

Agreement

between

Central IL Mason Contractors Association

5200 N Knoxville Ave 303 N
Peoria IL 61614
(309) 692-2997
cimca@sbcglobal.net

and the

Peoria Chapter Bricklayers & Allied Craftworkers Local #6 Illinois

661 Southrock Drive
Rockford IL 61102
(815) 963-5311
local6@t6b.com

Crafts: Tile Setters, Marble Masons, Mosaic, Terrazzo Workers and Finishers

Effective: June 1, 2012
Expires: May 31, 2015

GEOGRAPHIC JURISDICTION

DeWitt, Fulton, Henderson, Knox, Marshall, McLean, Peoria,
Tazewell, Warren and Woodford Counties in IL

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|-----------------------|--|--------------------|
| I | Purpose - - - - - | 3 |
| II | Territorial Jurisdiction - - - - - | 3 |
| III | Parties and Definitions - - - - - | 3 |
| IV | Duration - Termination – Amendment - - - - - | 3 |
| V | Union Recognition - Union Security - - - - - | 4 |
| VI | Hours of Work - - - - - | 4 |
| VII | Shift Work - - - - - | 5 |
| VIII | Wages and Fringe Benefits - - - - - | 6 |
| IX | Overtime - - - - - | 10 |
| X | Holidays - - - - - | 10 |
| XI | Foreman and Supervisors - - - - - | 10 |
| XII | Payday - - - - - | 11 |
| XIII | Reporting for Work - - - - - | 11 |
| XIV | Work Limitations - - - - - | 12 |
| XV | Hiring Preference - - - - - | 12 |
| XVI | Apprentices - - - - - | 12 |
| XVII | Stewards - - - - - | 13 |
| XVIII | Drug and Alcohol Policy - - - - - | 13 |
| XIX | Safety - - - - - | 15 |
| XX | Duties of Employer - - - - - | 15 |
| XXI | Union Access - - - - - | 16 |
| XXII | Dismissal - - - - - | 16 |
| XXIII | Contracting - - - - - | 16 |
| XXIV | Scope of Work - - - - - | 17 |
| XXV | Work Rules and Conditions - - - - - | 17 |
| XXVI | Delinquent Employers - - - - - | 18 |
| XXVII | Grievance Procedure - - - - - | 19 |
| XXVIII | Jurisdictional Dispute Procedure - - - - - | 20 |
| XXIX | Discrimination - - - - - | 21 |
| XXX | Subcontracting - - - - - | 21 |
| XXXI | Separability and Savings Provision - - - - - | 22 |
| | Addendum "A-1": Tile Setters - - - - - | 23 |
| | Addendum "A-1": Tile Finishers - - - - - | 24 |

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth articles of agreement between the two (2) parties heretofore mentioned, regarding hours of work, working conditions, wages, apprenticeship training, to procure and improve quality of work and to establish an effective and impartial procedure for the peaceful settlement of grievances and disputes.

ARTICLE II

TERRITORIAL JURISDICTION

The Employers signatory to this Agreement agree to recognize the counties of DeWitt, Fulton, Henderson, Knox, Marshall, McLean, Peoria, Tazewell, Warren and Woodford Counties in Illinois as being the territorial jurisdiction of the Peoria Chapter of Bricklayers and Allied Craftworkers Local Union #6 of Illinois.

ARTICLE III

PARTIES AND DEFINITIONS

SECTION 3.1: Parties: This Agreement is entered into this first (1st) day of June 2012, by and between the Central IL Mason Contractors Association (hereinafter referred to as the Employer), and other contractors who are signatory hereto or who may become signatory hereto (hereinafter referred to as the Employer), and the Peoria Chapter of Bricklayers and Allied Craftworkers Local Union #6 of Illinois, of which the tile setters, marble masons, mosaic, terrazzo workers and finishers are members (hereinafter referred to as the Union).

SECTION 3.2: Definitions: Employer: The term "Employer" as used herein shall mean any member of the Ceramic Tile, Mosaic and Terrazzo Contractors of Central IL Mason 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 Peoria Chapter of Bricklayers and Allied Craftworkers Local Union #6 of Illinois which represents the tile setters, marble masons, mosaic, terrazzo workers and finishers.

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 the Peoria Chapter of Local Union No. 6 of Illinois of the International Union of Bricklayers and Allied Craftsmen. Members and employees shall sometimes hereinafter be collectively referred to as tile setters, marble masons, mosaic, terrazzo workers and finishers.

ARTICLE IV

DURATION - TERMINATION - AMENDMENT

SECTION 4.1: This Agreement shall be effective commencing June 1, 2012, shall continue in full force to and including May 31, 2015, and shall be automatically continued yearly thereafter unless written notice 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 nor 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 4.2: 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 ninety days prior to the expiration of this or any subsequent agreement, said non-member Employer notifies the Union in writing 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.

ARTICLE V UNION RECOGNITION - UNION SECURITY

SECTION 5.1: Union Recognition: The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Union, as defined in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended.

