

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:

Bricklayers, Cement Masons, Concrete Specialists, Plasterers,
Pointer Cleaner Caulkers

Geographic Jurisdiction:

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

Effective: June 1, 2022
Expires: May 31, 2025

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PREAMBLE

This agreement made and entered into the 1st day of June 2022, 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 "Bricklayer" as used herein shall be interchangeable with the term "Employee" (as herein described) and shall collectively refer to all Bricklayers, Stone Masons, Blocklayers, Pointer Cleaner Caulkers, Cement Finishers, Concrete Specialists (precast) and Plasterers, 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 gives 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 masonry 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", "President's Agreements", Agreements covering Bricklayers performing masonry in a Panel Fabricating Factory and project 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 bricklayer 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 bricklayer 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 bricklayer 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.

ARTICLE XII **SUBCONTRACTING**

The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

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

The employer shall not require apprentices to operate power saws more than five (5) working days per calendar month.

Section 14.6

Apprentice rates:

- 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

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 is a foreman and lead worker. This also includes subsistence pay.

Section 17.11

Benefits are paid on hours worked not on hours paid.

Section 17.12

A premium of \$1.50 per hour is to be paid for all work performed in Boone County.

Section 17.13

Journeyman precast workers who are welders shall be paid 5% over the journeyman wage rate. Apprentice precast workers who are certified welders shall be paid the higher of \$1.00 per hour or 5% over the regular apprenticeship rate for that individual. Journeymen and apprentice precast workers who are not certified welders will receive no premium as precast workers.

ARTICLE XVIII
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 XIX

HOURS OF WORK – OVERTIME

Section 19.1 – 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 19.2 – WORK WEEK

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

Section 19.3 - 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 19.4 – OVERTIME WORK

- A. Sundays, Holidays and all refractory hotwork 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 19.5 – 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 the 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 19.6

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 19.7 – 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 XX **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.

HEALTH REIMBURSEMENT ACCOUNT

The employer agrees to contribute to the Health Reimbursement Account administered through Construction Industry Welfare Fund as detailed below.

PROMOTION FUND

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

CONSTRUCTION INDUSTRY ADVANCEMENT FUND

The employer agrees to contribute to the Construction Industry Advancement Fund as detailed below. Section 20.10

FOX VALLEY PENSION FUND

The employer agrees to contribute to the Fox Valley Pension 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 20.1 - 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 20.2 - 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 20.3 - INTERNATIONAL MASONRY INSTITUTE

The parties agree that the contribution to the International Masonry Institute shall be an amount equal to one per cent (1%) of the total hourly wage and benefits package rate, as outlined in attached Addendum A, (rounded to the nearest penny) for each hour, or portion thereof, for which a covered employee receives pay.

The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974).

Section 20.4 - 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 20.5 - 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 20.6 - 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.

Section 20.7 - HEALTH REIMBURSEMENT ACCOUNT

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 Health reimbursement Account.

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.

Section 20.8 - 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.

Section 20.9

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 Fox Valley Pension Fund.

The payments required shall be submitted on forms supplied by the Union and shall be paid into the Construction Industry Funds, PO Box 71031, Chicago IL 60694-1031.

Section 20.10 Construction Industry Advancement Fund

In addition to the per hour wage rates, the Employer shall contribute an amount specified on the Wage and Fringe Benefits allocation sheet per hour for each actual hour worked by each Employee represented by this Agreement to the Bricklayers Local #6. Bricklayers Local #6 will remit to the Construction Industry Advancement Fund monthly proceeds within 60 days of receipt.

ARTICLE XXI **TOOL SHED, SCAFFOLDS, SANITATION AND GENERAL WORKING CONDITIONS**

Section 21.1 – 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 21.2 – 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 21.3 – LADDERS

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

Section 21.4 – 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 21.5

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

Section 21.6

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 21.7

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 21.8

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

Section 21.9

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 21.10

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 21.11

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, and. Power saws shall have standard safety features.

Section 21.12

For cleaning down of masonry, rubber gloves shall be provided by the employer.

Section 21.13

The cutting of all masonry units to be laid by masons whether cut by hand or mechanical means is the work of members of the International Union of Bricklayers & Allied Craftworkers.

Section 21.14

Any material weighing 45 pounds or more shall be laid as a team from the first course. The only exception being a bricklayer building a lead or corner.

Section 21.15 - USE OF LINE

The line on brick work shall be put up one course at a time, except in the case of obstruction. A line shall be used on both sides of cavity walls. The line shall not be raised before all brick are walled up for the next course. The Employer shall furnish the lines.

