

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BRICKLAYERS AND ALLIED CRAFTWORKERS INTERNATIONAL UNION
LOCAL NO. 8**

OF ILLINOIS

AND

CENTRAL ILLINOIS BUILDERS AGC

**MAY 1, 2014 - APRIL 30, 2017
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AGREEMENT

This Agreement made and entered into this 1st day of May, 2014, by and between the CENTRAL ILLINOIS BUILDERS ASSOCIATION, hereinafter referred to as the "Employer", and BRICKLAYERS AND ALLIED CRAFTWORKERS INTERNATIONAL UNION LOCAL NO. 8 OF ILLINOIS, hereinafter referred to as the "Union".

Any employer, who has not assigned their bargaining rights to the Employer as referred to above, may receive the benefits and assume the obligations of this Agreement with the Union by signing the original copy of this Agreement and by agreeing to be bound by the terms and provisions thereof.

ARTICLE I RECOGNITION

The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Union, as defined in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers for the purpose of Collective Bargaining as provided for in the Labor Management Relations Act of 1947, as amended. The Employer agrees that it will not request an NLRB election.

ARTICLE II SCOPE OF WORK

Section 1. This Agreement shall cover new construction, maintenance, repair and renovation within Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Ford (and South), Green, Hancock, Jasper, Logan, Macon, Macoupin (North), Mason, McDonough, Menard, Morgan, Moultrie, Piatt, Pike, Sangamon, Schuyler, Scott, Shelby, and Vermilion counties in the State of Illinois.

Section 2. This Agreement shall cover all Bricklayers, Stonemasons, Terrazzo Workers, Tile Setters, Tile Helpers, Tuck Pointer, Cement Finishers, Plasterers and BAC Marble Masons work falling within the jurisdiction of the Union, as defined in branches of the trade, Code 1 of the Constitution, Rules of Order in Codes of International Union of Bricklayers and Allied Craftworkers which is incorporated herein by reference.

Section 3. BRICK MASONRY: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of brick 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 and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph,

electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block arching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers and 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 cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick building, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedding and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

F. Employers may assign the use of and Employees shall have the right to utilize and operate all tools and equipment they consider necessary in the performance of work covered by this agreement.

STONEMASONRY: Stonemasonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of all rip rap, rubble work, 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 building by architects and customarily called "stone" in the trade): cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over 10 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 all draft upon same of plumbing purposes only; and the cleaning, cutting of joints and point of stone work.

B. This is to apply to all work in buildings, sewers, bridges, railroads, bulkheads, breakwaters jetties, playgrounds, parks, landscaping and curbing particularly to the product of the locality where the work is being done. Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

C. Cleaning, grouting, pointing, and other necessary work to achieve and complete the work under the foregoing categories.

ARTIFICIAL MASONRY: Artificial Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. 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 stonemason and marble setter. All cement that is used for the 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, shall be controlled by members of this organization, for the which the highest rate of wages shall be demanded.

B. All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of this organization, for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

MARBLE MASONRY: Marble Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The carving, cutting and setting of all marble, slate, including slate blackboards, stone albereen, glass scagliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of building of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as all accessories in connection with such work, and laying of all marble tile, slate tile and terrazzo.

POINTING-CLEANING-CAULKING: Pointing-Cleaning-Caulking shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The pointing-cleaning-caulking 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 gunnite work.

B. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunnite work on same.

C. This is not to be construed as denying the right of the brick or stone mason members to apply themselves at this branch of trade.

SPECIAL CATEGORIES: The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International. This shall include the specialized skills identifiable within the major branches of the trade described above, such as all burning and welding required to secure or anchor all types of masonry materials.

REFRACTORY

(a) The provisions of this Article shall apply to all new refractory construction, all refractory maintenance and repair projects, and all ongoing plant refractory maintenance (i.e., plant refractory maintenance performed by steady, full-time employees who are part of a work force having assured employment for a minimum of twelve (12) months contracted for by Employers operating regionally and nationally in industrial plants such as, but not limited to, mining facilities, manufacturing plants, power plants, iron and steel production facilities, paper mills, cement plants, breweries, rubber production and tile manufacturing plants, refineries and synthetic fuel manufacturing facilities. Except as specifically set forth in this Article, refractory work shall be done under the same terms and conditions as are set forth in the remainder of this Agreement.

