

# AGREEMENT

BETWEEN

## **CENTRAL IL MASON CONTRACTORS ASSOCIATION**

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AND

## **BLOOMINGTON CHAPTER BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL NO. 6 OF ILLINOIS**

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**Craft: Bricklayers**

**Geographic Jurisdiction:  
DeWitt and McLean Counties in IL**

**EFFECTIVE: June 1, 2021**  
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## **PREAMBLE**

This Agreement made and entered into this 1<sup>st</sup> day of June, 2021, by and between Central IL Mason Contractors Association, hereinafter referred to as the "Employer" and Bricklayers & Allied Craftworkers Local No. 6 of Illinois, Bloomington Chapter, hereinafter referred to as the "Union."

It is further agreed that the liability of the employers who accept, adopt, or sign this Agreement, shall be several and not joint, and the liability of the unions, who accept, adopt, or sign this Agreement shall be several and not joint.

## **ARTICLE I PURPOSE**

The purpose of this Agreement is to promote efficiency of construction operations and provide for peaceful settlement of labor disputes 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 for the efficient operation of said construction work, to establish and maintain harmonious relations between and among all parties to the Agreement, to secure optimum productivity, and to eliminate strikes, lockouts, or delays in prosecution of the work undertaken by the Employer

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

## **ARTICLE II SCOPE OF AGREEMENT**

This Agreement shall apply to all construction, repair and rehabilitation and all industrial maintenance work not covered by a maintenance agreement, in the McLean and DeWitt counties in Illinois.

## **ARTICLE III MANAGEMENT RIGHTS**

**Section 3.1** 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 3.2** There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment. 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 3.3** 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 3.4** The Employer shall determine the recording devices, checking systems, braising or other methods of keeping time records.

**Section 3.5** 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.

**Section 3.6** The Union shall promptly send to Central IL Mason Contractors Association a copy of the Prevailing Wage Certification Form which is submitted to the Illinois Department of Labor and the U.S. Department of Labor after each negotiated wage change or other changes to the wages negotiated under this Agreement.

**ARTICLE IV**  
**UNION RECOGNITION**

The Union, having demonstrated its majority support to the Employer the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative for all Employees in the bargaining unit for all purposes.

**ARTICLE V**  
**UNION SECURITY**

All bargaining unit employees covered by this Agreement as a condition of their continued employment shall, commencing on the 8th day following the beginning of their employment or the effective date of this Agreement, whichever is the later acquire and maintain membership in the Union. Failure of an employee to comply with the provision of this Article shall, upon written request of the Union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the union if: 1) he has reasonable grounds for believing that such membership was not available to the other members, or 2) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

**ARTICLE VI**  
**UNION REPRESENTATION**

**Section 6.1** A steward shall be a working journeyman, receiving journeyman pay appointed by the Union Representative of Local #6. The Union Representative shall notify the Employers Representative whom he has selected as Steward immediately following such selection.

**Section 6.2** A steward shall not be laid off or discharged as long as other members of his craft are employed by the Employer, with the exception of one foreman, without just cause.

**ARTICLE VII**  
**PRE-JOB CONFERENCE**

The Employer agrees to notify the Union of newly acquired work covered by this Agreement, providing the names and addresses of contractor known subcontractors, the scope of work to be performed and probable starting date. The Local Union may, or may not, schedule a pre-job conference at the earliest mutually available date. In emergency situations, such as fire, blow-ups, and the like, this requirement shall be waived.

**ARTICLE VIII**  
**HIRING**

**Section 8.1** The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employer. The Employer agrees to notify the Union when he is in need of new employees and the Union, when requested, agrees to assist in securing qualified applicants fair consideration consistent with the policies of the National Labor Relations Act as amended.

