

JOINT AGREEMENT
and
WORKING RULES
FOR ASSOCIATION AND INDEPENDENT
CONTRACTS
JUNE 1, 2000
through
MAY 31, 2004
between
MASON CONTRACTORS ASSOCIATION
OF GREATER CHICAGO

K 8433
1,750 workers
73 pp.

BUILDERS ASSOCIATION OF GREATER CHICAGO
FOX VALLEY MASON CONTRACTORS ASSOCIATION
LAKE COUNTY CONTRACTORS ASSOCIATION
SOUTH DUPAGE MASON CONTRACTORS ASSOCIATION
FOX VALLEY GENERAL CONTRACTORS ASSOCIATION
and
CONTRACTORS ASSOCIATION
OF WILL AND GRUNDY COUNTIES
and
ILLINOIS DISTRICT COUNCIL NO. 1
of the
INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS,
CONSISTING OF BRICKLAYERS LOCAL UNIONS
Nos. 14, 20, 21, 27, 56, and 74

1950 West 43rd Street
Chicago, Illinois 60609
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Pete Marinopoulos, *President*
Henry Kramer, *Secretary-Treasurer*

THESE NOTICES DO NOT CONSTITUTE A PART OF THE JOINT AGREEMENT AND WORKING RULES CONTAINED IN THIS BOOKLET.

NOTICE

Employers are cautioned that they are responsible for complying with all applicable State and Federal wage and hour laws when implementing the provisions of this Joint Agreement.

NOTICE

In accordance with Section 33.34 of this Joint Agreement, all refractory provisions are to be superceded by the International Union Refractory Agreement when it is negotiated. However, if an Employer is a party to both agreements, the Union is agreeable to refractory work being performed under the terms of either this Joint Agreement or under the terms of the International Union Refractory Agreement, at the Employer's option.

NOTICE

Wage and Benefit contribution information for Independent Contracts is located on page 67.

Wage and Benefit contribution information for Contractors Association of Will and Grundy Counties is located on page 69.

NOTICE

Words such as "he," "his," "journeymen," and "foremen" are meant to refer to Bricklayers of both genders.

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JOINT AGREEMENT

This Joint Agreement is entered into between representatives of labor and management. The representative of labor is Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers (the "District Council"), consisting of Illinois Bricklayers Local Unions Nos. 14, 20, 21, 27, 56, and 74 (the District Council and these local unions being called collectively the "Unions" or each called singularly the "Union"). The management representatives are the Mason Contractors Association of Greater Chicago, the Builders Association of Greater Chicago, the Fox Valley Mason Contractors Association, the Lake County Contractors Association, South DuPage Mason Contractors Association, and the Fox Valley General Contractors Association (the "Associations"), by the Northern Illinois Mason Employers Council, their bargaining representative, acting in their own behalf and on behalf of their members whose names are set forth in Exhibit A, prepared separately but forming a part of this Joint Agreement, and any such employer who may hereafter join an Association and give that Association its bargaining rights, including such employers who prior to joining an Association may have executed an individual Memorandum of Understanding with the Union, it being understood that upon becoming a member of any of the above Associations, such employers will be solely obligated to observe the terms of this Joint Agreement and any such prior Memorandum of Understanding shall become null and void. The Association shall inform the Union of its acceptance of any employer not listed in Exhibit A as a member by providing written notice, accompanied by a copy of the employer's signed application for membership. The employer will become bound to this Joint Agreement as of the time such written notice is served on the Union by the Association (all employers will be called collectively the "Employers" or each called singularly the "Employer").

ARTICLE I AREA COVERED BY THIS AGREEMENT

1.1

Except where otherwise provided herein, this Joint

Agreement shall cover the geographical area of Cook County, Lake County, Will County, Grundy County (with the sole exception of the DuPont Plant located on the western edge of Grundy County), DuPage County, Kendall County, DeKalb County, Kane County, and McHenry County, State of Illinois, and such additional territory which the Unions or the District Council shall subsequently acquire by approval of the International Union of Bricklayers and Allied Craftworkers.

1.2

Employers whose bargaining rights are held only by the Builders Association of Chicago shall be bound by the Joint Agreement only with respect to work performed in Cook, Lake, and DuPage Counties, State of Illinois.

ARTICLE II BASIC PRINCIPLES

2.1

The Employers and the Unions have a common and sympathetic interest in the Masonry Industry. Therefore, a working system and harmonious relationship between the Employers, the Unions, and the Public is essential. Progress in industry demands a mutuality of confidence between the Employers and the Unions. All will benefit by close cooperation in adjusting any differences by rational common sense methods.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE III EFFECTIVE DATE AND DURATION

3.1

The effective date of this Agreement shall be June 1, 2000, and this Agreement shall continue in full force and effect through and until May 31, 2004.

ARTICLE IV UNION SECURITY

4.1

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the eighth day following the beginning of such employment become and remain members in good standing in the Union.

4.2 Union Membership Status:

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

ARTICLE V BARGAINING UNIT AND RECOGNITION

5.1

This Agreement shall apply to all work within the trade jurisdiction of the Union and performed by this craft. The bargaining unit shall consist of all bricklayers and allied craftworkers, stone masons and apprentices engaged in such occupational and craft work and the Employers recognize the Union as the sole and exclusive representative for all bricklayers and allied craftworkers, stone masons and apprentices employed by the Employers for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. Only the employees

in the bargaining unit shall perform the work covered by this Agreement.

5.2

For the purposes of the Health and Welfare and Pension and Annuity contributions only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor-Management Relations Act, as amended, and who at one time were employee members of the bargaining unit herein on whose behalf contributions were required to be made to the Health and Welfare and Pension and Annuity Funds, unless written notice to the contrary signed by the supervisor is furnished to each of the applicable trust funds within 30 days of the commencement of employment as supervisor.

5.3

On all jobs covered by this Agreement, the Employer shall give first priority in hiring to qualified employees who have had prior experience with Employers covered by this Agreement and second priority to qualified employees who have previously worked in the industry within the area covered by the jurisdiction of the Local Union in which the job is located, so that in any event on all jobs within the jurisdiction of a Local Union, at least fifty (50) percent of the employees on each job shall be employees who have had prior experience working for Employers covered by this Agreement and who previously worked in the industry within the jurisdiction of the Local Union in which the job is located.

5.4

Each Association shall furnish to the District Council written notice of the name, address, telephone number, date of membership, and location or locations at which it is employing bricklayers, if any, and the name of each member which assigns its bargaining rights to the Association, within 14 days of the date of said membership or assignment.

ARTICLE VI

WORK WEEK AND PAYMENT OF WAGES

6.1

The work week, for pay purposes, shall commence at 8:00 A.M., on Monday and end at 8:00 A.M., the following Monday. Upon mutual agreement between the Employer and the Union, which mutual agreement shall be reduced to writing, the starting time on a particular job may be advanced to, but not earlier than 7:00 A.M., and the quitting time shall be eight and one-half hours after the starting time. However, no job shall start earlier than 7:00 A.M., and no Union nor Employer shall be responsible for obtaining or paying premium pay if a bricklayer reports for work earlier than 7:00 A.M.

6.2

It is hereby agreed that employees shall be paid on the job before 4:00 P.M. on Wednesday of the week following the week in which the work was performed, except where a holiday is celebrated on a Monday of the week in which payment is made, in which case payment shall be made before 4:00 P.M. Thursday of the said week. All payroll checks issued must have the contractor's name, his office or home address, and telephone number printed thereon. A detachable stub recording social security taxes and other authorized deductions shall be attached to all pay checks.

6.3

Time checks payable at the office of the Employer shall be considered valid, provided the employee be allowed two hours for traveling time. Said traveling time shall be added to the time check by the person issuing the same. If he is not paid promptly upon his arrival at the office and is obliged to wait during working hours, he shall be allowed regular wages for such waiting time. When an employee is directed during the work day expressly to go from one job site to another, he shall be paid for all reasonable time spent in traveling from the initial site to the other site.

6.4

When an employee is discharged he shall be paid

in full and also when he is laid off, if he demands it, except when the lay-off is caused by bad weather or joists high. When an employee quits of his own accord, he shall receive his pay on the next regular pay day.

6.5

If due to inclement weather or no work on a pay day, the contractor will make arrangements for the check to be on the job before 11:00 A.M.

6.6

Should an employee fail to receive his wages on pay day he shall immediately report same to the Union with all facts concerning the case. The Union is permitted to stop any job of an Employer for any non-payment by that Employer of wages or fringes and may publicize such stoppage or attempted stoppage of work (anything to the contrary in this Agreement notwithstanding), and no employee shall be requested or required to work on any job for the Employer until all wages and fringes have been paid in full. Thereafter, the employees shall be permitted to return to their jobs without discrimination or reprisal.

6.7

The normal work week shall consist of forty hours to be paid at the minimum wage rate. Time and one-half shall be paid for work performed in excess of forty hours in one week or in excess of eight hours in one day or on Saturday, except as provided in this section. No disciplinary action will be taken against any bricklayer who refuses to work more than eight hours in one day or forty hours in one week or on a Saturday. Saturday may be used as a make-up day at the straight time rate of pay when work is lost during the regular work week due to inclement weather. First preference for Saturday make-up work will be given to the crews on the job. A contractor who is proven to have worked a Saturday make-up day for any reason other than inclement weather shall not be eligible to work Saturday make-up for the remaining term of the contract. If a Saturday is used as a holiday make-up day, it shall be paid at double-time. Hours worked more than eight on any Saturday shall be paid at the double-time rate of pay.

6.8

Employees are to leave tool house at starting time and be back in tool house at the start of lunch time; leave tool house at end of lunch time and be in the tool house at quitting time when the building is six stories or under. In buildings thirteen (13) stories in height or over, where elevator service is not maintained to carry bricklayers and masons to and from their work, consideration shall be given to bricklayers and masons working on higher stories and a reasonable time should be allowed them to and from the work. Where the tool house is located in the building, it shall not be above the third floor. If by mutual agreement the starting time is advanced to 7:00 A.M., the foregoing provisions shall be advanced one hour, except for the lunch period which shall remain as stated. With the exception of refractory — fire brick employees, there shall be a flexible 30 minute lunch period which shall commence not earlier than 12:00 Noon and end not later than 1:30 P.M. at the option of the Contractor.