(b) The Employer agrees to assign to employees represented by BAC all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, tothing, fitting, plumbing, aligning, laying, flagging, leveling, installation of gaskets and expansion joint material, grinding, vibrating, tamping, gunniting, insulating and spraying of all refractory materials by all means including bolting and welding, removal and cleaning of masonry materials to be reinstalled, final sandblasting of surfaces to receive additional refractory materials, installation of chemical castings, fire-proofing, spraying of all refractory materials, cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by employees represented by BAC, in cooperation with other trades.

(c) In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this agreement.

This Agreement covering new construction, maintenance, repair and renovation shall be in effect within the jurisdiction of BAC Local No. 8, Jacksonville Chapter consisting of all of Logan County for Cement Masons and Plasterers.

CEMENT MASONRY: Cement Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. Laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights.

B. The cutting of all cement and concrete for patching and finishing, the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns; and the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work.

PLASTERING: Plastering shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The installation of exterior or interior plastering, plain, and ornamental, when done with stucco, cement, and lime mortars or potent materials; artificial marble work, when applied in plastic form; composition work in all its' branch; the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered in plastic material in the usual methods of plastering; the casting and shaking of all ornaments of plaster or plastic composition, the cutting and filling of cracks.

B. All cornices, molding, caves and bull nose run in place of rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.

ARTICLE III **UNION SECURITY**

Section 1. All bargaining unit employees covered by this Agreement as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union. Failure of an employee to comply with the provision of this Article shall, upon written request of the union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the Union if:

(A) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to the other members or,

(B) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promotion, overtime assignments, layoff, or discharge.

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of material handling equipment may be assigned to other craft jurisdiction based on provisions included in an Employers existing agreements with other trades.

Section 3. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor-saving devices to be used. However, safety of the employees on the jobsite shall be of prime concern to the Employer. There shall be no limitations on the choice of materials or design. The Employer shall schedule work and shall determine when overtime shall be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

ARTICLE V UNION REPRESENTATION

Section 1. International Union Representatives and the President and/or other representatives of the Local Union having jurisdiction over the job site shall have access to the Employers job sites at reasonable times in compliance with any reasonable rules and regulations adopted by the owner to ensure that the provisions of this Agreement are observed, provided, however, that such representatives shall not unduly interfere with the job progress.

Section 2. It is agreed that the Union has the right to select a Steward from among the employees to hear and attempt to adjust disputes and grievances, and in the case of accidents, to see that the employees and their personal belongings are cared for. Loss of time during the regular work day by the Steward or his representative and any reasonable expenses incurred by him in caring for sick or injured employees shall be paid for by the employer. Immediately upon selection of the Steward, the employer shall be notified by the Field Representative.

Section 3. The Steward shall be the last man laid off the job before the foreman or at the discretion of the employer, provided he is qualified to perform the work remaining and the first rehired for the job if available.

Section 4. Stewards have no authority to take any strike action or any other action interrupting the job.

Section 5. In no case shall the Steward be discharged, laid off or fired until the President or Field Representative has been notified that the Steward's work or conduct is unsatisfactory.

Section 6. In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. No foreman may serve as Steward. Any job starting without the appointment of Steward or in the absence of the appointed Steward, the employee with the most seniority in the Union shall serve as Steward until the Field Representative appoints a replacement.

ARTICLE VI **HIRING**

Section 1. The Employer may at any time hire or recall by name from the Union employees who have special skills or previous work experience within the last 12 months with the Employer.

Section 2. All applicants for employment in the various classifications required by the Employer shall be referred to the Employer by the Chapter except as otherwise provided herein. In the event that there are insufficient numbers of Chapter members in good standing to meet an Employer's brick masons requirements, the Employer may employ brick masons from other Local 8 Chapters who are members in good standing with the Bricklayers and Allied Craftworkers International Union.