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 II (Territorial Jurisdiction) of this Agreement. The minimum requirement is 50 / 50. All crews will be 50% local chapter members. The contractor has the right to exclude the first four (4) Local #6 IL – Peoria or Bloomington Chapter members from the 50 / 50 ratio. 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 8.2** When two (2) bargaining unit employees in Bricklayer Local #6 are employed, the Employer shall designate one employee to be foreman. The foreman shall work with his tools until such time as eleven (11) bargaining unit employees are employed, at which time, he shall confine his duties to directing his crew and laying out work.

**Section 8.3** The Employer may at any time hire or recall by name from the local union having jurisdiction employees who have special skills or previous work experience with the Employer

**Section 8.4** All other applicants for employment in the various classifications required by the Employer shall be referred to the Employer by the Union except as otherwise provided herein and further providing that the Union has such a requirement in its Collective Bargaining Agreement.

**Section 8.5** The Employer shall be the sole judge of the competency and qualification of individuals referred by the Union and the number of employees required at any time. No manning clauses apply

**Section 8.6** When a job falls within the jurisdiction of two or more local unions of the same craft union, the unions involved shall promptly determine a formula for jointly manning the job.

**Section 8.7** There shall be no restriction on the movement of employees between jobs of the Employer within the jurisdiction of the Bloomington Chapter. The steward cannot be moved from the job site for more than an 8 hour period without the approval of the Union Representative.

**Section 8.8** 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.

**Section 8.9** Union members of the Bloomington Chapter shall be given Hiring and Lay-Off preference on any project within the jurisdiction of the Bloomington Chapter

## **ARTICLE IX** **SCOPE OF WORK**

**Section 9.1** Employers who are signatory to this Agreement in contracting masonry work shall endeavor to include all work that falls under the craft jurisdiction of the bricklayers in their contract.

**Section 9.2** Employees covered by this Agreement shall be assigned all work as defined in:

- (a) The Constitution of the International Union of Bricklayers and Allied Craftworkers;
- (b) Decisions of record approved by the Building and Construction Trades Department, AFL-CIO;
- (c) Trade Agreements involving the International Union of Bricklayers and Allied Craftworkers;
- (d) Agreements on area practice in the geographical area covered by this Agreement
- (e) 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 9.3** The erection of scaffolds, including trestles and horses used primarily by bricklayers shall be built by bricklayers and their laborers.

**Section 9.4** The cutting of all chases and channels in brick, tile and other masonry shall be done by the bricklayer as per the 1926 decision.

**Section 9.5** The Stone Setter shall have sole jurisdiction and direct supervision over the handling and setting of stone and shall work in accordance with the decision of 1923.

**Section 9.6** Employees shall have the right to use all tools and equipment they consider necessary in the performance of their work.

### **Section 9.7**

#### **BRICKLAYING MASONRY**

- A. Bricklaying Masonry shall consist of the laying of bricks made from any material in, under, or upon any structure of 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.

#### *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.



### 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 pumpers, all preparation for gunite or shotcrete work.

G. **Waterproofing** – The application of waterproofing materials by brush trowel or spray on applications.

### 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 thorseal, 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.

### 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

## Robotics

The installation, setup, operation, and maintenance of any robotic or mechanical device used for the installation of masonry units and materials including, but not limited: the alignment of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for the proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of story poles and other related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials into or onto the robotic or mechanical device; the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.

The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations.

The cleaning and routine maintenance of the robotic or mechanical device.

**Section 9.8** In the event of territorial jurisdiction or work assignment dispute with any other BAC Local Union, the matter shall be referred to the International Union for binding resolution.

## **ARTICLE X** **GENERAL CONDITIONS**

**Section 10.1** There shall be no restrictions on the Employers sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project; nor shall there be any restriction on the Employer's sole and exclusive right to man any equipment. There shall be no standby work demands.

**Section 10.2** The parties reaffirm their policy of a fair day's work for a fair day's wage. Employees shall be at their place of work at starting time and shall remain at their place of work until quitting time. Scheduled quitting time shall include a reasonable time to clean up.