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 has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) if he 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.

ARTICLE VI HOURS OF WORK

SECTION 6.1: Except as noted in Section 6.5 of this Article, the standard work day shall consist of eight (8) hours of work between the hours of 8:00 am and 4:30 pm, with a thirty (30) minute unpaid lunch period occurring from 12:00 noon to 12:30 pm. The standard work week shall consist of five (5) standard work days commencing on Monday and ending on Friday, inclusive.

SECTION 6.2: Employees shall be allowed ten (10) minutes time near their work station for a coffee break during the morning hours.

SECTION 6.3: If the employees are required to perform their duties through the lunch period and not permitted to receive a lunch period, they shall be compensated for their lunch period at the applicable overtime rate.

SECTION 6.4: Employees shall be allowed a reasonable amount of time for cleaning tools and contractor's equipment prior to conclusion of the regularly scheduled work day.

SECTION 6.5: Special Starting Time: In order to take advantage of day-light hours, weather conditions, shift or traffic conditions, the Employer, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6:00 am and 4:30 pm with a one half (½) hour unpaid lunch period between the fourth and fifth hour after starting time. Notice of a change in starting time must be given forty eight (48) hours in advance and all employees of the Employer on the job site shall have the same starting

time except when other arrangements are mutually agreed to between the Employer and the authorized Local Union Representative.

All time worked before the established starting time and after quitting time shall be overtime and shall be paid for at the overtime rate provided for in the Agreement. Further, if an employee works during the established lunch period, he shall be paid at the overtime rate provided for in this Agreement.

SECTION 6.6: 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 ten (10) hours in a day and forty (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 (2) time rate.

ARTICLE VII **SHIFT WORK**

SECTION 7.1: When so elected by the Employer, shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 am and 4:30 pm. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours of work.

SECTION 7.2: The evening shift shall be worked from 4:30 pm to 12:30 am. Employees working the evening shift shall receive eight (8) hours pay at twenty-five cents (\$.25) over the regular hourly wage rate for seven and one half (7 ½) hours of work.

SECTION 7.3: The night shift shall be worked from 12:30 am to 8:00 am. Employees working the night shift shall receive eight (8) hours pay at fifty cents (\$.50) over the regular hourly rate for seven (7) hours of work.

SECTION 7.4: A thirty (30) minute lunch period occurring in the middle of each shift shall be allowed on each shift.

SECTION 7.5: A shift clause shall apply on regular weekdays 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.

SECTION 7.6: There shall be no pyramiding of rates and double the straight-time rate shall be the maximum compensation for any hour worked.

SECTION 7.7: 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 7.8: SPECIAL SHIFT: By prior notification by the Employer to the Union, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive eight (8) hours pay for seven (7) hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the authorized Local Union Representative and the Employer.

ARTICLE VIII
WAGES AND FRINGE BENEFITS

SECTION 8.1: The hourly base wage rates for all employees (except apprentices) performing work covered under this Agreement shall be as follows:

Tile Setters:

- (a) Effective June 1, 2012 to May 31, 2013 (see "Addendum A-1" for Journeyman and Apprentice wage and benefit schedule)
- (b) Effective June 1, 2013 to May 31, 2014: \$1.00 per hour increase (Employer shall be notified in writing prior to June 1, 2013 of placement of increase)
- (c) Effective June 1, 2014 to May 31, 2015: \$1.00 per hour increase (Employer shall be notified in writing prior to June 1, 2014 of placement of increase)

Tile Finishers:

- (a) Effective June 1, 2012 to May 31, 2013 (see "Addendum A-1" for Journeyman and Apprentice wage and benefit schedule)
- (b) Effective June 1, 2013 to May 31, 2014: \$1.00 per hour increase (Employer shall be notified in writing prior to June 1, 2013 of placement of increase)
- (c) Effective June 1, 2014 to May 31, 2015: \$1.00 per hour increase (Employer shall be notified in writing prior to June 1, 2014 of placement of increase)

SECTION 8.2: 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 in Article VIII.

SECTION 8.3: Probationary Finishers:

| | |
|--------------------------------|--------------------------------|
| 1 st 6 months – 50% | 3 rd 6 months – 80% |
| 2 nd 6 months – 70% | 4 th 6 months – 90% |

SECTION 8.4: In addition to the wages and other payments as herein provided, the Employer agrees, beginning on June 1, 2012, 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 worked which the Union has specified, or specifies from time to time and so advises the Employers in writing to the following designated funds:

(a) **VACATION FUND:**

- (1) The contribution to the Vacation Fund of Bricklayers and Allied Craftworkers Local #6 IL – Peoria Chapter, which was established under an agreement and Declaration of Trust, dated May 1, 1965, shall be a total as specified herein for each hour worked or portion thereof, for which a covered employee works.
- (2) The Employer agrees that this Vacation Fund contribution shall be deducted from the covered employees' wages after all tax deductions have been made.
- (3) The payments required shall be submitted on forms supplied by the Union.