Section 3. The Employer shall be the sole judge of the competency and qualifications of individuals referred by the Union and the number of employees required at any time.

Section 4. The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246, Americans with Disabilities Act and any affirmative action program of the parties.

Section 5. Whenever any words are used in the masculine gender in this contract, they shall be construed as though they were also used in the feminine gender.

ARTICLE VII **FOREMAN**

Section 1. No employee subject to the jurisdiction of the Union shall work under any foreman on the job who is not a member of the BAC. If more than one (1) foreman is required, they shall be members of the Union who have been in good standing in the Chapter for no less than six (6) months.

Section 2. When three (3) or more employees are working for the employer on one job, one of the employees shall be designated as foreman and shall receive foreman's wages per wage addendum.

Section 3. The foreman shall confine his work to layout and supervision at all times except when because of the nature of the work and the number of employees working under his supervision at the time, then at the Foreman's discretion, he shall work with the tools of his trade during the time that his supervision is not required.

Section 4. The Superintendent of the Employer shall not at any time be recognized as a masonry foreman unless he/she is a union member covered by this agreement.

ARTICLE VIII **PRE-JOB CONFERENCE**

A pre-job conference shall be held if requested by either party, for the purpose of surveying manpower requirements for the project, and the requesting party shall be responsible for notifying all crafts involved. A phone conference forty-eight (48) hours before the commencement of work can be used for a pre-job conference, this will be to discuss work assignments and preservation of craft jurisdiction.

ARTICLE IX **GENERAL CONDITIONS**

Section 1. There shall be no restrictions on the Employer's sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project; nor shall there be any restriction on the Employer's sole and exclusive right to man or not to man any equipment. There shall be no standby work demands.

Section 2. The parties reaffirm their policy of a fair day's work for a fair day's wage. Employees shall be at their gang box or tool shed at the starting time and shall remain at their place of work until the quitting time. Scheduled quitting time shall include a reasonable time to cleanup.

Section 3. Employees will be allowed a paid mid-morning refreshment break or rest period, providing the break time is spent at the man's approximate work location and the time required to do so be kept to ten (10) minutes total. No Employee is allowed to leave the jobsite during a paid break in production.

There shall not be an organized afternoon coffee break or rest period. Employees may take individual thermos of coffee, or nonalcoholic refreshments, to their assigned place of work and consume same as time and work schedule allow.

Section 4. When employees leave the project of their own accord at other than normal quitting time, it is their responsibility to notify their supervisor.

Section 5. When an Employer, upon reasonable cause, considers it necessary to shut down a job to avoid a possible loss of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time

worked. In such an event, if the Employer requests the employee to stand by, employees will be compensated for the standby time at an applicable rate.

Section 6. All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the project owner.

Section 7. Within one hour after starting time sanitary drinking water and individual drinking cups shall be furnished by the Employer on each job. Ice water or mechanically cooled water will be furnished from April 1 to October 31.

Section 8. All units of masonry weighing 45 pounds or more and any 8 inch or larger block laid over 48 inches in height shall be handled by 2 bricklayers.

ARTICLE X **HOURS OF WORK AND OVERTIME**

Section 1. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one-half hour lunch period between the 4th and 5th hour after the starting time, between 6 a.m. and 5 p.m. shall constitute a normal work day. Starting time for the work day may be changed within these hours by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given 48 hours in advance to Field Representative. All the employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to.

Section 2. Monday through Friday, first two (2) hours of overtime shall be paid at time and one-half. All time in excess of ten (10) hours shall be paid at double time. All hours worked on Saturday shall be paid at time and one-half. Sundays and holidays shall be paid at double time rate.

Section 3. By prior agreement, between the Employer and the Union, if a special shift is required by an project owner and if the Employer is required to perform work which cannot be performed during regular working hours, an employee may work a special shift and shall receive eight hours pay at the appropriate rate plus seventy-five cents (\$.75) per hour. Seven and one-half hours work, including a one-half hour lunch shall constitute a full shift. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

Section 4. SHIFT WORK: When so elected by the contractor, multiple shifts of at least three consecutive days may be worked. When two or three shifts are worked, the first shift shall be worked between the hours of 8 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight hours pay at the regular hourly rate for eight hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the evening shift shall receive eight hours pay at the regular hourly rate for seven and one-half hours work. The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m.