**Section 10.3** There shall not be any organized coffee breaks, rest periods, or other non-working time established during working hours. Employees may take individual thermos of coffee, or non-alcoholic refreshments, to their assigned place of work, and consume same as time and work schedule allow

**Section 10.4** When employees leave the project of their own accord at other than the normal quitting time, it is their responsibility to notify their supervisor

**Section 10.5** When an employer, upon reasonable clause, considers it necessary to shut down a job to avoid the possible use of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such an event, if the employer requests the employee to standby, employees will be compensated for the standby time at the applicable rate.

**Section 10.6** Practices not a part of terms and conditions of applicable collective bargaining agreements shall not be recognized.

**Section 10.7** All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the Employer

required by the Employer

**Section 10.8** Foreman and General Foreman shall take orders only from the designated employer representative.

**Section 10.9** Lost time cannot be made up.

**Section 10.10** There shall be no lost time by bricklayers while waiting for the building of scaffolds and stocking same with material, or while moving from one job to another. Employees shall not go from one job to another during their lunch hour.

**Section 10.11** Any one member of a firm may lay brick on any of their contracts, but two or more members of a firm cannot lay brick at the same time of any job. No contractors shall lay brick before or after the regular working hours.

**Section 10.12** All Masonry work will be laid out and bonded by bricklayers, stonemasons or mason foreman.

**Section 10.13** The Steward will only permit Bricklayers or indentured employees to lay brick in mortar or work with a trowel on the job, contractors not excepted. He shall see that men under his charge shall start and stop at the proper time.

**Section 10.14** No bricklayer shall put up the line more than one course at a time except in case obstructions.

**Section 10.15** No wall shall be run over four (4) feet, eight (8) inches for scaffold high, no wall shall be run over four (4) feet when units exceed fifty (50) pounds in weight.

**Section 10.16** All masonry material over forty-five (45) pounds in weight shall have two (2) bricklayers.

**Section 10.17** When an Employer takes a job that will give work to three (3) or more bricklayers or stone masons for fifteen (15) days or more, he shall furnish a suitable room for the exclusive use of the bricklayers for the purpose of keeping their tools, clothes, and eating their lunches, and a secure facility for tools and equipment. Such room is to be kept clean, and heated in cold weather.

**Section 10.18** All saw men on wet saws are to be provided with rubber apron and rubber gloves. Rubber gloves will also be provided for the cleaning of masonry material involving acid.

**Section 10.19** The foreman, in conference with the Steward, shall do all the laying off of bricklayers on the job.

**Section 10.20** Ladders will be provided on all scaffolds.

**Section 10.21** No stock material shall exceed one (1) cube of brick or one (1) cube of block above the walking surface of the mason.

**Section 10.22** Employees shall have the right to use all tools and equipment they consider necessary in the performance of their work.

**Section 10.23** To assure an adequate supply of qualified craftsmen, the Employer and the Union may establish the Bricklayers & Allied Craftworkers Local No. 6 Joint Apprenticeship and payments made to such funds as specified in the Agreement. The Trust Fund shall be administered according to the terms of the Trust Agreement to be entered into between the Association and the Union. The Agreement shall provide the administration of the Trust Fund shall be of the Bricklayers & Allied Craftworkers Local No. 6 Joint Apprenticeship Committee composed of three (3) employer representatives and three (3) union representatives, and the Association shall designate in writing the three (3) employer representatives.

The Trust Agreement shall provide the following:

- (a) An annual audit of the Trust Fund, a statement of the results of such audit which; shall be available for inspection for interested persons at the principal offices of the Trust Fund, and at such other places as may be designated in such written agreement.
- (b) The Trust Agreement shall provide that the Bricklayers Local No. 6 Joint Apprenticeship Committee shall:
  - 1. Establish standards of classroom and field training for the apprenticeship program;
  - 2. Establish requirements for entrance to the apprenticeship program;
  - 3. Receive and process applications for apprentices;
  - 4. Arrange for instructors, materials and such other items required for training program;
  - 5. Supervise training and assist in placement of apprentices with employers.
- (c) Funds are to be expended only on the approval of a majority of the apprentice committee, and then only for the support, operation, and maintenance of the Apprentice Training Program.