(b) **BUILDING TRADES DUES CHECK-OFF:**

- (1) The contribution for Building Trades Dues Check-off shall be a total as specified herein for each hour worked or portion thereof, for which a covered employee works.
- (2) 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.
- (3) The payments required shall be submitted on forms supplied by the Union.

(c) CHECK-OFF AND LOCAL DUES:

- (1) 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 each hour worked 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 works.

(d) TRI-COUNTY CONSTRUCTION LABOR-MANAGEMENT COUNCIL (TRICON):

- (1) The parties hereto recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end the parties hereto in the future may mutually agree to participate in, support and, in part, (by terms to be set forth by Amendment to this Agreement) fund the operations of the Tri-County Construction Labor-Management Council (TRICON), which was established under an Agreement and Declaration of Trust, dated January 21, 1985.

(e) HEALTH & WELFARE FUND:

- (1) 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 East 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 (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 71031, Chicago IL 60694-1031.

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

(f) LOCAL PENSION FUND:

(1) The contribution to the Bricklayers and Allied Craftworkers Local #6 IL Pension Trust Fund, which was established under an Agreement and Declaration of Trust, dated August 31, 1977, shall be a total as specified herein for each hour worked or portion thereof, for which a covered employee works.

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

(g) INTERNATIONAL PENSION FUND:

(1) The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF), which was established under an Agreement and Declaration of Trust, dated July 1, 1972, shall be a total as specified herein for each hour worked or portion thereof, for which a covered employee works.

(2) 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.

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

(h) CENTRAL IL MASON CONTRACTORS ASSOCIATION – INDUSTRY FUND:

(1) The Central Illinois Mason Contractors Association Industry Fund current Trust Agreement is incorporated in and made a part of this Agreement and shall be binding on all signatory Employers employing workers under this Agreement.

(2) Effective upon implementation of this Agreement, each signatory Employer will contribute for every hour worked by every Employee of the Employer covered by this Agreement. Industry Fund payments must be made monthly. Delinquent contribution payments are subject to penalties, interest, liquidated damages, and any other costs incurred during collection in accord with the CIMCA Industry Fund Trust Delinquency Policy.

(3) The CIMCA-IFT contribution rate shall not exceed one and one-half (1 ½%) of the journeyman wage rate. The CIMCA-IFT contribution rate will be determined by Industry Fund Trustees on an annual basis during the term of the Agreement. The funding of CIMCA-IFT is the obligation of the Employer over and above the total wage package.

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

(i) INTERNATIONAL MASONRY INSTITUTE:

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

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

(j) APPRENTICESHIP AND TRAINING FUND:

- (1) The contribution to the Bricklayers & Allied Craftworkers Local #6 Joint Apprenticeship and Training Fund, which was established under an Agreement and Declaration of Trust, dated April 22, 1999, shall be a total as specified herein for each hour worked or portion thereof, for which a covered employee works.
- (2) The payments required shall be submitted on forms supplied by the Union.

SECTION 8.5: The Employer shall furnish to employees the exact amount that has been contributed on his behalf into the Health & Welfare, Pension and Vacation Funds upon layoff or by request of the employee. The Employer shall have ten (10) days to comply.

SECTION 8.6: Except as provided in Article XI, all employees covered under this Agreement must receive the same rate of wages either the minimum or any higher rate the Employer sees fit to pay. However, once a higher rate is paid it must continue until all work is completed on that job. This also includes subsistence pay.

SECTION 8.7: SUBSISTENCE PAY:

- (a) From 50 to 100 miles - riding in company vehicle - \$25 per day
From 50 to 100 miles - driving / riding private vehicle - \$35 per day
- (b) Over 100 miles - whether riding in company vehicle or driving private vehicle - \$70 per day
- (c) Mileage to be measured from Peoria County Courthouse.

ARTICLE IX
OVERTIME

SECTION 9.1: All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of one and one half (1 ½) times the hourly base wage rate in effect. All time worked on Sundays and on the Holidays specified in Article X shall be paid for at the rate of double (2) the hourly base wage rate in effect.

SECTION 9.2: The Employer shall notify the Union of any planned overtime before such work commences. All charges of violation of this section shall be processed in accordance with the procedure for handling grievances as described in Article XXVII of this Agreement.

ARTICLE X
HOLIDAYS

All work done on Sundays and holidays shall be paid for at the double time rate. The following holidays shall be celebrated as observed by the Federal Government: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day is to be celebrated the day after Thanksgiving. 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 authorized Local Union Representative. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE XI
FOREMAN AND SUPERVISORS

SECTION 11.1: The Union acknowledges that the Contractor 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 Tile Setter craft, their qualifications and salary shall be determined by the Contractor. A Contractor may serve as his own supervisor.

SECTION 11.2: Supervisors shall not perform bargaining unit work.