Employees on the night shift shall receive eight hours pay at the regular hourly rate for seven hours work.

If only two shifts are to be worked, Employer may, by mutual agreement, regulate starting times of the two shift operation to permit the maximum utilization of daylight hours. A lunch hour of thirty minutes shall be allowed on each shift.

Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Sundays and holidays and all hours worked other than the regular shift hours shall be paid according to the overtime provisions of this Agreement.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked. If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the union business manager.

Section 5. SATURDAY MAKE-UP: A voluntary Saturday make up day may be scheduled by the Employer when a regular 8 (eight) hour shift during the work week has been cancelled due to inclement weather. This voluntary Saturday make up day shall be available to only those employees on this project first, then employees on other projects where the week day shift was lost and any new hires who were ordered prior to the workday lost, for the workday lost. Employees who have other commitments for the Saturday may decline the voluntary make up day without any fear of retaliation by the Employer or his representative. This only applies when all trades involved with the masonry work agree to this provision. This section shall be applicable from December 1st to March 31st. This section is not applicable on prevailing wage projects.

ARTICLE XI OPTIONAL 4-10 HOUR WORK WEEK

Section 1. Recognizing an owner's work schedule may require flexibility in hours of work under this Agreement, by mutual agreement between the Union and the Employer, and with forty-eight (48) hours notification to the Union; a work week consisting of 4, 10 - hour days may be utilized on a project. This clause shall not be applicable when in violation of state or federal law.

Section 2. The work day shall consist of ten hours work between the hours of 6 a.m. and 5:30 p.m., including lunch.

Section 3. The work week shall consist of 4 consecutive 10 - hour days commencing at 6 a.m. Monday and ending at 5:30 p.m. Friday.

Section 4. All hours worked in excess of ten hours per day, Monday through Friday, shall be paid at double the regular rate of pay.

Section 5. In the event that weather conditions, owner demands, or conditions out of the control of the Employer prevent work from being performed on a regular work day, then Friday shall be considered a regular work day at the straight time rate of pay (only to obtain 40 hours per week). If Friday make-up day is used, a minimum of ten (10) hours will be worked. All hours in excess of 40 hours will be paid at the applicable overtime rate.

Section 6. In the event that the regular 4 consecutive 10 hour days are worked and an Employer wants to work a fifth day, then all hours worked on Friday or Saturday shall be paid at the applicable overtime rate.

Section 7. Sundays and holidays shall be paid at the double time rate of pay.

Section 8. The Employer shall provide the Union with the starting date and the conclusion date so that it may be determined that such request is not for the purpose of circumventing the overtime provisions of this contract.

Section 9. When employees are required to work beyond ten hours per day, they shall receive an additional thirty minute unpaid lunch period commencing after the 10th hour of work.

Section 10. This provision only applies when all trades involved with brick contractor agree to this shift.

ARTICLE XII **JURISDICTIONAL DISPUTES**

Section 1. Jurisdictional dispute. As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Employer's contractual relationship to any other Employer, Contractor, or Organization on the site.

Section 2. In the event of any dispute involving craft jurisdiction the employer shall forthwith notify the appropriate representatives of the craft involved of the existence of such dispute, and convene a meeting with such representatives for the purpose of attempting to resolve such dispute among the affected parties.

Section 3. If a jurisdictional dispute cannot be resolved as provided above, it shall be settled in accordance with International and Local Union Representative.

Section 4. There shall be no stoppage of work or slow down by employees, or lockout by the employer, during the implementation of the above procedure for the settlement of jurisdictional disputes between crafts.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slowdown of work or picketing over any dispute over the application of interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided. This section does not apply to non-payment of wages or fringe benefits.