No committee member shall receive any compensation for services in connection therewith.

An Employer who has in his employ five (5) or more journeymen employees on any project shall be required to employ one (1) apprentice, if available. An Employer shall employ one (1) additional apprentice on such project for every ten (10) additional journeymen in his employ subject to the availability of apprentices. Once hired, an apprentice shall not be laid off by an Employer so long as the Employer has in employ at all job sites a total number of journeymen employees meeting the above stated apprentice journeymen ratios. Apprentices may be discharged by the employer for cause, but the Employer shall notify a designated member of the Apprentice Committee prior to the discharge and the reason for same. Notice is not required at the end of a job.

Apprentices are not permitted to work on jobs where there is not a journeyman also employed.

No apprentice shall run the masonry saw over thirty (30) days a year

- (d) Apprentices - Rate of Pay plus fringe benefits

1 <sup>st</sup> Level	– 50%
2 <sup>nd</sup> Level	– 60%
3 <sup>rd</sup> Level	– 65%
4 <sup>th</sup> Level	– 70%
5 <sup>th</sup> Level	– 75%
6 <sup>th</sup> Level	– 80%
7 <sup>th</sup> Level	– 90%

To receive the next level wage increase, the apprentice must have worked 857 hours and have worked at least 6 months since the last raise along with the successful completion of all OJT forms and 144 hours of related instruction as required by the Department of Labor and the JATC Area Standards. JATC Apprentice Coordinator will inform contractors when requirements have been met.

**Section 10.24** Both the Employers and the Union, between whom this Agreement is made, agree to adhere to the "State of Policy of the Building and Construction Trades Department, AFL-CIO," as adopted by the Building Trades Department and ratified by the 19 General Presidents on February 6, 1958, as

follows:

- (a) 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.
- (b) Slowdowns, forcing of overtime, spread work tactics, standby crews, and featherbedding practices have been, and are, condemned.
- (c) Bricklayers shall have mortar stands twenty-four (24) inches in height and smooth surface mortar boards at all times. The Steward shall determine when stands and boards are to bad to use.
- (d) Men injured on the job and ordered home by the doctor because of the injury shall receive a full days pay for that day
- (e) The Employer shall make every reasonable effort to provide proper employment conditions for bricklayers during cold and inclement weather, for the purpose of providing the greatest possible days of employment for the bricklayer
- (f) Cut off saws can be used in the work area providing that they are used safely. The saw must be used so as not to interfere with the work or endanger the health and safety of other workers.

**Section 10.25** Drug and Alcohol Policy

- (a) Possession, sale, or use of alcohol or non-prescription drugs on the Employees property site of construction, or during working hours, regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs will be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Understanding shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when required by the employee at the expense of the Employer. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes and shall give rise to a rebuttable presumption that the Employee was, in fact, under the influence of alcohol or prohibited drugs.
- (b) Employees taking prescription medication which, according to their physician, have physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.
- (c) Terminations under this provision, including the circumstances surrounding the conduct of the drug alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract to the same extent and in the same manner as all other grievances as defined herein.

**ARTICLE XI**  
**HOURS OF WORK AND OVERTIME**

**Section 11.1** The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive

hours exclusive of one-half (½) hour lunch period between the 4th and 5th hour after starting time, between 6 a.m. and 5 p.m. shall constitute a normal work day. Starting time for the work day may be changed within these hours by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given forty-eight (48) hours in advance. All the employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to.

**Section 11.2** All employees who report for work at their scheduled starting time shall receive two (2) hours show-up pay, unless work is not started because of inclement weather. If requested by the Employer, employees must remain on the job for two (2) hours to earn show-up pay.

Employees who start work are guaranteed four (4) hours pay unless work is curtailed because of inclement weather, or emergency conditions as set forth in Section 4 of Article IX, in which case employees shall be paid only for the actual hours worked.