Section 21.16

When there is a group of Masons working on a job and a jackhammer is to be used continuously, the Foreman shall see to it that men are spelled off on the jackhammer.

Section 21.17

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 21.18

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 21.19

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

Section 21.20

Corner Poles, speed leads, and dead men can be used on all residential work and on one story height commercial work, if requested by the Employer.

Section 21.21

Employers shall furnish all mechanical or electrical tools or equipment required to install masonry work in a workman-like manner.

Section 21.22

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.

ARTICLE XXII **SCOPE OF WORK**

This Agreement shall cover new construction, maintenance, repair and renovation *within the geographic jurisdiction of Bricklayer & Allied Craftworkers Local #6 IL.*

This Agreement shall cover work falling within the jurisdiction of the Union, as defined in Branches of the Trade, Code 1 of the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers which is incorporated herein by reference.

In addition, all other assignments mutually agreed upon between the Employer and the Union 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.

Section 22.1 – BRICKLAYING MASONRY

- A. Bricklaying Masonry shall consist of the laying of bricks made from any material in, under, or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial building, rolling mills, iron works, blast or smelter furnaces, stoves, lime or brick kilns; in mines or fortifications; and all underground work, such as sewers, telegraph, electric, and telephone conduits. All fireproofing, blockarching, terra cotta cutting and setting, the laying of all tile, mineral-roll, cork blocks, glass masonry, aerated autoclave concrete or other lightweight masonry units or products, or any substitute for such material; post tensioning of masonry or other products or materials described in this Article, installation and repair of lintels, door and window frame setting, setting of shelf angles, grouting, and all uses of metal lath related to masonry or other products or materials described in this Article; the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay, or cement, or any substitute material used for the above purpose; the setting, pointing, and striking joints of cut stone and artificial stone, and setting, cutting, and trimming either with hand or power tools of fire brick, terra cotta, and hollow tile and the pointing up of all brick, stone, or terra cotta on new and old buildings. All brick paving and grouting. This classification shall in no way be construed as to deny the Pointer, Cleaner, Caulkers the right to do any or all of the same work.
- B. Bricklaying Masonry shall also consist of installations of all brick work and other refractory materials with reference to the installation of boilers, furnaces, and stoves, and their brick work, or refractory material repairs and replacements, and all other construction where firebrick or other refractory materials are used, including with the use of a hand dipper and including all boiler baffles, made of tile or refractory materials; the installation and removal of scaffolding and bracing for repair and patchwork in coke battery ovens; all aspects of the operation of a gunite machine of any type or brand, including but not limited to the work of the operator and the work known as the nozzle end; the trimming of gunite material and the trimming of all other plastic and ram materials; the installation of all attachment devices through any method, whether welding, bolting, or otherwise, in all refractory applications. All plastic or poured refractory materials whenever used, including boiler baffles, shall be performed by and under the supervision of a bricklayer.
- C. Bricklaying Masonry shall also consist of the installation of nail on brickwork and of all panels fabricated with such chemical compounds as thiokols, epoxy resins, polyesters, etc., adaptable for use in the masonry industry.
- D. Bricklaying Masonry shall also consist of the laying of all rip rap, rubble work, flagstone, pavers, and all other paving materials and units, with or without mortar, setting all cut stone, marble, slate, or stonework (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings, and customarily called "stone" in the trade).
- E. Bricklaying Masonry shall also consist of cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints, or reveals, and the cutting of a draft upon same for plumbing purposes only. This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwater jetties, playgrounds, parks, landscaping and curbing, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stone-masonry. Stonemasons shall have the right to use all tools, which they consider necessary in the performance of their work. The cutting, setting, and pointing of cement blocks and all artificial stone, or marble, either interior or exterior when set by the usual custom of the stone mason and the marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches, and all material substituted for the clay or natural stone products; the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size; and the setting and anchoring, regardless of type or method, of any precast concrete panels, prefabricated brick panels, and prefabricated stone panels; the installation of caulking and backing thereof where at least one of the surfaces is masonry, the laying and setting of conduit of either clay

or concrete which carries either steam or water piping and the joints are of any plastic material, the installation of cork or other material used for insulation purposed when laid in asphalt or similar plaster material including the cutting and fitting thereof, and preparation and installation of accoustone and material of similar character. Whenever any of the foregoing requires welding, it shall be done by bricklayers, stone masons, and concrete product specialists.

The use by bricklayers of mechanical mortar spreaders and caulking guns with high bond epoxy mortars shall be allowed at the sole discretion of the Employer, as shall all other devices when approved by the Employer and the Union.