Section 2. Should any employee or the Employer covered by this Agreement believe that he has been unjustly dealt with or that any provision of this agreement has been or is being violated, such grievance shall be handled in the following manner.

(A) The employee or Employer shall immediately report such grievance to the Steward or Field Representative, as the case may be, who shall go with him to the superintendent or Employer's Representative on the job site and endeavor to have same adjusted.

(B) In the event such complaint or grievance cannot be satisfactorily settled in this manner, the matter shall then be submitted in writing, within seventy-two (72) hours, to the Field Representative or President of the Union and a representative of the Employer, who shall be selected by the Employer to act on such grievance.

ARBITRATION

Section 1. In the event such complaint or grievance shall not have been satisfactorily settled, the matter shall then be submitted to an arbitration committee of three (3) for final decision. This committee shall be selected as follows:

One member shall be selected by and representing the Union, one member shall be selected by and representing the Employer, and these two shall select a third impartial member who shall act a Chairman. This committee shall hold hearings as expeditiously as possible, and render its decision in writing without undue delay (within five (5) days) and the decision of the committee shall be final and binding on both parties. Should the Management Representative and the Union Representative on the Arbitration Committee fail to agree on a third impartial member then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties would then within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains, the person whose name so remains shall act as the arbitrator.

Section 2. The arbitrator shall have no power to add to, detract from, or in any way modify the terms and provisions of this Agreement.

Section 3. The Arbitrator named by the Union and the arbitrator named by the Employer shall serve as such without compensation; necessary expenses of the hearing, including any compensation for the third arbitrator shall be shared equally by the parties hereto.

Section 4. It is distinctly understood that hours of labor, rates of pay and the use of the Union Label are not subject to arbitration.

ARTICLE XIV
NO STRIKE - NO LOCKOUT

Section 1. There shall be no strikes, other work stoppages or slow downs or lockouts during the life of this Agreement until the grievance and arbitration procedure herein provided for shall be exhausted.

Section 2. The Union shall not sanction or encourage any of its members in the following:

- a. To engage in any picketing establishing or furthering a secondary boycott or illegal strike.
- b. To refuse to cross a picket line set up supporting any illegal strike or a secondary boycott.
- c. It shall not be a breach of contract for employees to refuse to cross a legal picket line.
- d. This Article shall not apply in those cases where an Employer fails or refuses to make whole or part any payments required under this Agreement including all wages, fringe benefits or other contributions that have been established through bonafide collective bargaining.

ARTICLE XV
PAYDAY

Section 1. The regular payday shall be once a week on Friday or such other day as the Employer shall designate prior to the start of the job. When a regular payday is a holiday, then the last work day before that holiday shall be payday.

Section 2. Wages shall be payable by noon and are to be paid in cash, other legal tender or by Electronic Fund Transfer. The weekly payroll shall end no earlier than the third workday prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours, and net earnings.

Section 3. If no work on payday, the paycheck shall be available at the job site, or other mutually agreeable location not later than two (2) hours from the starting time.

Section 4. Except by special agreement between the Employer and the Union, when an employee is laid off or discharged, he shall be paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

Section 5. If an employee is made to wait beyond the time his wages are due, he shall be paid at the straight time rate for all the time he waits on the job site or area designated by the Employer. All differences will be referred to Article XIII - Grievance Procedure.

ARTICLE XVI
HOLIDAYS

Section 1. Only the following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving in lieu of Veterans Day, and Christmas Day. When a holiday falls on Sunday, it shall be observed on Monday. When a holiday falls on Saturday, Friday shall be treated as a normal workday.

Section 2. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the business manager.

ARTICLE XVII **SUBCONTRACTING**

Section 1. The Employer agrees not to subcontract out any BAC work to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation who observes the same wages, hours, and terms and conditions of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

ARTICLE XVIII **EQUIPMENT**

Section 1. The Employer shall furnish or have reasonably conveniently available, sanitary and clean toilet facilities for the employees on all jobs.

Section 2. On all ladders and scaffolds. OSHA standards shall apply.

(a) At each scaffold rise the walkway provided for the masons shall extend approximately eight (8) inches below the top of the wall.