6.9

A ten minute break shall be given in the morning, commencing not earlier than two hours, nor later than three hours, after the start of the work day.

6.10

The Employer shall notify the Union not later than 4:00 P.M. on the preceding Friday, in the event his employees are to perform any work on Saturday. In so notifying the Union, he shall furnish the Union with his name and location where the job is to be performed. In the event there is a failure to notify the Union of intended Saturday work, the Union shall have the right to call for an immediate audit of the Employer's records at the Employer's expense.

6.11

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

be performed on Labor Day except in cases of dire emergency and with the consent of the President of the Union.

When a day other than the holiday is missed during a holiday week because of inclement weather, then Saturday may be scheduled and worked as a make-up day at straight time rates. In all other circumstances when work is scheduled and performed on a Saturday during a holiday week, double-time shall be paid. In any event, any work performed on the Saturdays before Labor Day or Memorial Day will be paid at the double-time rate. Work performed on the Saturday following Labor Day or Memorial Day shall be paid at the regular rate of pay applicable for Saturday work as set forth in this Article.

6.12

Where one of the foregoing holidays falls on Sunday, such holiday shall be observed on the following Monday. In the event federal legislation establishes national observance of any of the foregoing holidays either on a day other than the calendar day regularly observed in the past or on a day which is substituted for such existing holiday, the nationally observed day shall be the holiday.

**ARTICLE VII
WAGES AND FRINGE BENEFIT
FUND CONTRIBUTIONS**

7.1

The Local Unions comprising the District Council participate in and are affiliated with various fringe benefit funds. The parties to this Agreement may agree to provide for different fringe benefit fund contributions for work performed within the geographical jurisdiction of one Local Union and another. As set forth in this Article, the recipient and division of fringe benefit fund contributions to be paid for work performed under this Agreement will depend on the Local Union affiliation of the employee performing the work or on the location where the work was performed.

7.2

If an employee is a member of a Local Union which is a member of the District Council, that Local Union shall be the employee's "Home Local." If an employee has a Home Local, fringe benefit contributions on behalf of that employee shall be paid to the Depository Account for Employer Contributions, as provided in Article XXXIII, Section 33.27, for distribution to the fringe benefit funds with which the employee's Home Local is affiliated, or, if the employee has no Home Local, for distribution to the funds with which the Local Union within whose geographical jurisdiction the work was performed is affiliated; except that with respect to contributions to the local apprenticeship and training funds, such contributions shall be distributed through the Depository Account to the local apprenticeship and training fund with which the Local Union within whose geographical jurisdiction the work was performed is affiliated, regardless of whether the employee on whose behalf the contribution is made has a Home Local.

7.3

The "Standard Payment" shall be the wages and fringe benefit fund contributions set forth in section 7.4. The parties to this Agreement may, through side letters or other appropriate written instruments, mutually agree from time to time that the fringe benefit contributions as to one or more Local Unions will be different than the Standard Payment, with such side letters or other written instruments to be negotiated and executed only by duly appointed representatives of the District Council and the Northern Illinois Mason Employers Council. If the parties to this Agreement provide for fringe benefit contributions different than the Standard Payment, the contributions paid for work by a particular employee will be based on the formula for the employee's Home Local if he has one. If the employee has no Home Local, contributions will be based on the formula for the Local Union within whose geographical jurisdiction the work was performed, except that the contributions for an employee without a Home Local whose employment is covered by a reciprocity agreement will be based on the Standard Payment.

7.4

A. The Standard Payment for work performed effective as of June 1, 2000 is as follows:

Wage Rate	\$28.50
Pension	\$2.38
Health & Welfare	\$4.10
International Masonry Institute	\$0.18
Local Apprenticeship	\$0.05
Local Industry Promotion Fund	\$0.13
Masonry Industry Advancement Fund	\$0.06
Chicagoland Construction Safety Cncl.	\$0.01
Annuity Fund	\$1.55
District Council Training Center Fund	\$0.05
International Pension Fund	\$0.25

B. An increase of \$1.60 per hour shall become effective June 1, 2001. The Union shall allocate the increase among wages and existing fringe benefit funds. Any increase for Health and Welfare will only be in such amount as found necessary by actuarial study and as recommended by unanimous action of Fund trustees. There shall be no increase in the contribution to the International Pension Fund without the consent of the Northern Illinois Mason Employers Council.

The Standard Payment for work performed effective as of June 1, 2001 is as follows:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
International Masonry Institute	\$ _____
Local Apprenticeship	\$ _____
Local Industry Promotion Fund	\$ _____
Masonry Industry Advancement Fund	\$ _____
Chicagoland Construction Safety Cncl.	\$ _____
Annuity Fund	\$ _____
District Council Training Center Fund	\$ _____
International Pension Fund	\$ _____

C. An increase of \$1.60 per hour shall become effective June 1, 2002. The Union shall allocate the increase among wages and existing fringe benefit funds. Any increase for Health and Welfare will only be in such amount as found necessary by actuarial study and as recommended by unanimous action of Fund trustees. There shall be no increase in the contribution to the International Pension Fund without the consent of the Northern Illinois Mason Employers Council.

The Standard Payment for work performed effective as of June 1, 2002 is as follows:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
International Masonry Institute	\$ _____
Local Apprenticeship	\$ _____
Local Industry Promotion Fund	\$ _____
Masonry Industry Advancement Fund	\$ _____
Chicagoland Construction Safety Cncl.	\$ _____
Annuity Fund	\$ _____
District Council Training Center Fund	\$ _____
International Pension Fund	\$ _____

D. An increase of \$1.60 per hour shall become effective June 1, 2003. The Union shall allocate the increase among wages and existing fringe benefit funds. Any increase for Health and Welfare will only be in such amount as found necessary by actuarial study and as recommended by unanimous action of Fund trustees. There shall be no increase in the contribution to the International Pension Fund without the consent of the Northern Illinois Mason Employers Council.

The Standard Payment for work performed effective as of June 1, 2003 is as follows:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
International Masonry Institute	\$ _____
Local Apprenticeship	\$ _____
Local Industry Promotion Fund	\$ _____
Masonry Industry Advancement Fund	\$ _____
Chicagoland Construction Safety Cncl	\$ _____
Annuity Fund	\$ _____
District Council Training Center Fund	\$ _____
International Pension Fund	\$ _____

7.5

The applicable fringe benefit funds, for purposes of the contributions required by this Agreement, shall be as follows:

A. For BRICKLAYERS LOCAL NO. 14 (Will and Grundy Counties):

- (1) Pension fund:
Bricklayers and Trowel Trades International Pension Fund.
- (2) Welfare fund:
Bricklayers and Allied Craftsmen Welfare Fund,
Local Union No. 74 of DuPage County, Illinois.

- (3) Local apprenticeship and training:
Bricklayers Local 14 of Illinois Apprenticeship Training Program.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.
- (5) Annuity fund:
Illinois District Council No. 1, B.A.C. Annuity Trust Fund.
- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

B. For BRICKLAYERS LOCAL NO. 20 (Lake County):

- (1) Pension fund:
Lake County Brick and Stone Masons Pension Fund.
- (2) Welfare fund:
Lake County Brick and Stone Masons Welfare Fund.
- (3) Local apprenticeship and training:
Lake County Brick and Stone Masons Apprentice Fund.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.
- (5) Annuity fund:
Bricklayers and Stone Masons of Illinois District Council No.1, B.A.C. Annuity Trust Fund.

- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

C. For BRICKLAYERS LOCAL NO. 21 (Cook County):

- (1) Pension fund:
Bricklayers Local 21 Pension Fund.
- (2) Welfare fund:
Masonry Institute.
- (3) Local apprenticeship and training:
Bricklayers Local 21 Apprenticeship and Training Fund.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.
- (5) Annuity fund:
Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund.
- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

D. For BRICKLAYERS LOCAL NO. 27 (DeKalb, Kane, Kendall, and McHenry Counties):

- (1) Pension fund:
Fox Valley and Vicinity Construction Workers' Pension Fund.

- (2) Welfare fund:
Fox Valley and Vicinity Construction Workers' Welfare Fund.
- (3) Local apprenticeship and training:
Bricklayers Local 27 of Illinois Apprenticeship and Training Program.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.
- (5) Annuity fund:
Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund.
- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

E. For BRICKLAYERS LOCAL NO. 56 (Northern DuPage County, meaning north of Butterfield Rd./Route 56):

- (1) Pension fund:
Mason and Plasterers Pension Fund Local 56, DuPage County, Illinois.
- (2) Welfare fund:
Brick Masons Welfare Fund of DuPage County.
- (3) Local apprenticeship and training: Apprenticeship Training and Education Local 56, DuPage County, Illinois.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.

- (5) Annuity Fund:
Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund.
- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

F. For BRICKLAYERS LOCAL NO. 74 (Southern DuPage County, meaning south of Butterfield Rd./Route 56):

- (1) Pension fund:
Masons and Plasterers Pension Fund, Local Union No. 74 of DuPage County, Illinois.
- (2) Welfare fund:
Bricklayers and Allied Craftsmen Welfare Fund, Local Union No. 74 of DuPage County, Illinois.
- (3) Local apprenticeship and training: Apprenticeship and Training Fund, Local No. 74.
- (4) Local industry promotion fund:
Illinois Masonry Institute Promotion Trust.
- (5) Annuity fund:
Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund.
- (6) Training center fund:
District Council Training Center Fund.
- (7) International pension fund:
Bricklayers and Trowel Trades International Pension Fund.

7.6

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 paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's dues subject to check-off, made payable to the Union, its International Union, or any other affiliate of its International Union, as designated from time to time by the Union. 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.

7.7

The Union agrees to indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the deduction and transmittal of dues pursuant to this Article VII, provided, however, that the Union's total liability hereunder shall be limited to the amount of dues transmitted by the Employer to the Union pursuant to this Article during the time period covered by the claim.

7.8

When bricklayers work in areas of atomic radiation, which radiation is monitored by the Atomic Energy Commission, or in areas where radioactive materials are present, the bricklayer shall receive one dollar (\$1.00) per hour over the minimum wage stipulated in this Agreement.

7.9

Double-time is to be paid for all "Hot Work." "Hot Work" shall be defined as work done during the operation of, or during the presence of temperatures which are higher than those temperatures which would be present if units had cooled in and/or on boilers, tanks, feeders or spouts, burner blocks, checkers, repair crowns, arches, ports, bridge walls, or dog houses. When heat is such that a man has to leave work or be

relieved at intervals this will constitute "Hot Work."