SECTION 11.3: Whenever more than one (1) tile setter is employed one (1) of these tile setters shall be designated as foreman. The foreman shall not exercise supervisory authority as defined in Section 11.1 but shall transmit work directives to the crew of tile setters to which he is assigned and perform unit work and various lead functions as assigned.

SECTION 11.4: Contractors and/or supervisors shall transmit their orders and directives through the foreman, except when the contractor or supervisor is an experienced practical tile setter.

SECTION 11.5: All foremen shall be members of the bargaining unit covered by this Agreement and subject to the union security clause and grievance procedure.

SECTION 11.6: FOREMAN PAY: When one (1) to five (5) Tile Setters or Marble Masons are employed on a commercial job, foreman's pay shall be one dollar twenty five cents (\$1.25) over the regular rate of pay. When six (6) or more are employed, foreman's pay shall be one dollar seventy-five cents (\$1.75) over the regular rate of pay. If a superintendent is employed, his pay shall be seventy-five cents (\$.75) over foreman's pay.

ARTICLE XII **PAYDAY**

SECTION 12.1: PAYDAY AND HOLDBACK: The regular payday shall be once a week on Friday except when payday is a holiday, then the last work day before the holiday shall be payday.

SECTION 12.2: Wages shall be payable before quitting time and are to be paid in cash, Electronic Fund Transfer (EFT) or other legal tender. The weekly payroll shall end no earlier than the third (3rd) 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 12.3: If no work 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 12.4: When an employee is laid off or discharged their pay continues until paid in full, in cash, other legal tender or Electronic Fund Transfer (EFT). When employees quit of their own accord, they shall wait for the regular payday for their wages.

SECTION 12.5: If employees are made to wait beyond that time for their money, they shall be paid regular rate of wages for all the time they wait.

SECTION 12.6: By mutual agreement, the authorized Local Union Representative and Contractor may alter payday or holdback on any job site with reasonable cause.

ARTICLE XIII **REPORTING FOR WORK**

SECTION 13.1: Employees will be paid for only the hours worked unless they are retained at the job site by request of the Employer, upon which they will wait until the Employer discharges them. They shall receive regular pay for waiting.

SECTION 13.2 Employees reporting for work upon order expressed or implied by Employer and not put to work for any reason except weather conditions, fire, accident or other unavoidable causes shall receive two (2) hours pay for lost time.

SECTION 13.3 Employees who have been working for a contractor and laid off before they work two (2) hours in any one day shall be paid two (2) hours time not counting the previous day's work.

SECTION 13.4: Employees will not wait without pay because of power failure.

ARTICLE XIV **WORK LIMITATIONS**

There shall be no limitation placed on the amount of work to be performed by any workman during working hours nor will any slowdowns, stand-by crews, or the paying or receiving of monies for services not actually performed be permitted except as outlined in this Agreement.

ARTICLE XV **HIRING PREFERENCE**

SECTION 15.1: Subject to the policies regarding traveling members established from time to time by the International Union of Bricklayers and Allied Craftworkers, the Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall in hiring employees covered by this Agreement, give preference to persons residing or normally employed in the geographic area covered by this Agreement.

SECTION 15.2: The Employer shall be the sole judge of the competency and qualifications of individuals referred by the Union, and also of the number of employees required at any time. The Employer shall retain the right to reject any applicant referred by the Union.

SECTION 15.3: If, upon request, the Local Union is unable or fails within forty eight (48) hours (Saturdays, Sundays, and holidays excluded) to supply qualified employees including those with special skills, the Employer may secure such employees from any source.

ARTICLE XVI **APPRENTICES**

SECTION 16.1: The Employer and the Union hereby agree to be bound by the terms of this Agreement between the Bricklayers and Allied Craftworkers Local #6 IL – Peoria Chapter and Central IL Mason Contractors Association establishing an Apprenticeship Educational and Training Trust Fund which became effective in April 1999, and they further agree to participate in and support the activities of such Trust Fund and to abide by its rules and requirements governing the selection, qualification, education and training of all apprentices.

SECTION 16.2: It is recognized that failure to provide training opportunities for journeymen and apprentices, and the failure of these individuals to take advantage of these opportunities stands as an impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end,

the Union may provide to Employers current lists of those tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

It is further agreed that the Union will provide to management specific information on the scope of any journeyman upgrade training.

ARTICLE XVII **STEWARDS**

SECTION 17.1: A permanent steward may be appointed by the authorized Local Union Representative on each job when tile setters are employed and shall remain on that job until all tile work is completed.

SECTION 17.2: All stewards shall work at the trade except when conducting their duties as steward.

SECTION 17.3: It is recognized by the parties of this Agreement that the Union stewards have no authority to induce or encourage any work stoppage or picketing and no such action by any steward shall be attributed to the Union.

SECTION 17.4: No steward shall be discharged for performing their duties as steward.

