailed in the Wage Addendums for each hour for which a covered employee receives pay to the Bricklayers & Allied Craftworkers Local #6 IL Joint Apprenticeship & Training Committee, which was established under a Declaration of Trust, dated November 27, 1995.

The payments required shall be submitted on forms supplied by the Union and shall be paid to the Bricklayers & Allied Craftworkers Local #6 IL, 3691 Cougar Drive Ste A, Peru IL 61354.

SECTION 21.6 - CONSTRUCTION INDUSTRY WELFARE FUND

The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the amount detailed in the Wage Addendum, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 1322 E State Street – Suite 300, Rockford, IL 61104, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any EMPLOYER failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The EMPLOYER shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the EMPLOYER had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the

payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The EMPLOYER shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the EMPLOYER as may be necessary to permit the Trustees to determine whether the EMPLOYER is fully complying with the provisions regarding EMPLOYER contributions.

In the event the Trustees are required to file suit by reason of an Employees failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgment is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTYFIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The union office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Welfare Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the employees from such Employers employment until all sums due from the Employer have been paid in full. Such withdrawal of employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail.

The payments required shall be submitted on forms supplied by the Union and shall be paid into the Construction Industry Welfare Fund, PO Box 7405, Carol Stream, IL 60197-7405.

SECTION 21.7 - CONSTRUCTION INDUSTRY RETIREMENT FUND

The Employer agreed to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the amounts detailed in the Wage Addendums, calculated to the nearest hour worked (this is above the wage

rate) for each Employee covered by this Agreement. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a Board of Trustees, in accordance with the terms of a Trust Agreement executed as of September 14, 1965. The Retirement Fund maintains a place of business at 1322 E State Street – Suite #300, Rockford, Illinois 61104, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office, together with report forms supplied for such purpose, not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund, each contractor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions, pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Retirement Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of Employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgment is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTYFIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The union office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction

Industry Retirement Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the employees from such Employees employment until all sums due from the Employer have been paid in full. Such withdrawal of employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail.

The payments required shall be submitted on forms supplied by the Union and shall be paid into the Construction Industry Retirement Fund, PO Box 7405, Carol Stream, IL 60197-7405.

ARTICLE XXII

GENERAL WORKING CONDITIONS

SECTION 22.1 – TOOL SHED

Any contractor or Employer employing five (5) or more Journeymen shall provide a suitable tool house where the Employees change their clothes and store their tools with safety. This section shall not apply to jobs that can be finished in less than six (6) days. Employers shall be responsible for loss of employees' tools due to fire or theft from tool shed.

SECTION 22.2 – SAFETY REGULATIONS

All laws as to safety regulations and requirements, whether state or federal, shall be strictly observed by both Employer and Employees. Employers shall furnish hard hats, safety glasses and other required safety equipment. Employees shall use all PPE supplied by the employer or be subject to disciplinary action up to and including termination.

SECTION 22.3 – LADDERS

Contractors shall furnish a ladder wherever men are working on a scaffold five (5) feet or more in height.

SECTION 22.4 – SCAFFOLDS

- A. All scaffolds to be not less than four (4) feet wide with eighteen (18) inches between wall and material. In no case shall the scaffold plank, where the employee stands to work, be above the wall to be worked upon.
- B. All planks and scaffolding equipment must be sound and safe to work upon.
- C. Foot Scaffolds to be exclusively used in topping out of walls and not to exceed eighteen (18) inches in height.
- D. Mortar boards shall be at least sixteen (16) inches high and placed not more than eight (8) feet apart.
- E. All swinging scaffolds shall have a rigid handrail held securely in place and safety ropes must be attached. The Employer shall provide an OSHA recommended body harness.
- F. There shall be no time lost by Employees while waiting for scaffolding or stocking of same with material or while moving from one job to another.
- G. Protection: Suitable covering of planking shall be provided as protection for bricklayers when work of any nature is going on overhead.
- H. No bricklayer will be required to use a hand held partner saw on scaffolding.

SECTION 22.5

Suitable toilet facilities shall be provided on all jobs and sanitary toilets shall be provided on all commercial jobs where practical.

SECTION 22.6

Drinking water shall be provided in a closed container with sanitary drinking cups and shall be available at all times when men are working on any project. Between the months of May and August, sufficient ice shall be supplied to keep water cold.