7.10

The following provisions shall apply to work performed within the jurisdiction of BRICKLAYERS LOCAL NO. 14:

Boiler Work -- All repair or remodeling work in which insulation or refractory materials are used, and all repair or remodeling of any work known as "acid" work in the trade, shall be paid 25¢ per hour over the regular rate.

Sewer and Conduit Work -- The work on all sewer manholes, catch basins, and conduit work, and tunnel work, and the laying and filling of all joints of all pipe sewers whether of clay, tile, or concrete, shall be paid at 25¢ per hour over the regular rate.

Special Heights -- For each succeeding 40', after the initial 75' over ground level, on stack/chimney, refractory, and refractory substitutes, employees shall receive an increase of 10% in their rate of pay.

7.11

The following provisions shall apply to work performed within the jurisdiction of BRICKLAYERS LOCAL NO. 56:

Wages on smoke stack and tall chimney work shall be fifty cents (50¢) per hour above the prevailing rate.

All underground work shall have the rate of pay twenty-five cents (25¢) per hour above the prevailing scale.

All members working under compressed air shall receive not less than \$2.00 per hour above the current scale of wages. "Hazard" pay not provided for elsewhere in this Article shall be negotiated on the job site prior to commencement of work.

ARTICLE VIII
JOINT TRUSTEESHIP OF LOCAL INDUSTRY
PROMOTION AND ADVANCEMENT FUNDS

8.1

The Union desires that the Illinois Masonry Institute and the Local Industry Promotion and Advancement Funds (with the exception of the Masonry Industry Advancement Fund ["MIAF"]) be jointly trusteeed, with an equal number of Trustees representing Employers and employees, and they contend that such joint trusteeeship is lawful under Section 302(c) of the Taft-Hartley Act. The Employers are agreeable to such joint trusteeeship, subject to certain limitations, but they contend that Section 302(c) prohibits employee representatives serving as Trustees on such Trust Funds. Therefore, the parties agree that jointly administered successor trusts to those industry promotion and advancement funds shall be created, subject to the following limitations, and contributions required to be paid under this contract to those industry promotion and advancement funds shall be payable to the successor funds:

- (a) The joint trusteeeship of industry promotion or advancement funds shall be determined to be lawful by a final judgment issued by any federal court.
- (b) The joint Boards of Trustees shall consist of five employer and five employee representatives, each of whom shall have an equal vote.
- (c) In the event that less than five Trustees on a side shall be in attendance at a meeting, the votes of each Trustee present on that side shall be increased proportionately, so that all of the Trustees on a side who are present at a meeting shall be entitled to collectively cast a total of five votes.
- (d) Seven affirmative votes shall be required to adopt a resolution of the Board of Trustees. The successor trust funds shall not be used for the

purpose of providing apprenticeship training.

8.2

If jointly administered industry promotion and advancement funds (other than MIAF) are not implemented within 30 days after the issuance of a final federal court judgment as described above, then contributions pursuant to this contract to the Illinois Masonry Institute and Local Industry Promotion and Advancement Funds shall cease 30 days after notice of such termination is given by the Union to the Council.

**ARTICLE IX
ADVERTISING**

9.1

The contractor may advertise in the daily papers, but must give his correct name and address and no contractor shall advertise to pay more than the minimum rate of wages. No contractor shall advertise for more men than are required on the particular building or job.

9.2

When more than the minimum rate of wages is advertised or paid, no Employer shall make a reduction in the wages of the bricklayer or mason until the completion of the job. When an Employer increases or advertises wages above scale on any job, this rate shall become the prevailing wage for all employees of such Employer covered by this Agreement on that job and the said increase shall continue until the job is completed. Valid subsistence allowances paid by the Employer shall not be deemed to be wages within the meaning of this section.

**ARTICLE X
WORK JURISDICTION**

The following comprises the work jurisdiction of the Union:

10.1 Bricklaying Masonry

A. Bricklaying Masonry shall consist of the laying of bricks made from any material in, under, or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial building, rolling mills, iron works, blast or smelter furnaces, stoves, lime or brick kilns; in mines or fortifications; and all underground work, such as sewers, telegraph, electric, and telephone conduits. All fireproofing, blockarching, terra cotta cutting and setting, the laying of all tile, mineral-wool, 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.

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 stone work (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. Stone masons 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 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 purposes 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 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, and whether part of a multipurpose, unistrut, or any other type of product or system. Pre-assembly 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 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 any other masonry unit or product, shall be performed by and under the supervision of a bricklayer or mason.

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 this 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.

10.2

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.

10.3

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, or water pipes, cable, or wire.

10.4

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.

10.5 Pointing, Caulking and Cleaning:

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 the pointing, caulking, and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone, or cement structures, including all grinding and cutting out on such work, and all sand blasting, steam cleaning, and gunite work; the pointing, cleaning, and weatherproofing of all buildings, grain elevators, and chimneys built of stone, brick or concrete; and all grinding and cutting out, sand blasting, and gunite work on same.

10.6

When an Employer working under the terms of this Joint Agreement performs interior marble or interior polished stone masonry work, the terms of the District Council's Marble Agreement shall apply. However, it is understood that whenever such an Employer assigns employees to marble masonry who normally work under the terms of this Joint Agreement, the Employer shall pay the marble mason's gross rate of pay to such employees less the fringe benefit contributions which shall be paid in accordance with the terms of this Joint Agreement.

ARTICLE XI JURISDICTIONAL DISPUTES

11.1

All questions of jurisdiction over work to be performed under this Agreement shall be resolved by a Joint Arbitration Board as described in Article XII, Section 12.2 of this Agreement or, if the Joint Arbitration Board does not render a decision, the dispute may be referred to arbitration as described in Article XII, Sections 12.3 through 12.6 of this Agreement. Neither the Joint Conference Board of the Construction Employers' Association and the Chicago and Cook County Building and Construction Trades Council nor any similar body shall

have any authority to consider or resolve any questions of jurisdiction over work to be performed under this Agreement.

ARTICLE XII SETTLEMENT OF DISPUTES

12.1

The following provisions shall apply to the settlement of disputes: In case a dispute shall arise between an Employer and the Union, and the Employer and Union cannot resolve the dispute, then the dispute shall be referred to the Joint Arbitration Board for consideration in the manner herein-after provided. All grievances must be filed within ninety (90) days of the date of the occurrence giving rise to the grievance or of when the party reasonably should have known of the existence of the grievance. Grievances not raised within the ninety (90) days period shall be deemed waived and not subject to being processed under this procedure.

12.2

There shall be a Joint Arbitration Board consisting of four (4) appointees from the District Council and four (4) appointees from the Associations. Any contractor that sits on the joint arbitration board as a management appointee must be a mason contractor that is a contributor to the various funds and must be signatory to a collective bargaining agreement with the District Council. Any Union appointee must also be a member of one of the District Council's locals. An attorney, who may be appointed by management or labor, may also sit on the Joint Arbitration Board as an appointee of management or the Union. The Association appointees shall be designated by the Northern Illinois Mason Employers Council. A quorum of the Joint Arbitration Board shall be two (2) appointees from the District Council and two (2) appointees from the Associations, but neither side shall cast more total ballots than the other. A decision shall require a majority vote and any such decision shall be binding on both parties.

12.3

In the event that a dispute has been referred to the

Joint Arbitration Board and is either refused by the Board or results in a tie vote by the Board, either party may submit the dispute to binding arbitration by:

A. Informing the other party of such submission and requesting the American Arbitration Association to submit a panel of five (5) arbitrators available to hear and decide the issue. The party requesting such panel shall upon receipt of the five (5) names, strike one (1) name from the list and submit the remaining four (4) names to the other party, who shall strike one (1) additional name. The parties shall alternately strike names thereafter until one remains, who shall be the arbitrator.

B. The party requesting arbitration shall then assume the responsibility of procuring the services of the arbitrator in accordance with the procedures of the American Arbitration Association. The arbitrator shall thereafter hear and decide the issue as soon as possible, and shall submit his Award in the case.

12.4

If no agreement on the selection of an arbitrator is reached within one (1) week after a panel is tendered by the American Arbitration Association, the American Arbitration Association shall designate an arbitrator to rule on the matter.

12.5

Unless otherwise agreed to by the parties to the dispute, the arbitrator shall issue a ruling without written opinion within 48 hours after the dispute is submitted, and the arbitrator's decision and award in the case shall be final and binding upon the parties.

12.6

Except as modified by the foregoing time limitations, the arbitration shall be conducted pursuant to the American Arbitration Association's Voluntary Labor Arbitration Rules, as amended. All expenses of the arbitration, except expenses of legal counsel, shall be borne equally by the contractor and Union which are parties to the dispute.

12.7

When any matter is in dispute and has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated. The Joint Arbitration Board, or any arbitrator selected in accord with this Article, shall have full power to enforce this Agreement and may impose such awards, orders, damages, fines, sanctions, and other remedies as the Joint Arbitration Board or arbitrator deem appropriate.

12.8

Each of the parties hereto agree that during the life of this Agreement it will not order, maintain, sanction, or engage in any strike, lockout, stoppage of work, or boycott affecting the other party, except as is specifically provided for in this Agreement.

ARTICLE XIII LIABILITY OF EMPLOYERS

13.1

The liability of the Employers, as members of the Associations or as subscribers hereto, for any breach of this Agreement shall be several and not joint, with each Employer being responsible only for the acts or actions of such individual Employer. The liability of the District Council and of the Local Unions which are members of the District Council shall be several and not joint, and the liability of the Unions shall be only that of Negotiating Agent, without liability for their individual members.

ARTICLE XIV WORKERS' COMPENSATION

14.1

It shall be a condition of employment that all Employers shall carry all necessary insurance required by any applicable Workers' Compensation Law of the state and shall comply with all such laws. All Employers shall upon request furnish a copy of the certificate of insurance or compliance with any applicable Workers' Compensation Law to the Union

and will supply to the Union a copy of any such cancellation at least ten (10) days prior to the effective date of said cancellation of such coverage to the Union.

14.2

Employees covered by this Joint Agreement are not permitted to work for any Employer who does not carry Workers' Compensation insurance.

14.3

All Employers shall elect to be bound and shall cover all employees represented by this Union under any existing Social Security Law or any Unemployment Compensation law and shall furnish to the Union the Social Security Tax Number of the Employer.