**Section 11.3** All work performed by an employee in excess of eight (8) hours in any one day, Monday through Saturday shall be paid for at the rate of time and one-half (1 ½) times the hourly rate. Sundays and Holidays shall be paid at the double time rate.

## **ARTICLE XII** **SHIFT WORK**

**Section 12.1** When so elected by the contractor, shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked: the day shift shall be worked between the hours of 8 a.m. and 4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

**Section 12.2** The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the evening shift shall receive eight (8) hours pay at the regular rate plus twenty five cents (\$.25) for seven and one-half (7 ½) hours work.

**Section 12.3** The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the night shift shall receive eight (8) hours pay at regular hourly rate plus fifty cents (\$.50) for seven (7) hours work.

**Section 12.4** A lunch period of thirty (30) minutes shall be allowed on each shift.

**Section 12.5** If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operations to permit the utilization of daylight hours.

**Section 12.6** Shift clause shall apply on regular work week only 12:30 a.m. Monday through 12:30 a.m. Saturday. All other work performed on Sunday or Holidays and all hours worked other than the regular shift hours shall be paid according to the overtime provisions in this Understanding.

**Section 12.7** There shall be no pyramiding of overtime wage rates and the overtime wage rate shall be the maximum compensation for any hour worked.

**Section 12.8** If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union Representative.

**Section 12.9** In the event that employees are changed from one shift to another, there shall be eight (8) hours lapse between shifts; otherwise overtime wage rate shall be applicable.

**Section 12.10** By prior agreement the Employer and the Union Representative, if the Employer is

required to perform work which cannot be performed during regular working hours, an employee may work a special shift, limited to seven (7) hours work including lunch, and receive (8) hours pay for the seven (7) hours worked.

**Section 12.11** No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employees request for this special shift must include the starting date, the approximate number of employees involved, and the estimated conclusion date.

**Section 12.12** By mutual agreement between the Employer and the authorized Local Union Representative, the Employer may work four (4) ten (10) hour days Monday through Friday, with overtime being paid after 10 hours in a day and 40 hours in a week at time and one half (1 ½). Saturday, Sunday and holidays under this clause will be paid at the double-time rate.

**Section 12.13 MAKEUP DAY FOR BRICKLAYERS: FOR RESIDENTIAL CONSTRUCTION ONLY -** October 1st through April 30th. RESIDENTIAL CONSTRUCTION means the construction, repair and serving of housing units, not to exceed single dwellings, duplexes, and four (4) family apartments. While working Monday through Friday if one (1) or more days are lost to inclement weather the Employer will be allowed to work up to eight (8) hours Saturday at the straight time rate. However if any employees of the Employer receive overtime for working on this project on Saturday, then this section will be null and void and the overtime provisions of this agreement will apply to Saturday work. Working a Saturday makeup day will be voluntary by the employee as well as the Employer No employee will be discriminated against for not working the Saturday makeup day All Saturday makeup will be scheduled for an eight (8) hour shift.

The Union shall have the right to refuse this clause to any contractor who abuses it in any way Either party may terminate this provision after sixty (60) days written notice.

**Section 12.14** RESIDENTIAL CONSTRUCTION means the construction, repair and servicing of housing units, not to exceed single dwellings, duplexes, and four (4) family apartments.

### **ARTICLE XIII WAGES**

**Section 13.1** Except as specifically set forth in subsequent sections of this Article, all Employers agree to be bound by the wages, fringe benefits, dues deducts, apprenticeship training, and other industry advancement funds, affecting employees which have been negotiated and legally established pursuant to bona fide collective bargaining, the Employer will, subject to the provisions of the Agreement, conform his operation accordingly

**Section 13.2** No subsequent changes in working conditions in such area will become effective insofar as the Employer is concerned, except to the extent that any such change in wages or working conditions will be agreed upon and in accordance with the effective date agreed upon and in negotiations between the local unions having jurisdiction over the area and a recognized bargaining agent of the employer(s) in such area and no condition shall be imposed thereby other than those in force on local firms.