SECTION 22.7

A suitable place to eat lunch at noon shall be provided and with heat in winter months when four or more men are working on any project.

SECTION 22.8

When salamanders are used inside, they must be clean and smoke free and the area must be properly ventilated.

SECTION 22.9

The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foreman.

SECTION 22.10

Dry "power saws" must have tube and suction fans connected to the outside of the building so that the room will be free from the dust grindings. Use of all dry saws (partner saws, table saws, grinders, etc.) shall comply with all OSHA standards.

SECTION 22.11

Wet "power saws" shall be properly grounded. Warm water shall be used in cold weather. The employer shall provide rubber gloves, suitable eye and hearing protection, and rubber apron. Power saws shall have standard safety features.

SECTION 22.12

On any job where special clearance or pass is needed as a condition of entry, such as security or any other reason, the contractor shall attempt to make arrangements for the Union representative to get such clearance.

SECTION 22.13

One (1) break with a maximum length of ten (10) minutes in duration shall be allowed to the Employee at a time designated by the Employer between 9:00 am and 11:00 am.

SECTION 22.14

Employees shall have the right to use all tools they consider necessary in the performance of their work.

SECTION 22.15

At the end of the workday, employees should be allowed a reasonable time for cleaning of tools and the contractor's equipment so that they can reasonably complete this activity prior to the conclusion of the regularly scheduled work day.

SECTION 22.16

The contractor shall furnish coveralls on all troweled down epoxy floors.

SECTION 22.17

The contractor shall furnish a trowel notcher.

SECTION 22.18

The contractor shall furnish cutting wheel for tile machine (maximum of 6 per year).

ARTICLE XXIII SCOPE OF WORK

Covering new construction, maintenance, repair and renovation within the geographic jurisdiction of Bricklayers & Allied Craftworkers Local #6 IL.

SECTION 23.1 – TILE SETTING

This Agreement shall apply to all work within the trade jurisdiction of the Union including but not limited to the following: The setting, slabbing or installation of all classes of tile whether for interior or exterior purposes, all burned, glazed or unglazed products; the setting, sealing and installation of prefabricated tile systems and /or panels; all composition materials, marble tiles, terrazzo tiles, warning detectable tiles, or polyester, cement tiles, Epoxy composite material, corian, pavers, glass, mosaics, fiberglass, and all substitute material, for tile made in tile-like units; all mixtures in tile-like form of cement, metals, plastics and other materials that are made for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposed; cutting of all material by machinery or tools on the job site; the application of a coat or coats of mortar prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar is wet or dry at the time tile is applied to it; the setting of all tile by adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding materials are applied to the backing surface and/or the back of the tile unit or sheets of tile; the installation of all bathroom, toilet room and washroom accessories built into the tile walls as the walls go up the attachment of bathroom, toilet room and washroom accessories to anchors which have been built into the tile walls as the walls go up; and all work defined as tile layers work by Article II (B) of the Constitution of the Bricklayers & Allied Craftworkers.

SECTION 23.2 – TILE FINISHING

This Agreement shall apply to all work within the trade jurisdiction of the union including but not limited to the following: The grouting, cleaning and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, marble and granite tiles, terrazzo tiles, warning detectable tiles, or polyester, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute material, for tile made in tile-like units; all mixtures in tile like form of cement, metals, plastics and other materials that are made for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, ceilings, swimming pools, and all other places where tile is used to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, floor mud, and any other sand and cement mixtures or adhesives. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method in all tile work, particularly and especially after installation of tile work. (Special expansion joints may be excluded at the discretion of the contractor). Ceramic Tile Finishers shall apply any and all protective coverings to all types of tile installations. These coverings will include but are not limited to all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new types of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean-up and removal of all waste and materials used in connection with said work will be done by the Finisher, exclusively. Ceramic Tile Finishers will do all demolition of existing tile floors and walls to be re-tiled.

SECTION 23.3 – TERRAZZO WORKING, MARBLE MASONRY, MOSAIC WORKING

- A. Marble, mosaic, Venetian enamel, and terrazzo. Cutting and assembling of mosaics, and the casting of all terrazzo on jobs. All rolling of terrazzo work to be assisted by the helper or terrazzo finisher at the direction of the terrazzo mechanic.
- B. All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal strips, lath, or other

reinforcement, where used in mosaic and terrazzo work, shall be the work of the mosaic and terrazzo worker to be assisted by the helper or terrazzo finisher at the direction of the terrazzo mechanic.