ARTICLE XVIII **DRUG AND ALCOHOL POLICY**

SECTION 18.1: 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 propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formally known as NIDA) guidelines. Contractors will develop and maintain a drug 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), upon reasonable suspicion 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 \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol (definition to be included in appendix to follow) or unauthorized prescribed medicines on the Employer's property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after use of any illegal substance or alcohol (as defined as a positive under this policy).

SECTION 18.2: All applicants for employment with any signatory contractor can be required to submit and pass a drug test at the Employer's expense. 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, they will be paid to the end of the day of notification in full. All drug testing will be performed during normal working hours.

SECTION 18.3: No test need be performed, however, if the applicant has been employed by a contractor covered by this Agreement, provided the individual authorizes the contractor to obtain information from past employers to establish the individual's participation in this drug and alcohol testing program. All requests for information and information provided shall be maintained in strict confidence.

SECTION 18.4: It is recognized that employees may be required to submit to testing as required by a project owner at the Employer's expense. Employees must agree to such testing, provided such tests meet the minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to

have voluntarily quit their employment for all purposes under this Agreement and shall give rise to rebuttable presumption that the employee had violated this policy.

SECTION 18.5: 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 SAMHSA 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 if employment is available, shall provide that individual with employment.

SECTION 18.6: Employees taking prescription medication which, according to their physician, may have physical or mental side-effects which could affect their performance on the job, should report the use of said medication to the site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for the use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The Employer reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

SECTION 18.7: An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

SECTION 18.8: No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under federal regulations (Federal Register 59 Fed. Reg 7333-4) for the Department of Transportation regarding drug and alcohol testing.

SECTION 18.9: Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include any wages and benefits that would have been paid had the employee's work hours not been interrupted by the test. Upon written consent of the suspected employee, the Union shall be notified that this member has been requested to submit to drug and/or alcohol testing.

SECTION 18.10: Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the company and the Union. The company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies a company representative that he or she may have a substance abuse problem in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement, provided the Employer has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the testing health care provider, the employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek after initial treatment, but rather one of encouraging those who feel the need for help to seek it.

SECTION 18.11: Any disciplinary action taken under this policy will be subject to existing collective bargaining procedures.

SECTION 18.12: The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including, but

not limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the job site or company property.

SECTION 18.13: Funding procedures for a drug-free workplace construction industry program will be mutually agreed upon by the Building Trades and the Contractor's Association.

ARTICLE XIX **SAFETY**

SECTION 19.1: It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

It is important to succeed in this cooperative effort because it is also recognized that failure can mean emotional and financial hardship for the employee and a threat to the security of his or her family.

It is because of these mutual benefits that labor and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

SECTION 19.2: In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any persons in the event that injury or accident occurs.

SECTION 19.3: The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive responsibility of the Employer to assure compliance with safety and health standards and rules.

SECTION 19.4: Failure on the part of the employee to comply with safety rules and policies established by the Employer may be grounds for dismissal.

SECTION 19.5: Employees injured on the job and ordered home by the doctor are to receive a full days pay. Written notice from the doctor is required.

SECTION 19.6: When employees are required to wear hard hats they must be furnished by the Employer. All required safety equipment and protective clothing when working with synthetic materials must also be furnished by the Employer.

ARTICLE XX **DUTIES OF EMPLOYER**

SECTION 20.1: No contractor shall obtain referrals from the Union or directly employ any tile setter in the jurisdiction of this Union unless it has signed a current Collective Bargaining Agreement with this Union and a copy of such Agreement is on file with the Union.

SECTION 20.2: An Employer operating a sole proprietorship shall not work with the tools of the trade unless there is at least one (1) other tile setter 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 (1) other tile setter employed. When an Employer operates as a

corporation no more than one (1) officer, incorporator 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 tile setter employed.

SECTION 20.3: 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 20.2, 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 20.4: Contractors must carry Workers Compensation Insurance and pay into Unemployment Insurance funds as required by the State of Illinois 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 20.5: Employer shall furnish all mortar boards and stands, all electric tools, straight edges, rubber floats, notched trowels and cutting wheels. Employee shall turn in old tools for new ones.

SECTION 20.6: Employer shall furnish to tile setter proper working instructions in writing covering all work to be done on any and all jobs. On complicated work a setting plan shall accompany working instructions.

ARTICLE XXI **UNION ACCESS**

The authorized Local Union Representative, his successors and duly appointed agents shall have access to all jobs at all times to conduct the affairs of his office.

ARTICLE XXII **DISMISSAL**

SECTION 22.1: Inefficiency, drunkenness, dishonesty, carelessness, insubordination, disrespect toward customers, avoidable delay in effecting deliveries, theft and drug abuse shall be sufficient cause for dismissal.

SECTION 22.2: If a Union member is found to have violated the foregoing provisions and has performed actual work on a specified job the Union, through its Executive Board, shall take all necessary steps to permanently curtail such activity by said member.

ARTICLE XXIII **CONTRACTING**

SECTION 23.1: Tile Setters shall work only for tile contractors except in special cases.