**Section 13.3** New wages and fringes shall become applicable upon consummation of applicable local collective bargaining agreements. New working conditions shall apply provided they do not conflict with the terms and provisions of this Agreement.

**Section 13.4** No premiums will be paid to any employee for any reason whatsoever

**Section 13.5** The Union shall have the right to picket for nonpayment of wages, fringes, and/or other deducts from employee's check, after giving five (5) days notice to the owners representative.



**ARTICLE XIV**  
**FRINGE BENEFITS**

**Section 14.1** The hourly base wage rates for all employees (except apprentices) performing work covered under this Agreement shall be as follows:

- (a) Effective June 1 2021 to May 31, 2022:  
(see Addendum "A-1" for Journeyman and Apprentice wage and benefit schedule)
- (b) Effective June 1, 2022 to May 31, 2023:  
\$1.65 per hour increase  
(Employer shall be notified in writing prior to June 1, 2019 of placement of increase.)
- (c) Effective June 1, 2023 to May 31 2024:  
\$1 76 per hour increase  
(Employer shall be notified in writing prior to June 1, 2020 of placement of increase.)

**Section 14.2** The Union shall have the option of allocating a portion or all of the increases in wage rates for the duration of the Agreement among the various benefit funds specified in Section 3 of Article XIII.

**Section 14.3** The following contributions shall be made at such time as the Trustees of the Fund shall require. In addition to the wages and other payments as herein provided, the Employer agrees, beginning on June 1, 2003, and for the duration of the 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:

(a) HEALTH & WELFARE FUND:

The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the sum indicated in the Wage Addendums per hour worked, 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 St – 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 (15th) OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH (25th) 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.

(b) 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 indicated 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 increase will be funded each year out of any wage increases or the existing wage package.

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

(c) RETIREMENT FUND:

The Employer agreed to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the sum as indicated in the Wage Addendum per hour worked, 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 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 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 (15th) DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH (25th) 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.

(d) 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 Bricklayers Pension Fund, 620 F Street NW – Dept 237, Washington DC 20004.

(e) INDUSTRY FUND:

It is mutually agreed that the contractors signatory to the Agreement shall pay into the Central IL Mason Contractors Association Industry Fund the sum indicated in the Wage Addendums for each hour or portion thereof for which a covered employee receives pay

The CIMCA IF Trustees reserve the right to raise the IF hourly contribution during the term of this agreement. The actual amount of the IF contribution will be indicated on the wage addendum.

Failure to make the CIMCA IF contribution shall be deemed a direct violation of this Agreement. Any employer signatory to this agreement who fails to make the CIMCA IF contribution shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten (10%) percent shall be due every thirty (30) days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the non-payment of the CIMCA IF contribution.

The payments required shall be submitted on forms supplied by the Union and shall be paid to the Bricklayers & Allied Craftworkers Local #6 IL, 661 Southrock Drive, Rockford IL 61102.

(f) APPRENTICESHIP AND TRAINING FUND:

In addition to the wages, the Employer shall pay the amount as indicated in the Wage Addendums per hour or portion thereof 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, 661 Southrock Drive, Rockford IL 61102.

**Section 14.4** The Employer shall deduct from the wage rate the following:

(a) CHECK-OFF AND LOCAL 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.

(b) **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.

The payments required shall be submitted on forms supplied by the Union.

**Section 14.5** All moneys shall be reported on the monthly reporting form referred to in the Agreement for hours worked within the territorial jurisdiction of Bricklayers & Allied Craftworkers Local #6 IL Bloomington Chapter

**Section 14.6** Fringe Benefit wording:

- (a) Employers Wage, Health and Welfare, Annuity and Pension Fund Bond may be required as per Benefit Trust Agreement at the discretion of the trustees of the Trust Fund. Any Employer executing this Agreement who has not been a member of the Central Illinois Masons Contractors Association for more than one (1) year prior to the execution of this Agreement may be required to furnish to the Union a \$15,000.00 Fidelity Bond guaranteeing payment of all wages, fringe benefit contributions, and collection costs at the discretion of the Local #6 Executive Board. This bond shall be required prior to the commencement of any project and by its terms stay in effect for a period of six (6) months after completion of all projects of the Employer under this Agreement.
- (b) The Union shall after three (3) days written notice to any Employer be entitled to resort to all legal remedies, including strike and picketing, against any delinquent Employer during the period of such delinquency for failure to pay wages and fringe benefits or for failure to comply with bonding requirements.