- F. Leveling Off: Bricklaying Masonry shall also consist of the leveling off of all footing stone when done on the building site.
- G. Cutting, Bedding and Setting: Bricklaying Masonry shall also consist of cutting of all window and door openings, joist holes, and other openings of any sort in any wall, floor, ceiling roof, structure, or part of structure comprised of brick, block, stone, tile, or any other masonry product; bedding and setting of all iron plates, lintels, and grillage beams; and the setting of filter plates whether they be bedded, grouted, clamped, or caulked.
- H. Bricklaying Masonry shall also consist of all work assignments in the pre-assembly and complete installation of all exterior and interior artificial and natural masonry products of any size or dimension whether set individually or in pre-assembled panels and cell modules which may have metal or concrete backing, whether set with cement mortar, high strength adhesives, or secured by bolting or welding to plates set in all types of concrete or attached to steel frame structures, whether set by hand or with any type of mechanical systems. Pre-assemble work assignments shall include, but not be limited to, the preparations of steel frames or precast concrete back up panels, the drilling of holes, cutting, fitting, and fastening of artificial and natural masonry product units to steel frames or back up precast by bolts, clip anchors, pins, including any welding, as well as the complete application or installation of insulating, caulking, and/or waterproofing materials. Installation work assignments shall include, but not to be limited to, unloading, selecting, or shaking out of artificial and natural masonry products for erection, hooking on, signaling, laying out, cutting, fitting, bedding, landing, setting, leveling, plumbing, aligning, anchoring, installation of any steel clips, relief or support angles, as well as the installation of metal grid or strut stone supports (including bolting and/or welding), grouting, patching, cleaning, and installation of gaskets or packing and caulking. For those Employers which have historically performed work as described in this paragraph and have done so with composite crews of bricklayers and other employees, such composite crews may continue to be used in the same manner as previously but all such work shall be under the supervision of a bricklayer.
- I. Foundations and Walls: All foundations and walls, whether of brick, block, stone, or other masonry unit or product, shall be performed by and under the supervision of a bricklayer.
- J. 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 the Agreement.
- K. The use by bricklayers of temporary frames, templates, falsework, corner poles, and plumb lines may be used on all types of construction at the sole discretion of the Employer, said production aids to be installed by bricklayers.
- L. It is understood that it may be necessary for Bricklayers to assist in setting and erecting scaffold from time to time.

- M. The following is the jurisdiction of work of the classification of specialists known as Concrete Block Layers, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include the cutting, laying, pointing, caulking, grouting, reinforcing (whether with rebar or otherwise), and cleaning of all concrete block units, or similar units or substitutes, regardless of the size, and the handling and application of the loose aggregate, and shall include all sewer work eight inches or over, composed of cement, clay, or substitute material. It shall include fabrication at the plant and setting on the job of all masonry components.
- N. The following is the jurisdiction of work of the classification of specialists known as Sewer and Manhole bricklayers, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. Sewer masonry shall consist of the building, including leveling, of manholes, catchbasins, cisterns, arches for sewers, septic tanks, and vaults for sewer or drain systems, either of brick, stone, concrete blocks and substitutes, and all sewer pipe or other pipe of eight inches or over in diameter, and the pointing, caulking, and pouring of pipe joints except of a metallic nature. Also the laying and setting of conduit of clay or concrete or any non-metallic pipe or conduit which carries steam, gas, water, pipes, cable or wire.
- O. The following is the jurisdiction of work of the classification of specialists known as Aerated Autoclave Concrete Installers, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include the setting, laying, cutting, placement, rigging, and installation by any method of aerated autoclave concrete or similar units or substitutes, and the finishing of such.

Section 22.2 – PRE-CAST

- A. Concrete Specialist / Bricklayer covers the erection, installation and remedial work concerning all precast, prestressed, and prefabricated concrete building system components including, but not limited to, the following: wall panels, cell modules, beams, double tees, single tees, columns, column and spandrell covers, floor plank, stairs, parapets and bridge beams, as well as any other components that embody the same building system principles as mentioned above.
- B. It is further understood that the work generally involves, but is not limited to, the following: unloading, hooking on, rigging, signaling, setting, placing, aligning, leveling, plumbing, grouting, bedding, installation of gaskets, application of concrete underlayment, shoring, reinforcing, sawing, cutting, drilling, welding, bolting, removal of temporary shores, grinding, patching, caulking, mixing of all grout, patching material and caulk to be applied by the same worker, sandblasting, final finishing, and cleaning. In addition, the covered work includes all assignments mutually agreed upon between the Employer and the Union 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 the Employer and the Union to fall within the work jurisdiction of this Agreement.
- C. 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 section.