SECTION 23.2: The authorized Local Union Representative of the Peoria Chapter of Local #6 must be notified prior to commencing activity performed under this Article. The following information shall be logged with the Peoria Chapter of Local #6.

- (a) Name of Local #6 member petitioning and performing services rendered under this Article.
- (b) Name and address of customer receiving services referenced under this Article.
- (c) Type of work proposed to customer referenced under this Article.
- (d) Approximate date services will be performed referenced under this Article.

All local signatory union contractors upon request shall have immediate access to the logging information required as outlined under a, b, c and d referenced in this Article.

SECTION 23.3: Non-signatory union members of the Peoria Chapter 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 XXIV SCOPE OF WORK

SECTION 24.1: Employers who are signatory to this Agreement in contracting work shall endeavor to include all work that falls under the craft jurisdiction of the tile setters, marble masons, mosaic, terrazzo workers and finishers in their contract.

SECTION 24.2: 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 24.3: Employees shall have the right to use all tools and equipment they consider necessary in the performance of their work.

SECTION 24.4: The Employer shall endeavor to include in their contract the final float coat or setting bed, when in cement mortar, and this shall be put on by the tile setters.

SECTION 24.5: 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 XXV WORK RULES & CONDITIONS

SECTION 25.1: Tile Finishers shall accompany tile setters, marble masons, mosaic and terrazzo workers on the jobs where it is clearly in the interest of economy in the judgement of and at the discretion of the Employer.

- (a) Tile Setters may be sent on thin set or mastic job alone.
- (b) Tile Setters may work alone on patch work.

SECTION 25.2: All tools furnished by the Employer must be returned by the employee when laid off.

SECTION 25.3: Employer shall not require employees to transport material or equipment in employee's conveyance.

SECTION 25.4: Employer shall provide sanitary drinking facilities on all jobs where practical. Ice shall be furnished from June 1st to October 1st for the drinking water.

SECTION 25.5: Employer shall provide temporary and sanitary toilet facilities on all jobs where practical.

SECTION 25.6: Tile setters, marble masons, mosaic, terrazzo workers and finishers shall remain on the job until all work has been completed. This is to be at the discretion of the Employer and provided the mechanic is not laid off.

SECTION 25.7: Employees are not to bargain or contract for certain amounts of work to be done in a designated time - this includes piece work. Nor will there be any slow down or stand-by crews permitted.

ARTICLE XXVI **DELINQUENT EMPLOYERS**

SECTION 26.1: Each Employer shall complete the forms as supplied by the Union and shall transmit the required amount to the depositories on or before the fifteenth (15th) day of each month for all contributions attributable to the prior calendar month. Said forms shall contain such information concerning the details of the payments and hours worked by covered employees as is determined by the trustees of said fund for the sound administration and operation of all funds contained herein.

The trustees or administrators for any fund or the Union have the right to verify the accuracy or authenticity of the information completed on the forms or in the case of an Employer who files no forms to verify that none was required, by, upon ten (10) days minimum notice, having an examination of the payroll records of the Employers covered by this Agreement made by a certified public accountant. Each Employer shall maintain records with respect to each of its employees sufficient to determine the contributions due or which may become due on behalf of such employees. Each Employer shall maintain the original time cards or time sheets for all employees in such manner so as to permit the certified public accountant to conduct an independent verification of the Employer's payroll records. The Employer shall cooperate with such audit to the fullest extent possible. In the event any underpaid discrepancy is discovered the Employer shall pay the reasonable damages as assessed by the funds' trustees and shall be liable for all reasonable costs for collecting payments due including accounting and attorney fees incurred even though no legal actions are actually instituted. The Union shall have the right to determine damages and collection fees in matters relating to discrepancies with the Dues Check-off fund.

SECTION 26.2: In the event that any portion of or all the fringe benefits now or in the future covered in the Agreement be discontinued for any reason whatsoever, the total amount shall be added to the prevailing base wage rate or any fringe benefits still in existence. Placement of the monies shall be decided by the Union membership.

SECTION 26.3: Bonding is required by all contractors for the fringe benefit contributions and deductions as provided for in Section 7.3 of this Agreement according to the following terms:

- (a) Employers with a proven record of good past payment experience shall immediately furnish to the Union a fidelity bond guaranteeing payment of all benefit contributions, deductions, and collection costs.
- (b) Employers with two (2) or more delinquencies in the past two years (24 months) shall be required to provide a bond equal to an average of three (3) months payments over the past year. These contractors must remain current with all payments for two years (24 months) before the bond requirement is waived. Contractors may make one (1) appeal during the term of this agreement.

- (c) New Employers with no proven record shall provide a bond with an estimated amount equal to three (3) months average payment. The bond is required before commencement of the project and its terms shall stay in effect for a period of two years (24 months) the Employer under this Agreement.
- (d) Should an Employer increase the number of employees by more than fifty percent (50%) of the average number employed in the previous year, the trustees may require that the amount of the bond be increased proportionately.