- C. All cement terrazzo, magnetite terrazzo, Ex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed wither by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, epoxy, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used on walls, floors, ceilings, stairs, saddles of any other part of the interior or exterior of the building and also other work not considered a part of the building such as the fountains, swimming pools, etc. Also all other substitutes that may take the place of terrazzo work shall be the work of the terrazzo mechanics, and they shall have the right to use all tools, which are necessary in the performance of their work.
- D. Cutting and assembling of art ceramic and glass mosaic when mounted on sheets comes under the jurisdiction of the mosaic workers and the setting of same shall be done by tile layers; when set individually, setting to be done terrazzo mechanics.
- E. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the terrazzo workers.

SECTION 23.4 – TERRAZZO / MOSIAC FINISHING

Finishers shall do all the handling of said sand, cement, marble chips, and all other materials that may be used by the Marble, Mosaic, and Terrazzo Workers – Finishers, after being delivered to the building, and mixing, grinding, grouting, and cleaning all marble, mosaic, and terrazzo work, floors, base stairs, and wainscoting when run on the building by hand, or machine, and they shall also help mechanics, in any and all phases, in the performance of this work. In small patchwork, where not more than two customary pails of aggregate are required, and also on small new jobs where not more than two customary pails are required, the mechanic or worker-finisher can set the work at the option of the employer, or operating division. This Agreement pertains to the setting or installation of all classes of Terrazzo, Mosaic and Similar Architectural Finishers. It should be understood that the words "Similar Architectural Finishers", refer to all kinds of wall, and floor finishes, which may either resemble terrazzo, or mosaic, and shall include, but not be limited to decorative seamless floors, industrial floors, mosaics (sometimes referred to as exposed aggregate). Wall coatings, decking materials, etc., regardless of chemical composition of such similar materials, as may be developed in the future.

ARTICLE XXIV **GRIEVANCE**

SECTION 24.1

Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No Employee grievance may be considered unless submitted in writing within ten (10) days of the alleged violation.

SECTION 24.2

In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of three (3) Employer Representatives selected by the Association and three (3) Union Representatives select by the Union involved. After either the Association or the Union has received notice, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determination of the Negotiating Committee shall be governed by majority vote.

SECTION 24.3

Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to Arbitration by so notifying the other party involved. The Union shall submit the names of five (5) Arbitrators and the Employer shall have the right to select one (1) of the Arbitrators listed in the notice or similarly to submit an alternate list of five (5) Arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized Arbitrators. From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the Arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the Arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of Arbitration including the Arbitrators fee and expenses will be borne equally by both parties.

The Arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from or in any way change or modify the terms of this Agreement or any Agreement made supplementary thereto. Wages, hours and fringe benefits are not arbitrable.

SECTION 24.4

The decision of the Negotiating Committee of the Arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to Arbitration or to abide by the decision of the Arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXV **JURISDICTIONAL DISPUTES**

It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth below:

SECTION 25.1

The individual Employer and the respective Local Union Representative shall attempt to settle the matter. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

SECTION 25.2

If no settlement is reached, the individual Employer and the International Representative of the respective Union shall attempt to settle the matter.

SECTION 25.3

The parties hereto understand and agree that time is of the essence in processing and handling jurisdictional and / or work assignment disputes and that same will be handled and processed as expeditiously as possible.

SECTION 25.4

Assignments of work shall only be made by the Employer.

SECTION 25.5

Subject to the provision of this Agreement, and as long as the Employers comply with this Article, there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE XXVI

NO STRIKE - NO LOCKOUT

Section 26.1

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, sympathy strikes, or other disruptive activity for any reason by the Union or by an Employee, and there shall be no lockout by the Employer.

Section 26.2

Nothing in this Agreement shall be constructed as to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

Section 26.3

Employees shall have the right within limits set by Section 8 (b) 4 of the National Labor Relations Act, as amended; and it shall not be a violation of this Agreement or any cause for discharge or any other penalty if an employee or employees (covered by this Agreement) refuse to go through an established picket line.