**ARTICLE XV
SIGNS**

15.1

When not prohibited by the owner, all mason or brick-layer contractors shall display a printed sign in a prominent place on each job legible from the street, with their name, address, and telephone number printed thereon.

**ARTICLE XVI
BIDS SHALL INCLUDE MATERIALS**

16.1

Employers in submitting a bid or estimate to a contractor for any masonry work shall include all materials, necessary or required to complete the work, as purchased from or paid directly to the manufacturer, dealer or agent of the material supplier; and no Employer shall accept any contract with an owner or as a subcontractor or by the thousand or lump sum, of any character, without furnishing the material therefor.

ARTICLE XVII SUBLETTING

17.1

It shall be the duty of all persons letting or subletting bricklaying or masonry contracts to ascertain that the contractor or subcontractor is reliable, financially responsible, and will comply with the provisions of this Agreement. All persons letting or subletting masonry shall assume the responsibility for payment of all fringe benefits, as well as contributions to the Promotion Funds and Advancement Funds in the event his contractor or subcontractor fails in making payments or contributions; provided, however, that the Union notifies the person letting or subletting masonry work, in writing, of any such delinquency within 90 days of the delinquency and provided also that to help assist the Union, the person letting or subletting masonry shall notify the Union of the contractor or subcontractor to whom the work was sublet and the name and location of the project.

17.2

Subcontractors shall not sublet any part of the bricklaying, masonry work or allied crafts, except the stone work, the hollow tile floor arches, the caulking and cleaning and pointing; provided, however, the caulking shall be sublet before the exterior walls are completed and to subcontractors who employ bricklayers for such work.

ARTICLE XVIII MOST FAVORED NATIONS CLAUSE

18.1

If during the term of this Agreement, the Union enters into a collective bargaining agreement with another construction industry employer or group of employers employing bricklayers, stone masons, and apprentices (with the exception of agreements with the Underground Contractors Association of Chicago, Independent Underground Contractors, or agreements covering in-plant maintenance work) which provides for wage rates or economic fringe benefits or work rules most favorable to such Employer than the corresponding pro-

visions of this Agreement, the parties to this Agreement will meet promptly to draft an amendment to this Agreement incorporating such more favorable provisions.

ARTICLE XIX FOREMEN

19.1

There shall be a Foreman on all jobs on which four or more bricklayers or stone masons are employed, who shall have the sole authority to hire and discharge. The Foreman may work with the tools of the trade, at the contractor's discretion, up to and including jobs on which twelve bricklayers and stone masons (including the Foreman) are employed. The Foreman shall be a non-working Foreman on jobs on which more than twelve bricklayers and stone masons (including the Foreman) are employed.

19.2

With respect to work performed within the jurisdiction of Local 14, on any job requiring more than one Foreman, the next Foreman shall be an employee in the bargaining unit who has resided within the Local Union area for at least six months prior to being appointed as such. When further additional Foremen are needed, a reasonable number of residents, as described above, shall then be appointed.

19.3

Foreman shall receive not less than two dollars (\$2.00) per hour above the journeyman wage stipulated in this Agreement. There may be employed, at the discretion of the Employer, a bricklayer who assumes additional responsibilities, who may be employed as a Sub-Foreman at the minimum rate of fifty cents (50¢) per hour over the stipulated journeyman wage in this Agreement; however the Sub-Foreman shall not have the right or authority to hire or discharge.

19.4

An individual employer, an officer of an employer corporation, or a member of an employer co-partnership, may act in the capacity of Foreman of a crew on a single job con-

sisting of not more than six men, provided he is a skilled and competent bricklayer or mason. No individual employer, officer of an employer corporation, or member of an employer co-partnership shall be permitted to work with the tools of the trade, provided, however that one member of an individual employer, an officer of an employer corporation, or a member of an employer co-partnership who holds full membership in the Bricklayers and Allied Craftworkers International Union may act as his own Foreman of a crew on a single job consisting of not more than six men.

ARTICLE XX SAFETY

20.1

All laws as to safety regulations or requirements, whether city, state, or federal, shall be strictly observed by both Employer and employee.

20.2

All prevailing safety regulations shall apply on scaffolding constructed for members working on same within jurisdiction of this Union.

20.3

When required, Safety (Hard) Hats shall be provided by the Employer. The Employer shall provide one new helmet-liner and/or sweatbands as required. The employee shall be responsible for issued equipment and to sign a personal note for the cost of replacement for said equipment. For lost or damaged issued equipment, the employee shall reimburse the Employer at cost.

20.4

Should a bricklayer be required by law to accompany any Safety Inspector, city, state or federal (O.S.H.A.) on a Safety Inspection on the job site, he shall do so with pay; however, the individual bricklayer shall be the Foreman or his designee and the Steward on the job shall be informed of any unsafe violations found pertaining to the masonry work.

20.5

Suitable covering shall be provided as protection for employees when work is going on overhead.

ARTICLE XXI LIMITATIONS OF WORK

21.1

There shall be no limitation placed on the amount of work to be performed by an employee during working hours.

ARTICLE XXII PIECEWORK

22.1

Piecework of any kind is prohibited.

ARTICLE XXIII DONATION OF WORK

23.1

No work shall be donated by any member, unless it is for the member's immediate family, or another member. The immediate family shall mean: parents, children or wards, brothers, sisters. The Union is to be notified whenever this type of work is to take place.

ARTICLE XXIV SOLICITING FOR PRESENTS OR DONATIONS

24.1

No employee covered by the Joint Agreement shall solicit subscriptions for the purpose of making presents or donations to foremen or superintendents on any job.

ARTICLE XXV CONTRACT ENFORCEMENT

25.1

A representative of the Union, acting in his official capacity as a representative, shall have reasonable access to

all jobs over which the Employer exercises the control of entry.

25.2

Where job site security is enforced, the Employer agrees to make prior arrangements for Union representatives to enter the job site.

25.3

The Union shall have the right to inspect the payroll records of the Employer for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the rate and amount of wages, fringe benefits, and contributions to the Promotion Funds being paid to or on behalf of employees. The Union shall have the right to make periodic examinations of all Employers who make it a practice to employ bricklayers on Saturdays. The Employer shall make such books and records available at reasonable business times and hours to the representatives of a certified public accountant designated by the Union. If an audit of such records reveals that the Employer has not violated the provisions contained in this Agreement, the cost of such audit shall be borne by the Union; if the audit reveals violations by the Employer, the cost of the audit shall be borne by the Employer, except in the case of an obvious technical error. The Union may stop any job in order to compel an Employer to make such books and records available and may publicize such stoppage or attempted stoppage of work, and the employees who are affected by such stoppage of work shall be paid for lost time up to 16 hours provided that two days' notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail, hand delivery, or facsimile transmission. Such stoppage of work to compel an Employer to make his books and records available and the publicizing of such shall not be considered a violation of the Agreement on the part of the Union.

25.4

Each Local Union shall take whatever reasonable steps are necessary to insure that all Employers and all employees covered by this Agreement are in compliance with all working conditions contained in this Agreement, including

payment of applicable wage rates and fringe benefit contributions for all hours worked by employees covered by this Agreement. There shall be formed a committee, designated as the "Joint Compliance Committee," to be composed of five members of the Northern Illinois Mason Employers Council and five members of the District Council. The District Council and the Employers Council shall further elect one alternate member each to serve when one of their respective members are unable to attend any duly constituted meeting. The Joint Compliance Committee shall meet on or about the 15th day of each calendar quarter to review all information relative to employees receiving wage rates and fringe benefit contributions as provided in this Agreement, and to review job visitations and related actions taken by Local Unions during the preceding quarter. Special meetings of the Joint Compliance Committee may be called by any two members of the committee at any time to review and to take necessary actions based upon all local union reports when the Joint Compliance Committee ascertains that there are grounds for believing that an employer is paying wages and fringe benefit contributions for fewer hours than are actually worked. In discharging their responsibilities under this section, each Local Union shall:

A. Within five (5) business days of signing a labor agreement, transmit to a designee of the Northern Illinois Mason Employers Council, two (2) photocopies of signature pages of all signed labor agreements between the District Council and employers located within the Local Union's geographic jurisdiction, showing the name and address of the signatory Employer. An additional copy of each signature page shall be distributed to the Welfare and Pension Fund office and the Local Union business representative's office.

B. Regularly visit all job sites in the respective Local Union geographic jurisdictions at which they have been notified pursuant to this Agreement that bricklaying work is being performed, and visit any and all job sites reported by the designee of the Employers' Members on the Joint Compliance Committee ("Employers' Designee"). Upon visiting a job site, the Local Union representative shall check the following items:

- (1) Name of Employer.
- (2) Whether Employer is signatory to this Agreement.
- (3) Upon specific request by the Joint Compliance Committee, endeavor to review with the foreman each employee's paycheck and compile a list of the bricklayers' names, hours worked, hourly rates paid and the total wages paid for the pay period.
- (4) When deemed appropriate by the Local Union representative, advise a District Council Member of the Joint Compliance Committee and the Employers' Designee by telephone by the end of the next business day and follow with his written report of said facts to both Committee representatives within three (3) business days.

C. When the Joint Compliance Committee, at a regular quarterly meeting or a special meeting, determines that there are grounds for believing that an Employer is paying wages and fringe benefit contributions for fewer hours than are actually worked by employees, or otherwise failing to pay the applicable wage rates and fringe benefit contributions required by this Agreement, the Local Union representative shall:

- (1) Within two (2) business days, ascertain the actual starting and quitting times of Employees on that job.
- (2) Visit the job site for the next five (5) working days (Monday through Friday) once in the morning and once in the evening at quitting time and ascertain the names of employees working on that project for that work week, and the hours worked for that week. In addition, the Local Union representative shall visit the job site during the last work week of the same month and provide the same information as in-

licated to be ascertained during the first week's visits as shown above.

- (3) Notify the Trustees of the Fringe Benefit Funds to which the Employer is obligated to contribute and request that they obtain an audit of the employer's books and records as provided in Article XXXIII, Section 33.30 of this Agreement.
- (4) Each Employee on a job site shall be presumptively deemed to have worked for all hours between the starting and quitting times, as determined by the Local Union representatives, except to the extent rebutted by each employee to the contrary, and, notwithstanding any provision of this Agreement to the contrary, the Employer shall pay wages and fringe benefit contributions based on that number of hours.