## **ARTICLE XV PAYDAY**

**Section 15.1** The regular payday shall be once a week on Friday or such other day as the Employer shall designate prior to the start of the job. When the regular payday is a holiday then the last work day before the holiday shall be payday.

**Section 15.2** Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third work 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, number of hours and net earnings.

**Section 15.3** If there is no work on payday the paycheck shall be available at the job site, or other mutually agreeable location, not later than two (2) hours from the starting time.

**Section 15.4** When an employee is laid off or discharged, he shall be paid in full in cash, by EFT (electronic funds transfer) or other legal tender. If the Employer does not have facilities at the job site to prepare payroll checks, the Employer or his representative shall give to the terminated employee a slip stating the number of hours and amount of wages to which the employee is entitled. The terminated employee's paycheck shall be overnight mailed to the address provided to the Employer by the employee within twenty-four (24) hours, weekends and holidays excluded. If the check is not at the provided address the following day, the employee shall receive two (2) hours pay at straight time rate for each day the check is late. When an employee quits of his own accord, he shall wait for the regular payday for his

wages.

**Section 15.5** If an employee is made to wait beyond the time his wages are due, he shall be paid at the straight time rate for all he waits.

#### **ARTICLE XVI HOLIDAYS**

**Section 16.1** Only the following holidays shall be observed: New Years Day Memorial Day, Fourth of July Labor Day, Thanksgiving Day, day after Thanksgiving in lieu of Veteran's Day, and Christmas Day The above holidays shall be observed according to national law, where applicable. When a holiday falls on Sunday, the following Monday shall be considered as a holiday and double time wage rate shall apply

**Section 16.2** 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.

#### **ARTICLE XVII SUBCONTRACTING**

The Employer agrees not to subcontract out any Bricklayer work to be done at the site of construction except to a person, firm or corporation signatory to this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

This article shall not apply to owner-designated contractors/subcontractors.

#### **ARTICLE XVIII 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:

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.
2. If no settlement is reached, the individual Employer and the International Representative of the respective Union shall attempt to settle the matter.
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.
4. Assignments of work shall only be made by the Employer.
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 XIX GRIEVANCE PROCEDURE**

**Section 19.1** The parties to this Agreement shall establish a Joint Arbitration Board consisting of three (3) representatives selected by the Association and three (3) representatives selected by the Local Union, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least when deemed necessary 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 19.2** 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 19.3** Grievances shall be handled in the following manner:

- (a) The grievance shall be referred to the job site Union steward and to the foreman for adjustment.
- (b) If the grievance cannot be settled pursuant to paragraph (a) of this Section, the grievance shall be referred on the following day to the authorized Local union Representative of the Union and the Employer
- (c) If the grievance cannot be settled pursuant to paragraph (b) of this Section within three (3) working days excluding weekends and holidays, grievance shall be submitted within forty eight (48) hours to the Joint Arbitration Board for consideration and settlement.
- (d) 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 Employers 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 19.4** 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 (a) and (b) of Section 3 of this Article, the parties agree that such settlements shall not be precedent-setting.

**Section 19.5** 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.

**Section 19.6** Except as provided in Section 4 of this Agreement, it is understood and mutually agreed that there shall be no strikes, work stoppages or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in this Article have been exhausted and then only in the event a party fails or refuses to abide by the final decision.

## **ARTICLE XX** **NO STRIKE - NO LOCKOUT**

**Section 20.1** During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, 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 20.2** 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 20.3** 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 XXI**  
**SAVINGS CLAUSE**

Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof-, provided, however upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity and which will be in accord with the intent and purpose of the article or provision in question.