SECTION 26.4: 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 failure to comply with bonding requirements.

SECTION 26.5: Employers signatory to this Agreement agree that they will not sublet from, contract with, or arrange with any person, firm or corporation to do any work on an uncompleted project where the prior Employer on said project owes wages to employees or fringe benefits to various Trust Funds for work covered by this Agreement. The Employer will insure that such delinquent payments are made prior to commencement of unfinished work.

ARTICLE XXVII GRIEVANCE PROCEDURE

SECTION 27.1: 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 quarterly, 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. The presence of two (2) representatives of the Union and two (2) representatives of the Association shall constitute a quorum.

SECTION 27.2: 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 three (3) days after the alleged violation is committed or discovered.

SECTION 27.3: 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 two (2) 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.
- (d) If the Joint Arbitration Board cannot reach a satisfactory settlement within two (2) 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 27.4: 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 27.3 of this Article, the parties agree that such settlements shall not be precedent-setting.

SECTION 27.5: 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 27.6: Except as provided in Section 27.4 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 Article XXVII have been exhausted and then only in the event a party fails or refuses to abide by the final decision.

SECTION 27.7: At any time during the life of this Agreement, if a signatory contractor believes that the Local has not adequately policed the craft, it may request a meeting of the Joint Arbitration Board to discuss the subject in detail.

ARTICLE XXVIII JURISDICTIONAL DISPUTE PROCEDURE

SECTION 28.1: In the event a jurisdictional dispute arises by and between Local Union #6 Illinois Bricklayers & Allied Craftworkers (hereafter Bricklayers) shall take all steps necessary to promptly resolve the dispute, however, in no event shall these be any work stoppage by either union regarding this dispute. Further, there shall be no lawsuit filed over any jurisdictional issues nor shall any Trust Fund file suit to claim that the work covered under a particular collective bargaining agreement should be included in the claim by the Fund where there is evidence that contributions were paid to a separate fund. Absent an agreement of the unions, the assignment of work by the Employer shall be binding on the unions.

In the event a dispute relating to the work jurisdictions, all parties, including the employer (contractors or subcontractors) agree that a final and binding resolution of the dispute shall be achieved, as follows:

1. Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the general president of his/her designee as the International dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding on all parties. The Employer retains the right to effectuate an interim decision with respect to jurisdictional disputed pending the convening of the representatives' referenced in this paragraph.
2. If no agreement is reached as a result of paragraph 1, the matter shall be immediately referred to an arbitrator selected from a standing panel of five obtained from the FMCS from one shall be selected by the parties to hear and determine the dispute. The panel shall be

obtained within five (5) days of the execution of the Agreement and shall constitute a standing panel of arbitrators, each of which shall have the authority to finally resolve the dispute under this Article. The arbitrator shall be a member of the National Academy of Arbitrators.

3. The selected arbitrator will set and hold a hearing within five (5) working days of the referral to arbitrator and the employer and the affected local union(s) shall be notified by facsimile mail of the time and place of hearing as described above. The failure of any party or parties to attend such hearing after receipt of actual notice shall not delay the hearing or issuance of decision by the arbitrator. The time period set forth can be extended only by mutual written agreement of the parties.
4. The arbitrator shall issue a short form written decision within three (3) days after the close of hearing provided that upon request of any party a full opinion shall be issued to the parties within thirty (30) days after the close of the hearing. Written positions or memoranda may be submitted by the parties only upon specific request of the arbitrator, providing it cause no delay. The decision shall be final and binding on all parties.
5. In rendering his decision, the arbitrator shall be bound by the historical and traditional practices of the parties on Employer properties. The arbitrator may also consider work assignments made in accordance with written agreements, established trade practices or prevailing practices on Employers properties. Absent such agreements or practices, the arbitrator may look to such other factors as are traditionally employed in determining work assignments and resolving jurisdictional disputes including but not limited to the recognized and written trade jurisdiction of the union, recognized practices in the local area; agreements with employers, skill(s) and ability of the represented employees to perform the work and such other factors as the arbitrator may deem relevant.
6. The services of the arbitrator shall be divided evenly and paid for by each participating party, and each party to the arbitration shall bear its own expense.
7. Under this procedure there will be no strikes or lockouts over jurisdictional disputes.

This procedure shall be exclusive means of jurisdictional dispute resolution.

ARTICLE XXIX **DISCRIMINATION**

SECTION 29.1: No employee covered by this Agreement shall be discriminated against or disciplined in any way for refusing to work for a contractor who has breached this Agreement.

SECTION 29.2: Neither party to this Agreement shall discriminate against any employee or any Employer covered by this Agreement by reason or said person's age, sex, race, color, religious affiliation or national origin.

ARTICLE XXX **SUBCONTRACTING**

SECTION 30.1: The Employer agrees not to subcontract any bargaining unit work to be performed at the site of construction, alteration or repair except to a person, firm or corporation signatory to this Agreement.