D. If a Local Union determines that wages or fringe benefits being paid by an Employer on any job are not in compliance with this Agreement, the Local Union shall take all lawful actions to obtain proper payment of wages and fringe benefits. Any Employer found by an arbitrator or court not to have paid all of the wages and fringe benefit contributions as required by this Agreement, in addition to paying the wages, contributions and liquidated damages due, shall pay the full cost, including reasonable attorneys fees and other expenses, of any investigation and proceedings before the Joint Arbitration Board or any arbitrator and any legal proceedings instituted by the Union or a Fringe Benefit Fund, to enforce this Agreement.

ARTICLE XXVI BRICKLAYER QUALIFICATIONS

26.1

Bricklayers and stone masons can be required to work on the job only with qualified bricklayers, stone masons, or apprentices in accordance with the apprenticeship rules and terms of this Agreement. All apprentices successfully

completing the apprenticeship program shall be considered as qualified bricklayers or stone masons. All other persons seeking employment as bricklayers or stone masons shall be required to pass an examination to determine their qualifications. When hiring employees, the Employer shall give first consideration to qualified workers, who have had prior experience with Employers covered by this Agreement and performing work within the area covered by this Agreement.

ARTICLE XXVII EXAMINATION BY DOCTOR

27.1

No bricklayer shall be required hereunder to submit to any physical examination by a doctor before being hired by any Employer.

ARTICLE XXVIII NON-DISCRIMINATION

28.1

No party to this Agreement shall discriminate against any employee or any Employer covered by this Agreement by reason of said person's race, color, religious affiliation, national origin, or any other basis prohibited by law. The provisions of this Agreement relating to Strikes and Lockouts and Settlement of Disputes shall apply to any charge made by any party of a violation of this provision.

ARTICLE XXIX CHANGE AND TOOL HOUSE

29.1

Every Employer, before the commencement of masonry operations on buildings of significant size or multi-story, shall provide on the job site a suitable shanty which shall be for the exclusive use of bricklayers and stone masons. The shanty shall be conveniently located in buildings three stories or higher. Gang boxes shall be located every four floors. The shanty shall be adequately lighted and heated from the 15th of October to the 15th of April. The shanty shall be equipped

with lock and keys and the Steward, in addition to the Foreman, shall have a key to the shanty and gang boxes. Sufficient windows or vents to insure proper ventilation must be maintained in each shed. The Employer shall be responsible for tools and work clothing lost in case of fire or in case of breaking and entering after working hours.

29.2

Except with respect to work performed within the jurisdiction of Local 14, the Employer or owner shall furnish clean and covered portable drinking water containers with spigot and sanitary drinking cups and sufficient ice to keep water cold.

29.3

With respect to work performed in the jurisdiction of Local 14, the Employer must furnish each of his jobs with drinking water in a closed container, and individual disposable drinking cups. Ice water, at the option of the men on the job, shall be furnished between May 1 and September 1, or when Stewards ascertain that conditions otherwise warrant it. Men shall not be restricted from drinking coffee.

29.4

A toilet shall be provided on each job or, if not, employees shall be given time to go to the nearest public toilet.

ARTICLE XXX TOOLS

30.1

No Employer shall lease or rent equipment to employees. All violations should be reported to the Joint Arbitration Board for action.

30.2

Employees shall furnish all normal personal hand tools which are required in the installation of masonry work.

30.3

All mechanical or electrical tools or equipment, or

requested special tools not normally required by a bricklayer required to install masonry work, shall be provided by the Employer.

30.4

Where dry cutting machines are used to cut terra cotta, brick or brick tile, cement or cinder blocks, the Employer shall furnish a regulation mask to cover the operator's nose and mouth, and also furnish safety goggles. Where wet cutting machines are used the Employer shall furnish a pair of rubber gloves, rubber apron, and dry elevated platform. All dry cutting machines used by bricklayers are to be furnished with some mechanical or electrical or suction device to draw and keep away the dust at all times from the bricklayers that operate the machines; and all cutting machines shall adequately be grounded before operated. Whenever furnished and required by the Employer, the employee shall wear a safety helmet. It is understood that all employees shall be required to comply with these safety provisions.

30.5

No bricklayer shall be permitted to spread mortar on the wall with any implement other than a trowel, a mechanical mortar spreader, or other International Union approved devices; nor shall he be permitted to lay brick or stone in any material placed on the wall by anyone not working under this Agreement.

ARTICLE XXXI EMPLOYMENT DURING INCLEMENT WEATHER

31.1

During inclement weather an effort shall be made to employ the greatest number of employees possible on a rotation basis.

31.2

Where severe weather or other conditions prevents exterior work, all men prevented from working shall be given interior work, if available. If the available interior work is insufficient to employ all men prevented from doing exterior work,

the available interior work shall be distributed fairly among the men prevented from doing exterior work with the approval of the Steward and the Foreman.

ARTICLE XXXII RETIREE EMPLOYMENT

32.1

Employers may offer employment to bricklayers who are currently receiving retirement benefits from any Bricklayer Pension Fund. Such bricklayers who return to active employment shall be paid at the regular journeyman rate applicable to the work. Contributions to the applicable fringe benefit plans shall be made for all hours worked by each such bricklayer. To the extent permitted by the applicable Pension Plan, retirees returning to work under this program shall continue to receive their monthly retirement benefits.

ARTICLE XXXIII WORK RULES

The following contract provisions shall apply to work performed within the jurisdiction of the District Council:

33.1

Contractors shall be required to pay a mason or bricklayer \$200.00 for the loss of tools and \$50.00 for the loss of clothes by fire or theft after quitting time when they have been locked in the shed provided for that purpose.

33.2 Use of Line:

The contractor shall furnish mason lines on all jobs. The line on brickwork shall be put up by one course at a time, except in the case of obstructions. Corner poles, deadmen, temporary bucks, and any other instruments may be used on all residential construction and all types of exterior construction for one (1) story height or stories, which use therefor may increase production or improve the quality of the masonry installation. Bricklayers and stone masons shall install all said devices. A line shall be used on both sides of a wall twelve

inches (12") or over.

33.3 Scaffold:

Contractors shall provide a ladder for bricklayers and masons to get on and off scaffold. No scaffold shall be over five feet in height unless in case of obstruction, and all scaffolds to be not less than four feet wide with 18 inches between wall and material. Mortar boards shall be elevated to a height of approximately 18 inches.

33.4 Block Units:

On all buildings where block units are used, two bricklayers or masons working as a team shall be used in placing blocks weighing 35 pounds or over.

33.5 Fire Brick:

Every Employer who engages in fire brick work shall be bound not only by the provisions of this Joint Agreement but also by the terms and provisions of the Fire Brick Working Code which is set forth herein and expressly made a part hereof.

33.6 Fire Brick Working Code:

A. Back fill on all fire brick work shall be done by bricklayers only and at such time as the specified height is reached and after walls are completely level in courses.

B. All coke oven walls over eighteen (18) inches thick shall be saddled by two bricklayers. Line shall be raised on both sides at the same time.

C. When electrical grinding stone or carborundums are used, bricklayers not using the same shall leave that part of the job until grinding operation is finished. No one bricklayer shall be kept grinding continually and adequate rest periods are given to the bricklayers engaged in this operation.

D. Scaffold height on coke oven walls shall not exceed three (3) feet in height. This does not apply to regenerator walls.

E. It shall be the duty of any employee who may be working next to any employee who may be causing delay to help him out if it is for the benefit of all concerned.

F. Four feet shall be scaffold height in stoves and stacks. A solid scaffold must be installed every six feet in blast furnaces. Platform boards shall be two inches thick. A bench scaffold four feet in width must be installed at the height of three feet in blast furnaces. Last course of scaffold height shall be the tram course.

G. All ladders are to be staggered not straight up and down; adequate lighting is to be provided to insure safety when ascending or descending ladders. Stopping off place to be provided every twenty feet with a back rest. An emergency ladder to be suspended from the top in all blast furnaces. There shall be platforms placed inside and outside of tuyere holds for bricklayers to enter and leave blast furnaces.

H. When bricklayers are engaged in laying brick, the contractors shall provide said employees with respirators where dusty conditions prevail, shall provide safety goggles on work that impairs the eyes, and shall wet down all dusty places whenever possible. Contractors shall provide precautionary measures on jobs where gas exists so bricklayers may be warned in due time for their safety. When bricklayers are employed on excessive hot work, the contractor shall provide proper counter fatigue aids which shall meet the standards prescribed by the state medical board and shall provide proper gloves and protective materials to safeguard bricklayers when they are handling hot work. Contractors shall supply wooden shoes or facsimile when working on heated surfaces, and contractors shall be responsible for tools, shoes, and clothes of bricklayers which burn in the performance of their duties on said work. This shall apply also to jobs where clothes, tools, and/or shoes are destroyed or damaged due to exceptional conditions.

I. When bricklayers are working on blast furnaces, stoves, dust catchers, stacks or other fire brick jobs where scaffolds are used, the Employer shall have a fire extinguisher or extinguishers on the scaffold at all times.

J. When working in blast furnace and its above mantel and high temperature cement is used the contractor shall furnish the bricklayer with safety glasses.

K. No rack shall be permitted in a blast furnace.

L. Bricklayers cannot start more than one course of bottom block at a time. Each course shall be finished and ground before another is started.

M. All bricklayers while working on carbon shall be allowed twenty minutes cleanup time. This shall be at noon and quitting time, each day. All carbon brick work shall be paid at twenty-five cents (25¢) per hour above the rate set forth in this Agreement.

N. The contractor shall furnish kerosene or diesel oil for soaking tools in, each night while men are working on carbon.

O. Contractor shall furnish cleaning cloths and detergents for bricklayers use when working on carbon.

P. All caulking with asbestos rope to be the work of bricklayers.

Q. A ten minute period for cleaning up shall be allowed at the end of a day's work when employed on fire brick work. Adequate time shall be allotted to bricklayers for walking time to and from the plant's parking lot.

R. When permission is granted for a twelve or more hour shift, an additional thirty minute lunch period shall be allowed at the expense of the Employer. This lunch period shall be taken immediately after eight hours have been worked and every four (4) hours thereafter.