ARTICLE XXVII

MUTUAL AMENDMENT CLAUSE

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, stating the effective date thereof, and shall be approved and executed in the same manner as this Agreement.

ARTICLE XXVIII

INTOXICANTS AND DRUGS

SECTION 28.1

Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12 month period), and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$1,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Sale or use of alcohol or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

SECTION 28.2

An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he will be paid for time worked and discharged.

SECTION 28.3

Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the MRO (Medical Review Office) to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and shall provide that individual with employment immediately.

SECTION 28.4

Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

SECTION 28.5

Any employee upon request shall receive a certified copy of his / her test results with no cost to the employee.

SECTION 28.6

For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

**ARTICLE XXIX
BONDING**

The Employer shall deposit with the Union a surety bond in the amount of \$100,000 to insure that the Employer makes prompt payment of wages, fringe benefit payments and maintains his Workmen's Compensation and Unemployment Compensation coverage as set forth in this Agreement. The Union, at its discretion, may wave this requirement.

**ARTICLE XXX
DURATION / TERMINATION****SECTION 30.1**

This Agreement shall be effective commencing June 1, 2021, shall continue in full force to until May 31, 2024 and shall be automatically continued yearly thereafter unless written notice by certified mail of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days but no more than ninety (90) days prior to the expiration date or any anniversary date thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement and such changes or modifications shall not affect the continuing nature of this Agreement.

SECTION 30.2

Individual Employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Association and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and Association unless sixty (60) days, but no more than ninety (90) days prior to the expiration of this or any subsequent agreement, said non-member Employer notifies the Union in writing by certified mail that it revokes such authorization. Further, said non-member Employer agrees that notice served by the Union upon said Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-member Employers signatory hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement on this 1st day of June 2021 with full and proper authority and right to do so.

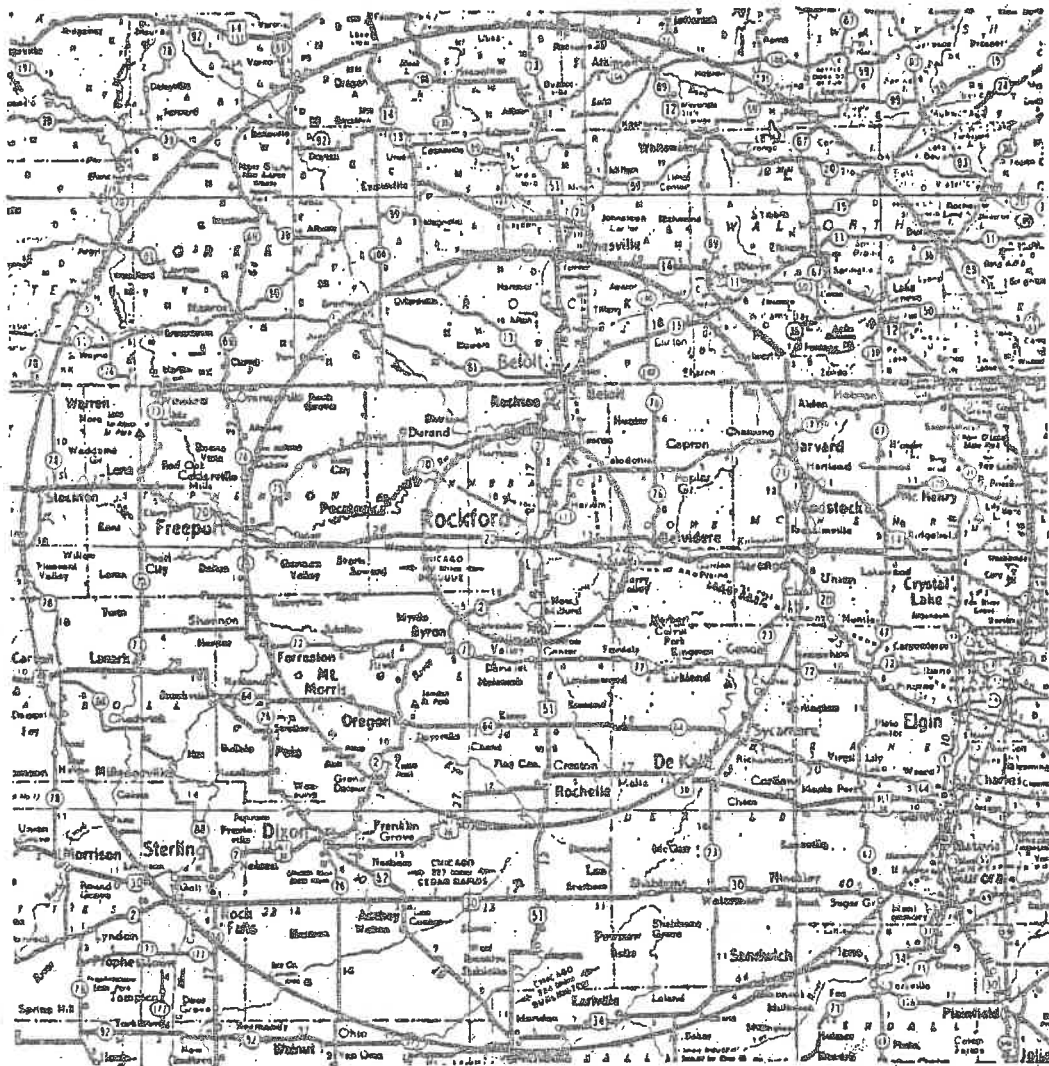
Bricklayers & Allied Craftworkers
Local #6 IL