SECTION 30.2: 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 arbitrations of disputes.

**ARTICLE XXXI
SEPARABILITY AND SAVINGS PROVISION**

SECTION 31.1: It is the intent of the parties hereto to abide by all applicable Federal and State statutes and rules and regulations made pursuant thereto. If any provision of this Agreement is held invalid by any court or governmental agency having jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained by such tribunal pending a final determination as to its validity, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in force and effect.

SECTION 31.2: In the event that any provision of this Agreement is held invalid, or enforcement of or compliance with any provision is restrained, the Union and the Employer shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, incorporating the substance of such provision to the extent allowable under the law, to be in effect during the period of invalidity or restraint.

IN WITNESS WHEREOF, the parties hereto by their duly authorized agents have executed this Agreement the first (1st) day of June 2012.

CENTRAL IL MASON CONTRACTORS
ASSOCIATION

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL #6 ILLINOIS

Executive Vice-President

President

ADDENDUM "A-1"

Wage and Benefit Schedule: Tile Setter

Effective June 1, 2012 to May 31, 2013:

| | | |
|---|---------------------------------------|----------------|
| * | Wage | \$31.51 |
| | Health & Welfare | 7.70 |
| | Local Pension | 7.40 |
| | International Pension | 1.50 |
| | IPF – PPA | .23 |
| | IMI (International Masonry Institute) | .49 |
| | Apprentice Training | .23 |
| | TRICON | .05 |
| | CIMCA | .07 |
| | Total | \$49.18 |

Foreman plus – 1 – 5 men \$1.25 / 6 or more men \$1.75

Superintendent – Foreman's \$.75 plus \$.75

| | | |
|---|---------------------------|--------------------------------|
| * | Deduct from wages: | |
| | Journeyman | \$1.86 per hour Dues Check-Off |
| | Apprentice | \$1.61 per hour Dues Check-Off |
| | | \$1.00 Vacation |

Wage increase effective 06/01/2013 \$1.00 to be allocated

Wage increase effective 06/01/2014 \$1.00 to be allocated

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

| | |
|-----------------|--------------------------|
| 1 st | 6 months - 50% / \$15.76 |
| 2 nd | 6 months - 60% / \$18.91 |
| 3 rd | 6 months - 65% / \$20.48 |
| 4 th | 6 months - 70% / \$22.06 |
| 5 th | 6 months - 75% / \$23.63 |
| 6 th | 6 months - 80% / \$25.21 |
| 7 th | 6 months – 90% / \$28.36 |

Subsistence Pay for 06/01/2012 to 05/31/2015:

(a) From 50 to 100 miles: riding in company vehicle - \$25 per day

driving/riding private vehicle - \$35 per day

(b) Over 100 miles – whether riding in company vehicle or driving private vehicle - \$70 per day

(c) Mileage to be measured from Peoria County Courthouse

GEOGRAPHIC JURISDICTION

Counties: DeWitt, Fulton, Henderson, Knox, Marshall, McLean, Peoria, Tazewell, Warren, Woodford

ADDENDUM "A-1"

Wage and Benefit Schedule:

Tile & Marble Finishers / Terrazzo Finishers & Grinders / Base Machine Operators

Effective June 1, 2012 to May 1, 2013:

| | | |
|---|---------------------------------------|----------------|
| * | Wage | \$29.75 |
| | Health & Welfare | 7.70 |
| | Local Pension | 7.40 |
| | International Pension | 1.50 |
| | IPF – PPA | .23 |
| | IMI (International Masonry Institute) | .49 |
| | Apprentice Training | .23 |
| | TRICON | .05 |
| | CIMCA | .07 |
| | Total | \$47.42 |

| | | |
|---|---------------------------|--------------------------------|
| * | Deduct from wages: | |
| | Journeyman | \$1.82 per hour Dues Check-Off |
| | Probation | \$1.58 per hour Dues Check-Off |
| | | \$1.00 Vacation |

| | | |
|--------------------------------|------------|------------------------|
| Wage increase effective | 06/01/2013 | \$1.00 to be allocated |
| Wage increase effective | 06/01/2014 | \$1.00 to be allocated |

Probationary period

(must add benefits as per journeyman)

- 1st 6 months - 50% / \$14.88
- 2nd 6 months - 70% / \$20.83
- 3rd 6 months - 80% / \$23.80
- 4th 6 months - 90% / \$26.78

Subsistence Pay for 06/01/2012 to 05/31/2015:

- (a) From 50 to 100 miles: riding in company vehicle - \$25 per day
driving/riding private vehicle - \$35 per day
- (c) Over 100 miles – whether riding in company vehicle or driving private vehicle - \$70 per day
- (d) Mileage to be measured from Peoria County Courthouse

GEOGRAPHIC JURISDICTION

Counties: DeWitt, Fulton, Henderson, Knox, Marshall, McLean, Peoria, Tazewell, Warren, Woodford