S. Any member laid off shall be given one half hour to gather his tools when there is to be a layoff.

T. Any job starting with overtime shall continue with overtime until completion of the job.

U. When a man is laid off for lack of material, Employer shall see that the bricklayers that were laid off shall have been given first chance to come back to work. It shall be the obligation of the steward and the business agent to see that this provision is carried out.

33.7

Notwithstanding the provisions contained in this Agreement, double-time rate shall be paid for all fire brick and related work performed before 8:00 A.M. and after 4:30 P.M. from Monday through Friday, except as modified by mutual written agreement. Double-time rate shall be paid for all fire brick and related work performed on Saturdays, Sundays, or holidays.

33.8

Shift differentials — 4:00 P.M. to 12 Midnight — for hours worked on the afternoon shift there will be paid a premium rate of 12 cents (12¢) per hour; 12 Midnight to 8:00 A.M. — for hours worked on the night shift there shall be paid a premium rate of 16 cents (16¢) per hour.

Day Shift—8:00 A.M. to 4:00 P.M.

Afternoon Shift—4:00 P.M. to 12 Midnight

Night Shift—12 Midnight to 8:00 A.M.

33.9

Stewards and foremen shall act as safety men and have full authority to declare a job unsafe. Stewards shall call time for starting and quitting work, and the steward to be furnished with a key to shed. The steward shall have a copy of the work rules at all times.

33.10

All gunite work with refractory or insulating material

shall be the work of employees covered by the Joint Agreement.

33.11 Shift Work:

When work is carried on in two or more shifts, the second and third shifts shall receive eight hours' pay for seven and one-half hours' work at the regular rate. This rule shall also apply to any Employer who finds it necessary to work only a night shift. No man shall work on more than one shift unless the man or men engaged for such work fail to report for work. This does not apply to cupola lining, retort or conduit work.

33.12 Night Work:

Eight hours shall constitute a night's work, which shall commence at 4:00 P.M., when two gangs are employed, and when three gangs are employed, one shift may follow the other immediately, and in that way work may be continuous. Shifts to work as follows: 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to 12 Midnight; and 12 Midnight to 8:00 A.M.

When two or more shifts are employed or when only a night shift is worked, the lunch period shall be included in the working time.

33.13 Reporting for Work:

Any employee reporting for work upon order, expressed or implied, of the Employer, and not put to work for any reason except weather conditions, fire, accident, or other unavoidable cause, shall receive two (2) hours' pay for lost time.

33.14 Employees as Contractors:

A. No employee covered by this Agreement shall contract masonry work until he has registered as a mason contractor with the office of the Union.

B. No employee who has registered as a mason contractor shall work for others until he has notified the office of the Union and relinquished his registration as a mason contractor.

C. No employee, after relinquishing his registration as a mason contractor, shall contract for masonry work for a period of twelve (12) months.

33.15

Employees who do not intend to report for work at 8:00 A.M. (or 7:00 A.M. by mutual written agreement) shall notify Employer. A failure to report or to notify the Employer shall be cause for discipline.

33.16 Stewards:

A. All stewards must be members of this Union in good standing, and their duties shall consist of examining all working dues books and cards, issued to bricklayers, stone masons, and apprentices at any time, in his judgment, it is necessary but as far as possible, without inconveniencing the Employer.

B. Appointment of Stewards: In order to secure observance of the provisions of this Agreement, each job or building may have a steward who shall be appointed by the authorized representative of the Union. In addition to his work as an employee under the terms of this Agreement, the steward shall be permitted to perform during working hours such of his normal union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward shall receive the regular rate of pay for a bricklayer or stone mason. The steward shall be subject to the rules and decisions of the Joint Arbitration Board. He shall always, while at work, carry a copy of this Agreement and these Working Rules. It is understood and agreed that the steward's duties shall not include any matters relating to hiring, termination or discipline of employees.

C. Injuries: The steward and foreman shall take charge of any employee receiving injury and notify the contractor as well as the Secretary-Treasurer of the Union of the case.

D. Discharge of Steward: The duties of the steward shall be to check terms and conditions of work and starting dates of employment for new employees, and all workers so employed on a job shall report to the steward any differences or disputes which may arise in connection with the work or any part of it, and the steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any bricklayer or stone mason because of the completion of the work or otherwise, the worker appointed and acting as steward shall not be discharged or laid off, while other bricklayers or stone masons remain employed on the job. Nothing herein contained shall in any way restrict the right of an Employer to discharge a steward for cause.

The Union reserves the right to replace any steward who has been found derelict in his duties. Any steward substituted for one replaced by the Union shall be subject to the rights and duties as set forth in this Agreement.

The Employer agrees to notify the authorized representative of the Union twenty-four hours prior to termination of a steward, except a discharge for just cause. In any case in which a steward is discharged for just cause the authorized representative of the Union shall be notified immediately by the Employer.

33.17 Foremen Duties and Minimum Wage:

A. No person shall act as foreman unless he is a skilled and competent craftsman. It shall be the duty of each foreman to keep a complete record of all jobs under construction upon which he is employed or acting and notify the Union office when starting a job giving the location and the contractor's name, and also shall notify the Union office when the job is completed. All foremen are to be supplied with all plans pertaining to their work, and the bricklayers and stone masons

are to take orders from no one on the job except the employing contractor's representatives.

B. Hiring, Discharge or Discipline of Employees: It shall be the duty of the foreman to discharge or discipline bricklayers or stone masons only for legitimate and just reasons, and he shall pay particular attention to the working rules concerning the discharge and laying off of men, and arrange for their prompt payment at such time. The bricklayer foreman shall be in charge of the hiring and discharging of all bricklayers on the job.

C. Treatment of Employees: Foremen must treat men working under them in a proper and just manner and in compliance with the terms and provisions of this Agreement. Bricklayers or stone masons shall not lose time if compelled to wait for the building of a scaffold or for stocking the scaffold or floors with material. The Employers or their representatives shall not be permitted to give any advance in wages to employees nor shall they be permitted to lend money to employees covered by this Agreement.

33.18 Health and Welfare Contributions:

The Employer shall contribute for Health and Welfare purposes the amount specified in the applicable wage provisions of this Agreement per hour for work performed by all employees and supervisors covered by this Agreement. Such payments shall be made to the appropriate Health and Welfare Fund named in the applicable wage provisions of this Agreement in accordance with the Agreement and Declaration of Trust establishing such Health and Welfare Fund.

33.19 Pension Contributions:

The Employer shall contribute for pension purposes the amount specified in the applicable wage provisions of this Agreement per hour for work performed by all employees and supervisors covered by this Agreement. Such payments shall be made to the appropriate Pension Fund named in the applicable wage provisions of this Agreement in accordance with

the Agreement and Declaration of Trust establishing such Pension Fund.

33.20 Apprenticeship Contributions:

In addition to any wages herein provided for, the Employer shall contribute for apprenticeship and training purposes the amount specified in the applicable wage provisions of this Agreement per hour for work performed by all employees doing any work covered by this Agreement. Such payment shall be made to the Trustees of the appropriate Apprenticeship and Training Program named in the wage provisions of this Agreement in accordance with the Agreement and Declaration of Trust establishing such Apprenticeship and Training Program, and to the International Masonry Apprenticeship Trust.

33.21 International Promotion Fund:

In addition to any wages herein provided for, the Employer shall contribute into the International Masonry Institute Promotion Trust the amount specified in the applicable wage provisions of this Agreement for each hour worked for the Employer by those of his employees covered by this Agreement.

33.22 Local Promotion Fund:

In addition to any wages herein provided for, the Employer shall contribute into the appropriate Local Promotion Trust the amount specified in the applicable wage provisions of this Agreement for each hour worked for the Employer by those of his employees covered by this Agreement. The Illinois Masonry Institute Promotion Trust shall be administered by five (5) Trustees, of which three (3) shall be appointed by the Mason Contractors Association of Greater Chicago, and two (2) shall be appointed by the Builders Association of Chicago. The Trustees shall be advised by five (5) persons appointed by the Union.

33.23 Masonry Industry Advancement Fund Contributions:

In addition to any wages herein provided for, the Employer shall contribute into the Masonry Industry Advancement Fund the amount specified in the wage provision of this Agreement for each hour worked for the Employer by those of his employees covered by this Agreement.

33.24 Annuity Fund Contributions:

The Employer shall contribute for annuity purposes the amount specified in the applicable wage provisions of this Agreement per hour for each hour worked by all employees and supervisors covered by this Agreement. Such payments shall be made to the appropriate Annuity Fund in accordance with the Agreement and Declaration of Trust establishing such Annuity Fund. Notwithstanding anything to the contrary in this Section 33.24 or elsewhere in this Agreement, contributions to the appropriate Annuity Fund shall include the premium rates included in the wages paid to employees. Thus, if an employee works forty hours at straight time and four hours at time-and-a-half during a given week, that employee will receive the equivalent of forty-six hours' pay and the Annuity Fund contribution on behalf of that employee for the week will also be the equivalent of forty-six hours. Nothing in this provision concerning contributions to the Annuity Fund will affect the manner in which contributions are determined or paid to any fringe benefit fund other than the Annuity Fund.

33.25 Training Center Fund Contributions:

In addition to any wages herein provided for, the Employer shall contribute into the District Council Training Center Fund the amount specified in the applicable wage provisions of this Agreement for each hour worked for the Employer by those of his employees covered by this Agreement.

33.26 International Pension Fund Contributions:

In addition to any wages herein provided for, the Employer shall contribute into the Bricklayers and Trowel Trades

International Pension Fund the amount specified in the applicable wage provisions of this Agreement for each hour worked for the Employer by those of his employees covered by this Agreement.

33.27 Depository Account for Employer Contributions:

A. The amounts contributed pursuant to this Article shall be remitted by the Employer to a Depository Account for Employer Contributions maintained at the Northern Trust Company or at such other banking institution the parties may agree upon in writing from time to time ("Bank") as agent of the Employer for the sole purpose of receiving and distributing contributions to the appropriate funds. All payments shall be made in one check payable to the order of the "Bricklayers Northern Trust Fringe Benefit Account," together with completed remittance forms provided by the Masonry Institute. The Bank shall distribute the contributions in accordance with the terms of this Agreement based on the Standard Payment and instructions given by the Masonry Institute concerning the Home Local, if any, of each employee. The Bank shall have no obligation or responsibility for distributing funds other than based on the Standard Payment.