Section 22.3 – POINTING, CAULKING AND CLEANING

- A. The following is the jurisdiction of work of the classification of specialists known as Pointers, Caulkers, and Cleaners, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include: pointing, striping, grouting, polymer, and sealant injection, caulking, cleaning, restoration and repair of all types of masonry and other building facing materials including: concrete, steel, aluminum, porcelain, enamel and window frames constructed thereof and any other substance which may be used in the construction of building of any type, nature or description; including all grinding and cutting out on such granite work, sandblasting, steamcleaning and hand

washing. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys, all such structures or part of structures, built traditionally or contractually to members of the Union and all servicing or work relating to the process described above and below.

- B. **Caulking of Joints** – Installation of backer rods, bond breaker tape, fire proofing material, priming joints, mixing caulking, loading bulk guns, caulking masonry and concrete, expansion and control joints, window perimeters, door frames, access panels, louvers, top of masonry walls and steel ceiling deck or steel beams or concrete beams, all drivit material, fire proof back-up on expansion and control joints, tooling joints, performing all clean-up.
- C. **Re-Caulking** (additional assignments) – Cutting out old material, cleaning, grinding, scraping joints and priming, re-caulk.
- D. **Scaffolding** – The assembly and hanging of all types of scaffolding, including: setting up the guard rails, electric motors, wire or rope cable, rope falls, electric cables and other miscellaneous swing scaffold equipment. Installation of C-hooks, out riggers, beams, counter weights, parapet clamps and the like. All rigging and safety tie backs. Installation of life lines and other fall-arrest procedures and equipment. All moving and relocation of swing scaffolding. Daily inspection of rigging and swing scaffolding equipment. Operation of man-lifts and other hydraulic scaffolding aerial lifts. Set up pipe scaffolding. Set-up, moving and tearing down of creeper (smokestack) scaffolding.
- E. **Restoration of All Structures** – Including but not limited to: Building inspections and surveys, chemical cleaning, water blasting, steam cleaning, other types of power washing and hand cleaning. Dry-cleaning, sand blasting, power cleaning with limestone dust and crushed glass, etc. Installation and operation of all systems that collect any materials after use. Paint stripping, chemical or mechanical. Cutting out joints by power or hand method, mixing mortars, pointing, repointing, scrub, Manchester grouting, striping, drilling, pinning, anchoring masonry material. Selective captured demolition for replacement with same or like materials, rebuilding of masonry, cutting of steel and welding operations. Brick and stone replacement – Dutchman, torch cutting and welding as related to masonry repairs, shelf angle and Lintel replacement, flashing and anchoring, epoxy anchoring. Brick and stone patching – including all preparatory work, chipping, sawing, clean up and coating. Masonry and concrete chimney and smoke stack repair, terra cotta repairs and replacement, toothing of brick and stone, application of clear repellent waterproofing, application of cement base or acrylic coating. Mold making and fabrication of specialty masonry and stone items. Installation of fiberglass, plastic gypsum, reinforced concrete and vinyl substitutes, operating chipping guns or hammers, electric power tools and other equipment necessary.
- F. **Concrete Waterproofing & Restoration** – Repoint and restore all concrete buildings, blast tracking, sandblasting, hydro-blasting, etching and other abrasive methods of preparing the substrate. Captured demolition of concrete debris, sawing, chipping, cleaning, removal of deteriorated reinforcing rods, epoxy injection, drilling and installing ports. Performing minor structural repairs, coating and welding where required, install forms, pour material and finish, grouting – hand and power.

Patching with concrete and other various patching compounds, all gunite or shotcrete preparation and application, mixing patching material, application of epoxy or other chemical coatings on non-slip aggregates. Application of one or three-part coatings used for pedestrian, vehicular or aesthetic value, trowel, roll and spray deck topping including the broadcasting of sand or silica. Coating of all joints, cutting and recaulking, waterproofing the substrate of exterior surface by whatever method, operate power equipment, chipping guns, air hammers, power tools and other tools necessary, including epoxy and foam injection pumps, all preparation for gunite or shotcrete work.
- G. **Waterproofing** – The application of waterproofing materials by brush trowel or spray on applications.