The remaining part or provision shall remain in full force and effect.

**ARTICLE XXII**  
**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 at this Agreement.

**ARTICLE XXIII**  
**MOST FAVORED NATIONS**

The terms and conditions of this Agreement shall supersede and prevail over conflicting terms and conditions, including provisions which acknowledge that such other agreements constitute the entire Agreement between the parties, in any other agreements which otherwise would apply to work governed by this Agreement, except where Local Union or District Council current or future applicable Collective Bargaining Agreements provide the Employer with more favorable terms and conditions, then such terms and conditions shall prevail.

**ARTICLE XXIV**  
**CORPORATE SIGNATURE AUTHORITY**

For purposed of signing any union documents, a signature must be secured from a duly authorized officer of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer

**ARTICLE XXV**  
**DISCRIMINATION**

**Section 25.1** 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 25.2** 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.

**ARTICLE XXVI**  
**DURATION**

**Section 26.1** This Agreement shall be effective June 1, 2021 and remain in effect until May 31, 2024, It shall continue in effect from year to year thereafter June 1 to and including May 31 of each year, unless notice for amendment or termination is given in the manner provided herein.

**Section 26.2** All projects commenced under the terms and conditions of this Agreement shall be completed under this Agreement.

**Section 26.3** Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the stated expiration date herein or the expiration of any subsequent renewal period.

**Section 26.4** Mutual Amendment at any time. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing: state the effective date thereof and be approved and executed in the same manner as this Agreement.

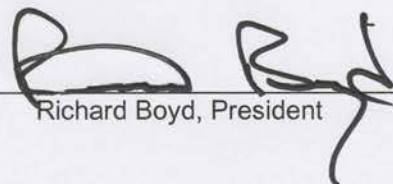
**Section 26.5** Agreement between Central IL Mason Contractors Association and the International Union of Bricklayers and Allied Craftworkers, Local #6 IL, Bloomington Chapter of McLean and DeWitt Counties that wage negotiations will be reopened prior to May 31 2024.

In Witness Whereof, the parties have caused the Agreement to be signed, approved, and ratified by the duly authorized officers of the respective parties as of the day and year first above set forth.

CENTRAL IL MASON CONTRACTORS ASSOC

BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL NO. 6 OF ILLINOIS

  
\_\_\_\_\_  
Dennis Higdon, Consultant

  
\_\_\_\_\_  
Richard Boyd, President

**ADDENDUM "A-1"**

**BLOOMINGTON CHAPTER  
BRICKLAYERS**

**June 1, 2021 - May 31, 2022**

Wage:	\$33.68
Health & Welfare:	11 10
CIF Retirement:	13.00
International Pension:	1.50
IPF – PPA:	1.20
IMI (International Masonry Institute):	.62
Apprentice Training (#6):	.25
Industry Advancement Fund:	<u>.09</u>
Total:	\$61.44

Foreman's wages plus \$1.50

Deduct from wages:  
\$2.19 per hour Dues Check-off

Wage Increase effective 06/01/2022 \$1.65 to be allocated  
Wage Increase effective 06/01/2023 \$1.76 to be allocated

Apprentice Base Wage Rate: (must add fringe benefits as per journeyman)

50% / \$16.84  
60% / \$20.21  
65% / \$21.89  
70% / \$23.58  
75% / \$25.26  
80% / \$26.94  
90% / \$30.31

**GEOGRAPHIC JURISDICTION**

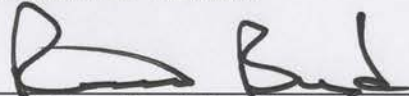
**Counties:** DeWitt, McLean

Fringe benefits shall be paid on all hours worked (including overtime) at regular rate.

CENTRAL IL MASON CONTRACTORS ASSOC

  
\_\_\_\_\_  
Dennis Higdon, Consultant

BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL NO. 6 OF ILLINOIS

  
\_\_\_\_\_  
Richard Boyd, President