B. Upon receipt, the Bank shall immediately forward a copy of the Employer's remittance form to the Masonry Institute for processing. A fee not to exceed two percent (2%) of the contributions received shall be deducted by the Bank and forwarded to the Masonry Institute to cover the cost of its administrative and computer services, provided however, that the entire contribution required pursuant to this Agreement shall be deemed to have been paid by the Employer notwithstanding such deduction.

33.28 Additional Employer Obligation:

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Trusts described in this Article, as well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of said Trusts, pursuant to said Agreements and Declarations of

Trust, except that, in the event of any conflict between the terms of an Agreement and Declaration of Trust and this Agreement, the terms of this Agreement shall control.

Notwithstanding any other provisions to the contrary in this Agreement or in such Agreements and Declarations of Trust, contributions shall be due and payable as provided in this Article.

33.29 Union Cooperation:

Inasmuch as it is anticipated that the existence and utilization of the trust funds described in this Article will result in increased masonry work and, therefore, in increased job opportunities for bricklayers, the Union agrees to cooperate in assuring that contributions required by this Article are in fact made by Employers bound by this Agreement.

33.30 Payment of Contributions and Delinquencies:

A. Contributions must be received by the Bank on or before the twentieth (20) day of each month, covering all employment performed during the preceding month for which contributions are to be paid by the Employer.

B. Any Employer failing to make prompt and timely payment of the contribution to the Health and Welfare Funds, the Pension Funds, the Apprenticeship Programs, the Promotion Trust Funds, the Annuity Funds, the District Council Training Center Fund, or the International Pension Fund in accordance with this Agreement, shall in addition to the aforesaid hourly contributions pay each month as liquidated damages for failure to make such timely payment, an additional amount equal to one (1) percent per month on all amounts remaining unpaid (including amounts due as liquidated damages hereunder) as and for liquidated damages for failure to pay in accordance with this Agreement, it being understood and agreed that damages resulting from such late payments are substantial but are difficult if not impossible to ascertain.

C. If delinquency continues uncured for forty-eight

(48) hours after written notice of such delinquency is mailed or delivered to the delinquent Employer, the Employer shall be liable for claims for 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 reasonable legal fees incurred by or on behalf of the Health and Welfare Funds, Apprenticeship Programs, Pension Funds, Annuity Funds, Promotion Trust Funds, District Council Training Center Fund, or the International Pension Fund in enforcing the payment thereof.

D. It shall be considered a violation of this Agreement for an Employer to fail to pay or comply with any provisions of this Article or any rule or regulation made by the Trustees administering the Health and Welfare Funds, Apprenticeship Programs, Pension Funds, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, or International Pension Fund. In the event that the Unions receive written notice from one or more of the Trustees of either the Health and Welfare Funds, Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, or International Pension Fund designated by the Trustees for that purpose, that the Employer has failed to pay in full any sum due the Health and Welfare Funds, Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, or International Pension Fund under this Article and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union is permitted to stop any job of that Employer, and may publicize such stoppage or attempted stoppage of work, until all sums due from the Employer under this Article have been paid in full. This remedy shall be in addition to all other remedies available to the Unions and the Trustees, and may be exercised by the Unions, anything in this collective bargaining agreement to the contrary notwithstanding. Such stoppage or attempted stoppage of work and the publicizing of such to collect contributions to the Health and Welfare Funds, Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, or International Pension 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.

E. If employees are withdrawn from any job in order to collect contributions to the Health and Welfare Funds, the Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, or International Pension Fund, the employees who are affected by such stoppage of work shall be paid for lost time up to 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.

F. The Employer shall furnish to the Trustees, upon request, such information and reports as they may require in the performance of their duties. The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such books, records, papers, and reports of the Employer as may be necessary to permit the Trustee to determine whether the Employer is fully complying with the provisions regarding Employer contributions. Any Employer found delinquent through regular or special audit ordered by the Trustees shall be charged the full cost of such audit.

G. The Trustees are hereby given the power and the authority to institute whatever legal proceedings may be necessary to enforce compliance with the provisions of this Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.

H. The contributions, as aforesaid, shall accrue with respect to all hours worked by any journeyman or apprentice, or supervisor to the extent this Agreement so provides, represented by the Union or for any person doing any work within the jurisdiction of the Union and said contributions shall accrue with respect to all hours worked by employees, and by supervisors to the extent this Agreement so provides, covered by the terms of this Joint Agreement for Employers

within or without the geographical jurisdiction of the Union's jurisdiction, except that when work is performed outside the Union's jurisdiction wherein another Welfare Plan or Pension Plan is effective and the Employer makes contributions to that fund, then the said Employer shall not be required to make a double contribution; provided, however, that the primary duty to make payments for work performed within the jurisdiction of the Union shall be for all Employers to pay to the Health and Welfare Funds, the Pension Funds, the Apprenticeship Programs, the Promotion Trust Funds, the Annuity Funds, the District Council Training Center Fund, and the International Pension Fund, the contributions provided for in this Agreement.

33.31 Reports to Union and Trustees:

A. In order to assist in the collection of the contributions required pursuant to this Agreement, all Employers shall furnish the following reports to the Trustees of the Health and Welfare Funds, Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, International Pension Fund, or to the Union as indicated:

- (1) All Employers shall annually furnish to the Trustees of the Health and Welfare Funds, Pension Funds, Apprenticeship Programs, Promotion Trust Funds, Annuity Funds, District Council Training Center Fund, and International Pension Fund on dates determined by the respective Trustees, a statement showing whether (1) the Employer is a corporation and the names of all officers and directors of said Employer; (2) if not a corporation, a certificate stating who are the constituent persons composing the Employer and their respective interest in the same.
- (2) Each Employer shall furnish to the Bricklayers Northern Trust Fringe Benefit Account, on a monthly basis, a remittance report listing the names of all Bricklayers employed by the Em-

ployer during the month which the remittance report is made. For months in which no Bricklayers were employed, the remittance report of the Employer for that month shall so state. The reports required to be furnished pursuant to this section shall be received by the Bank on or before the twentieth (20th) day of each month.

- (3) Each Employer shall furnish to the Union on a weekly basis a report listing the name and address of each job site where work covered by this Agreement was performed during the week for which the report is made and the name of the foreman employed on each job.

B. If any Employer fails to file the required reports provided for above and such failure continues for seventy-two (72) hours after the Employer has received written notice thereof, the Union may stop any job of that Employer and/or withdraw the employees from such Employer's employment and may publicize such stoppage or attempted stoppage of work, until all required reports have been provided, anything in this Agreement to the contrary notwithstanding.

33.32 Payment Bond:

A. Any Employer who is delinquent for sixty (60) days or more in making payments of wages, fringe benefit fund contributions, or any Union dues which have been deducted from the wages of employees pursuant to a check-off authorization shall, at the request of the Union, furnish a satisfactory surety company's bond to guarantee payment of wages and contributions to said funds and Union dues which have been deducted from the wages of an employee pursuant to a check-off authorization as required by this Agreement. The bond shall be in the amount of \$5,000.00 if the Employer has three (3) employees or fewer working under this Agreement; in the amount of \$15,000.00 if the Employer has four (4) to ten (10) such employees; in the amount of \$30,000.00 if the Employer has eleven (11) to twenty (20) such employees; in

the amount of \$45,000.00 if the Employer has twenty-one (21) to thirty (30) such employees. The bond shall increase \$15,000.00 for each additional ten (10) employees.

The determination of the number of employees working under the Agreement for purposes of setting the amount of the bond will be based on the largest number of such employees within the twelve month period preceding the Union's request that a bond be posted but the Union may, at its sole discretion, request or agree to accept a bond in a lesser amount if the Union determines that a bond in a lesser amount is reasonably likely to provide the security sought and that requiring a bond in a greater amount would present a significant burden to the Employer. No action by the Union in requesting or agreeing to accept a bond in a lesser amount than otherwise provided from one Employer but not from another Employer will be deemed to violate the Most Favored Nations Clause of the Agreement.

If an Employer becomes delinquent for sixty (60) days with respect to any of the specified obligations, it is required to post a bond upon request by the Union even if it cures or has cured the delinquency.

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

Any Employer which is required to post a bond pursuant to this section shall maintain the bond until it has satisfied all obligations under the Agreement and has incurred no delinquencies for two years.

B. In the event that a bond is posted, delinquencies occur, recovery is sought against the bond, and the total unpaid wages and benefit fund contributions and Union dues exceed the amount of the bond, payment shall be apportioned among all wages and benefit contributions and Union dues on

a pro rata basis, whereby each wage claim and each fringe benefit obligation and each payment of Union dues will be paid at the same percentage.

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

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

D. If any party to this Agreement believes there is a reasonable possibility that wages, contributions required by this Article, or Union dues which have been deducted from the wages of an employee pursuant to a check-off authorization will go unpaid and will be lost if no action is taken to obtain a payment bond prior to an Employer being delinquent for sixty (60) days or more, that party may, upon 72 hours written notice to such Employer, present the question to the Joint Arbi-

tration Board ("JAB") as discussed in Article XII of this Agreement. The JAB will be required to convene and hear evidence presented by the party raising the issue, along with any evidence presented by or on behalf of the Employer in question. If the JAB determines there is a reasonable possibility that the payment of wages, contributions required by this Article, or the Union dues will not be made and will be lost in the absence of such action, it shall require the employer to obtain a payment bond as discussed in Paragraph A of this Section, notwithstanding the fact that no delinquency exists or that a delinquency has not existed for sixty (60) days. In determining whether a payment bond should be required under these circumstances, the JAB cannot act in an arbitrary manner. Without limiting the right of the JAB to require an Employer to obtain a payment bond under the provisions set forth in this paragraph for other reasons, one reason the JAB may require an Employer to obtain such a bond is that the Employer, or an owner or principal of the Employer, is or was associated with or affiliated with an Employer which had delinquencies on previous occasions. If the JAB rules an Employer should obtain a payment bond pursuant to the terms of this paragraph, the Employer must do so within ten days of receipt of written notice of such decision by the JAB and if the Employer fails to do so, the Union may then utilize the procedures set forth in Paragraph C of this section.