Northern IL Building Contractors Association

It is expressly intended and understood that the entire city limits of Janesville WI and Freeport IL are within the area bounded by circle "A" and circle "B".

It is expressly intended and understood that the entire city limits of Janesville WI and Freeport IL are within the area bounded by circle "A" and circle "B".



ADDENDUM A-1
ROCKFORD CHAPTER
TILE SETTERS
JUNE 1, 2021 - MAY 31, 2022

<u>ON THE CHECK</u>	<u>RATE</u>		<u>BENEFIT PACKAGE</u>	<u>RATE</u>
JOURNEYMAN	\$39.79		Health & Welfare	\$11.10
			CIF Retirement	\$9.84
Foreman	\$42.29	4+ men	International Pension	\$1.50
			IPF - PPA	\$1.20
APPRENTICE	\$35.81	90%	IMI	\$0.65
	\$31.83	80%	Apprentice Training	\$0.25
	\$29.84	75%	Industry Adv.	\$0.16
	\$27.85	70%	Total Benefits	\$24.70
	\$25.86	65%	On the Check	\$39.79
	\$23.87	60%	Total Package	\$64.49
	\$19.90	50%		

CHECK-OFF DEDUCTION (per hour)

\$0.64	IU
\$1.65	Local
<u>\$2.29</u>	Total

JURISDICTION

Counties: Boone, Carroll,
JoDavies, Lee, Ogle, Stephenson,
Whiteside, Winnebago

Mileage Allowance - Personal Car Per IRS Standard after 30 miles
Subsistence Pay - beyond circle B is \$39.05

Wage increase effective 06/01/2022 - \$1.95 to be allocated

Wage increase effective 06/01/2023 - \$2.00 to be allocated

ADDENDUM A-1
ROCKFORD CHAPTER
TILE FINISHERS
JUNE 1, 2021 - MAY 31, 2022

<u>ON THE CHECK</u>	<u>RATE</u>		<u>BENEFIT PACKAGE</u>	<u>RATE</u>
JOURNEYMAN	\$36.80		Health & Welfare	\$11.10
			CIF Retirement	\$7.84
			International Pension	\$1.50
APPRENTICE	\$33.12	90%	IPF - PPA	\$1.20
	\$29.44	80%	IMI	\$0.60
	\$25.76	70%	Apprentice Training	\$0.25
	\$18.40	50%	Industry Adv.	\$0.16
			Total Benefits	\$22.65
			On the Check	\$36.80
			Total Package	\$59.45
<u>CHECK-OFF DEDUCTION (per hour)</u>				
\$0.59	IU			
\$1.53	Local			
\$2.12	Total			

JURISDICTION
 Counties: Boone, Carroll,
 JoDavies, Lee, Ogle, Stephenson,
 Whiteside, Winnebago

Mileage Allowance - Personal Car	Per IRS Standard after 30 miles
Subsistence Pay - beyond circle B	\$36.32

Wage increase effective 06/01/2022 - \$1.95 to be allocated
 Wage increase effective 06/01/2023 - \$2.00 to be allocated