Section 22.4 – CEMENT MASONRY

Foremanship over all concrete construction, all concrete and composition work of whatever nature, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, mass or reinforced concrete slabs and all flat surfaces of cement, the rodding and finishing of same, whether done by float, trowel, machine or any other process. The rodding and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, risers and running all cement and plastic material with a six (6) inch base or less, finishing or washing of all concrete construction, using any color pigment when mixed with cement whether done by brush, broom, trowel, float or any other process, operation of machines for scoring floors or any purpose that they may be used for in connection with the Cement Mason trade, striking off, floating and finishing of all walls, piers and foundations, the setting of all screeds, stakes and forms on floor and sidewalks, whether wood or steel forms are used, the setting of all curb and gutter forms whether wood or steel forms are used, the setting of all forms for paved ditch and slope walls, the setting of all wood forms for hard roads, streets and alleys, the setting of all wood forms inside the property line for paving such as parking lots, driveways and storage lots, the setting of all expansion joints in floors, sidewalks, driveways, or any other flat surface of concrete except on hard roads, streets and alleys, cutting of all construction and contracting joints on hard roads, streets, alleys, floors, sidewalks or any other flat surface of concrete with a skill saw or any other machine used for that purpose, all preparation work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., the patching, brushing, chipping and bush-hammering, rubbing or grinding of done by machine or carborundum stone of all concrete construction, the pointing, patching and caulking around all steel or metal window frames that touch concrete, laying and finishing of gypsum material roof, dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, etc., that is set in concrete foundations, all finishing in connection with prefabricated and prestressed construction on job sites including supervision of same such as sidewalks, stoops, floor slab beams, joist, walls, columns, screeding, finishing, rubbing, grouting, caulking and patching of same, applying of hardener on finished concrete floors whenever necessary, whether by chemical compound or otherwise, regardless of tools used. The spreading, screeding darbying and trowel finishing of all types of magnesium oxychloride cement composition floors, including all types of oxychloride, granolithis or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces, bonding, preparation and installation of ground or base courses, steps and cove base. The waterproofing of all work such as thoroseal, ironite, plasterweld and any similar product regardless of the tools used or the method of application or color of material used and regardless of the type of base these materials may be applied to. Cement Masons shall operate all vibrating screeds or strike off that which is motor driven or air driven for the purpose of bringing concrete slab to grade and ready for finishing. Cement Masons shall operate floating machines and troweling machines that are being used on any floor, sidewalk or any other surface where covered material is being placed and finished. The Cement Masons shall have float or hand trowel after each and every operation of such machines including the final operation of said machine.

Section 22.5 – PLASTERING

All exterior or interior plastering, plain or ornamental, when done with stucco, cement and lime mortars or other materials, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering, is the work of the Plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves, and bullnoses shall be 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 trowel, or substitute for same, is the work of the Plasterer.

ARTICLE XXIII **GRIEVENCE**

Section 23.1

The parties to this Agreement shall establish a Joint Arbitration Board consisting of 3 representatives selected by the Association and 3 representatives selected by the Local Union, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The Employer and Union representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of Employer or Union representatives present at a session.

Section 23.2

It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation is committed or discovered.

Section 23.3

Grievances shall be handled in the following manner:

1. The grievance shall be referred to the jobsite Union steward and to the jobsite employer's representative for adjustment.
2. If the grievance cannot be settled pursuant to paragraph 1 of this Section, the grievance shall be referred on the following day to the officer primarily responsible for the day to day affairs of the Union or said officer's designee and the Employer.
3. If the grievance cannot be settled pursuant to paragraph 2 of this Section within three (3) working days excluding weekends and holidays, the grievance shall be submitted within forty-eight (48) hours to the Joint Arbitration Board for consideration and settlement.
4. If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days, not including weekends and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne equally by the Employer and the Union. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

Section 23.4

When a settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at Steps 1 and 2 of Section C of this Article, the parties agree that such settlements shall not be precedent-setting.

Section 23.5

The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE XXIV
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 24.1

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 24.2

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

Section 24.3

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 24.4

Assignments of work shall only be made by the Employer.

Section 24.5

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 XXV
NO STRIKE - NO LOCKOUT**Section 25.1**

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 25.2

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 25.3

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 XXVI

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 XXVII

INTOXICANTS AND DRUGS

Section 27.1

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 27.2

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 27.3

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 27.4

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

Section 27.5

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

Section 27.6

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

ARTICLE XXVIII **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 or alter this requirement.

ARTICLE XXIX **DURATION / TERMINATION**

Section 29.1

This Agreement shall be effective commencing June 1, 2022, shall continue in full force to until May 31, 2025 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 29.2

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.

Executed effective the 1st day of June 2016



Northern IL Building Contractors Association
David Anspaugh



Bricklayers & Allied Craftworkers
Local #6 IL
Richard Boyd