(b) Wall lifts for all materials shall not be over four (4) feet high except for interior partitions which on the first lift shall not be over four (4) feet ten (10) inches high, and except when topping out.

Section 3. Where necessary a "hop board" may be used when topping out and shall be two (2) planks wide and not exceeding eighteen (18) inches high, and materials shall be no lower than "hop board" level. The "hop board" must be built according to OSHA approved specifications.

Section 4. All mortar boards shall be raised to a height of at least sixteen (16) inches and not more than approximately forty (40) inches above the level of the mason's walkway. In all instances, materials other than mortar shall be stacked no higher than forty-eight (48) inches above the masons' walkway.

Section 5. Masonry scaffold shall be erected by craft or crafts working on same, or at the discretion of Employer. No employee covered by this Agreement shall be laid off between the hours of 8:00 a.m. and 4:30 p.m. where work involving the erection of scaffold is available to

precede with normal working conditions. Brick masons shall lose no time for the stocking of scaffold.

Section 6. No employee shall be required to provide or use any personally owned power tools of any kind while employed by the Employer.

Section 7. The Employer shall at his own expense furnish all power tools used on any job.

Section 8. All interior dry table saws shall be equipped with an outside exhaust fan or comply with applicable OSHA standards. All table saws shall be furnished with the following: respirator; safety goggles; and ear protection.

Section 9. When wet cutting, there shall be furnished, in addition to the above mentioned safety articles, a pair of rubber gloves, rubber apron, rubber boots and a dry elevated platform. Heat will be provided if temperature is 45 degrees or below.

Section 10. The use of demolition saws to make standard masonry cuts shall not be used in place of masonry saw, except on loose units 4"x8"x16" or larger and cannot be used within 16 feet of other employees or crafts.

Section 11. A line furnished by the Employer shall be used on every course, and on backup of the line.

ARTICLE XIX **PERSONAL PROTECTIVE AND LIFE SAVING EQUIPMENT**

Section 1. The Employer shall provide the employee with all items of personal protective and life saving equipment as required by federal or state regulation. The Employer shall advise the employee what equipment is to be returned and the cost thereof, and any employee receiving said equipment shall acknowledge receipt of same, and, on leaving the employment of the Employer, shall either return said equipment to the Employer, or the cost thereof shall be deducted from the employee's last pay check.

Section 2. The Employer shall have the right to discharge any employee who fails to observe and follow all required safety rules and regulations after the employee has been instructed and warned.

Section 3. The Union shall assist the Employer in maintaining safe work sites by providing safety in journeyman upgrade training to employees covered under this agreement. All journeymen will attend journeyman upgrade training, competent person scaffold erection and dismantling and OSHA 10-Hour Construction Safety and Health Training when offered by the International Masonry Institute, the Chapter Apprenticeship & Training Committee, the Union, the CIB or CIMCA Association and/or the individual masonry contractor. The OSHA 10-Hour

and Competent Person Scaffold Erection and Dismantling class will be incorporated into the Apprenticeship & Training Committee Programs.

ARTICLE XX **DRUG TESTING PROGRAM PARTICIPATION**

Section 1. Employers signatory to this agreement and the Bricklayers and Allied Craftworkers Local # 8 of Illinois shall use and be bound to the rules and procedures as outlined in the Central Illinois Construction Trades Substance Abuse Testing Fund, which prohibits the use, abuse, presence in the body, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees. Any foregoing is a violation of this program and will be subject the employee to disciplinary action, up to and including immediate termination.

Section 2. Effective May 1, 2008, the Union and the Employees agree to establish and adequately fund a substance abuse program. Funding for this program will be provided through a Six Cents (\$.06) per hour Employer contribution. Said monies shall be deposited in a trust overseen by trustees appointed from the Employer and the Union, who shall generally be responsible for ensuring that substance abuse testing be carried out in conjunction with Policy and Procedures, which shall be considered as part of this agreement. It is likewise understood that the Employers by this contract are bound by the Agreement and Declaration of Trust governing the Central Illinois Construction Trades Substance Abuse Testing Fund. The payment shall be included along with other remittances provided under this agreement and at such time and places as other remittances are made to the designated Fund Office on behalf of all BAC Local # 8 of Illinois Chapter, and shall be paid on or before the fifteenth (15th) day of each month following the calendar month in which hours are worked.