E. Any employer who signs or becomes bound to this collective bargaining agreement with the Union after May 31, 2000 ("New Employer") will be required within 14 days of signing or becoming bound to the Agreement to post a bond in an amount determined by the number of its employees in accord with the formula set forth in Section 33.32 A. The provisions of Section 33.32 A., B., and C. shall apply to such bonds posted by a New Employer except that (1) in addition to the remedies provided in Section 33.32 C. available to the Union, the Union may also cancel the collective bargaining agreement with the New Employer for failing to comply with the obligation to post a bond, which cancellation will be effective upon the Union giving the New Employer written notice it is exercising this right, and (2) any New Employer who posts such a bond as required and has no delinquencies for two

years from the date of signing or becoming bound to the Agreement shall be permitted to cancel the bond and thereafter shall be subject to a bond obligation only in accord with Sections 33.32 A. and D.

33.33 Apprentices:

A. In order to maintain a sufficient number of skilled mechanics, the necessity for employment of apprentices is hereby recognized, and the employment and proper training for as many apprentices as is reasonable and practicable shall be encouraged by all parties to this Agreement. To this end the Employers shall be required on the basis of a fair quota system established by the Trustees of the applicable Apprenticeship Program to employ as many apprentices as the Trustees of the Apprenticeship Program shall determine. Apprentices shall be under the complete control and jurisdiction of the Trustees of the Apprenticeship Program.

B. **Apprentice Training:** The Apprenticeship Program shall train apprentices adequately in safety and first aid.

C. **Wages of Apprentices:** The wages of apprentices shall be as follows:

- 50% of Journeyman's wage scale for 1st six months
- 60% of Journeyman's wage scale for 2nd six months
- 70% of Journeyman's wage scale for 3rd six months
- 80% of Journeyman's wage scale for 4th six months
- 90% of Journeyman's wage scale for 5th six months
- 95% of Journeyman's wage scale for 6th six months

D. Each Employer shall employ one (1) apprentice for each five (5) journeymen bricklayers when said apprentices are available, except that on all residential work three stories or less with a maximum of twenty-five dwelling units per structure, the Employer may, at his sole option, employ up to two apprentices for each journeyman bricklayer.

E. In order to expose apprentices to all aspects of the trade, apprentices shall not operate a saw for more than

eight (8) hours in any one work week except in unusual circumstances. No apprentice shall be entitled to any back pay or other monetary remedy for any violation of this provision, it being understood that this provision shall be enforced solely by a cease and desist remedy for any such violation.

F. An apprentice category designated "Novice Trainee" will exist, with such category ceasing to exist effective May 31, 2004, unless the Parties agree otherwise. Employers may employ novice trainees to perform work covered by Article X. Each novice trainee must pay a \$25.00 registration fee to the applicable Local Union and must produce the receipt for such payment while working as a novice trainee, and no Employer shall permit an individual to work as a novice trainee unless and until that individual presents the registration fee receipt to the Employer. Employment of each novice trainee is limited to a 200 hour probationary period, after which period the Employer must decide whether the novice trainee will be retained, either as an advanced apprentice through the Local 21 apprenticeship program or as an apprentice through the apprenticeship program of Local 14, 20, 27, 56, or 74, or be terminated. No individual may work as a novice trainee for more than 200 hours for any one Employer or a cumulative total of more than 200 hours for more than one Employer; and it shall be the responsibility of each Employer hiring an individual as a novice trainee to assure compliance with this requirement. The Employer must notify the District Council in writing when a novice trainee is either terminated or retained, and must do so within 48 hours of informing the novice trainee. Failure by the Employer to provide such written notice or otherwise abide by the requirements of this Section 33.33 may be grounds for the Joint Arbitration Board to impose an appropriate remedy, including barring the Employer from future employment of novice trainees. If the novice trainee is to be retained, it will be his or her responsibility to apply to the apprenticeship program affiliated with the appropriate Local Union, and such application will be treated as would any application for entry into that apprenticeship program. The decision of the Employer to terminate a novice trainee during or at the end of the probationary period will be at the Employer's sole discretion and will not be subject to challenge through

the procedures of Article XII.

Novice trainees will be paid 45% of the minimum wage rate set for journeymen. No benefit fund contributions or other payments except wages will be paid on behalf of a novice trainee unless he or she is retained after the 200 hour probationary period, at which point the Employer must pay Health and Welfare and Annuity contributions retroactively for the probationary period; and thereafter all contributions and payments will be made on a prospective basis. The Employer recognizes that novice trainees will not have received the safety and first aid training provided by the Apprenticeship Program, and must take proper steps to compensate for that lack of training.

An Employer may employ one novice trainee for the first ten or fewer journeymen in its employ. After the Employer uses an initial novice trainee, the Employer must abide by the ten to one ratio and at least one apprentice must be included among the ten journeymen when available. The Local Union in whose area the work is being performed must approve application of the ratio for employment of more than one novice trainee. Employers may only employ novice trainees if they are current on all fringe benefit fund contributions, and no Employer may employ a novice trainee if there is a pending Joint Arbitration Board decision with which it has not complied.

33.34 Refractory Provisions:

All refractory provisions shall be superseded by the International Union Agreement when negotiated.

33.35 Composite Crews:

For in-plant and precast installation work involving composite crews of Bricklayers and Boilermakers or Iron Workers, Bricklayer employees will be entitled to the most favorable show-up and premium pay provisions for such work.

**ARTICLE XXXIV
SAVINGS CLAUSE**

34.1

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

34.2

In the event there is a disagreement on the legal interpretation of said court decisions or rulings, the subject matter shall be promptly referred to the Joint Arbitration Board for final determination through legal counsel.

IN WITNESS WHEREOF, the parties have executed
this Agreement to be effective as of June 1, 2000.

ILLINOIS DISTRICT COUNCIL NO. 1 OF THE
INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS

LOCAL 14, LOCAL 20, LOCAL 21, LOCAL 27,
LOCAL 56, LOCAL 74

By: 

Pete Marinopoulos

By: 

Henry Kramer

MASON CONTRACTORS
ASSOCIATION OF GREATER CHICAGO

BUILDERS ASSOCIATION OF GREATER CHICAGO

FOX VALLEY MASON CONTRACTORS ASSOCIATION

LAKE COUNTY CONTRACTORS ASSOCIATION

SOUTH DUPAGE MASON CONTRACTORS ASSOCIATION

FOX VALLEY GENERAL CONTRACTORS ASSOCIATION

By: 

Richard Lauber

By: 

Art Christmann

INDEPENDENTS

Pursuant to its authority under that standard Memorandum of Understanding between District Council No. 1 and independent employers (meaning those employers which are not party to the Joint Agreement and Working Rules or some other Association Agreement), the following rate schedule for wages and contributions shall apply. The applicable Fringe Benefit Funds where not specified shall be the same as listed in Article VII.

A. The Standard Payment for work performed on or after June 1, 2000, to and inclusive of May 31, 2001:

Wage Rate	\$ 28.50
Pension	\$ 2.38
Health & Welfare	\$ 4.10
Local Apprenticeship and Training Fund	\$ 0.05
International Masonry Institute	\$ 0.37
Chicagoland Construction Safety Cncl.	\$ 0.01
Annuity Fund	\$ 1.55
International Pension Fund	\$ 0.25
District Council Training Center Fund	\$ 0.05

B. An increase of \$1.60 per hour shall become effective June 1, 2001. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed effective as of June 1, 2001, to and inclusive of May 31, 2002:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local Apprenticeship and Training Fund	\$ _____
International Masonry Institute	\$ _____
Chicagoland Construction Safety Cncl.	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

C. An increase of \$1.60 per hour shall become effective June 1, 2002. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed effective as of June 1, 2002, to and inclusive of May 31, 2003:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local Apprenticeship and Training Fund	\$ _____
International Masonry Institute	\$ _____
Chicagoland Construction Safety Cncl.	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

D. An increase of \$1.60 per hour shall become effective June 1, 2003. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed effective as of June 1, 2003, to and inclusive of May 31, 2004:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local Apprenticeship and Training Fund	\$ _____
International Masonry Institute	\$ _____
Chicagoland Construction Safety Cncl.	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

**CONTRACTORS ASSOCIATION
OF WILL AND GRUNDY COUNTIES**

The following rate schedule for wages and contributions shall apply to contractors which bargain through the Contractors Association of Will and Grundy Counties. The applicable Fringe Benefit Funds where not specified shall be the same as listed in Article VII.

A. The Standard Payment for work performed on or after June 1, 2000, to and inclusive of May 31, 2001:

Wage Rate	\$ 28.50
Pension	\$ 2.38
Health & Welfare	\$ 4.10
Local App. and Training Fund	\$ 0.05
International Masonry Institute	\$ 0.18
Will and Grundy Ind. Adv. Trust	\$ 0.06
Local Industry Promotion Fund	\$ 0.13
Three Rivers Const. Alliance	\$ 0.01
Annuity Fund	\$ 1.55
International Pension Fund	\$ 0.25
District Council Training Center Fund	\$ 0.05

B. An increase of \$1.60 per hour shall become effective June 1, 2001. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed on or after June 1, 2001, to and inclusive of May 31, 2002:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local App. and Training Fund	\$ _____
International Masonry Institute	\$ _____
Will and Grundy Ind. Adv. Trust	\$ _____
Local Industry Promotion Fund	\$ _____
Three Rivers Const. Alliance	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

C. An increase of \$1.60 per hour shall become effective June 1, 2002. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed on or after June 1, 2002, to and inclusive of May 31, 2003:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local App. and Training Fund	\$ _____
International Masonry Institute	\$ _____
Will and Grundy Ind. Adv. Trust	\$ _____
Local Industry Promotion Fund	\$ _____
Three Rivers Const. Alliance	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

D. An increase of \$1.60 per hour shall become effective June 1, 2003. The Union shall allocate the increase among wages and existing fringe benefit funds. The Standard Payment for work performed on or after June 1, 2003, to and inclusive of May 31, 2004:

Wage Rate	\$ _____
Pension	\$ _____
Health & Welfare	\$ _____
Local App. and Training Fund	\$ _____
International Masonry Institute	\$ _____
Will and Grundy Ind. Adv. Trust	\$ _____
Local Industry Promotion Fund	\$ _____
Three Rivers Const. Alliance	\$ _____
Annuity Fund	\$ _____
International Pension Fund	\$ _____
District Council Training Center Fund	\$ _____

Notes or Phone Numbers

Notes or Phone Numbers



Notes or Phone Numbers



Notes or Phone Numbers



Notes or Phone Numbers

Notes or Phone Numbers

Notes or Phone Numbers