Section 3. Employers agree that employees shall be paid for actual time lost at the straight time rate, including benefits, when required or notified to provide Drug and/or Alcohol test. The Employer shall receive and be paid for actual time lost by the "Fund" up to two (2) hours reimbursement for each Bricklayer/PCC/Cement Mason employees tested. However, in one case shall this exceed more than two (2) hours reimbursement. Employers failing to require an employee to report for a test when so notified shall be liable for a payment equal to twice the current reimbursement, payable to the Drug and Alcohol Fund. Thus, the contractor is charged four (4) hours of the employees normal wage and benefit rate. All employers signatory to the collective bargaining agreement agree to implement this policy for all BAC members including Supervisors and Foremen.

Section 4. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same, or discriminated against for employment.

Section 5. Determination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance andn arbitration provisions of this contract to the same extent and in that same amount as all other grievances as defined herein.

ARTICLE XXI
MOST FAVORED NATIONS CLAUSE

Section 1. Should the Union enter into a written Agreement(s) with any other employer or association which provides better wages and/or terms and conditions of employment, then such wages and/or terms and conditions of employment shall automatically apply to the Employer signatory to this Agreement, the only exception is to first time organized contractors working on specified project(s) they have under a signed contract.

Section 2. In the event that any question arises as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be initiated in accordance with Article XIII of this Agreement - Grievance and Arbitration Procedure.

ARTICLE XXII
EMPLOYER CONTRIBUTIONS & DEDUCTIONS

Section 1. Health & Welfare: It is agreed that Welfare Fund contributions are to be made to the Central Illinois Bricklayers Welfare Progam of the Southwest Illinois Bricklayers Welfare Fund; and Construction Industry Welfare Fund of Central Illinois; as set forth in the Wage Addenda specified elsewhere in this Agreement.

Contributions to said Central Illinois Bricklayers Welfare Program of the Southwest Illinois Bricklayers Welfare Fund, are due on the 15th day of the month following the month in which hours are worked by employees working in Jacksonville and Springfield Chapters covering the counties of Adams, Brown, Cass, Greene, Hancock, McDonough, Morgan, Pike, Schuyler, Scott, and northern 2/3 of Macoupin (Jacksonville Chapter), Christian, Logan, Macon, Mason, Menard, Moultrie, Sangamon and Shelby (Springfield Chapter).

Contributions to said Construction Industry Welfare Fund of Central Illinois are due on the 15th day of the month following the month in which hours are worked by employees working in Champaign and Effingham Chapters covering the counties of Champaign, Clark, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Jasper, Piatt, Vermilion, and Ford County (south of Roberts). Contributions received after the 15th day of the month are subject to a 10% liquidated damages penalty.

Section 2. Bricklayers & Trowel Trades International Pension Fund: Bricklayers and Trowel Trades International Pension Fund. The following contributions shall be made to the Bricklayers and Trowel Trades International Pension Fund (IPF), which was established under an Agreement and Declaration of Trust, dated July 1, 1972: *The parties agree that funding required for the National Pension Funding Improvement Plan will come from the annual negotiated wage increase.*

- (1) A contribution to IPF in the amount of \$1.50 for each hour or portion thereof, for which a covered employee receives pay.
- (2) In addition, a contribution to IPF in the amount of \$0.23 (15% of the amount required under subparagraph A(1) above) for each hour or portion thereof for which a covered employee receives pay, which shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).
- (3) In addition, effective May 1st 2013, in accordance with the PPA- mandated Funding Improvement Plan (FIP) adopted by the IPF Board of Trustees in November 2010, a contribution to IPF in the amount of \$0.07 (4%) of the IPF rate in effect at the time, including amounts set in both paragraphs A (1) and A (2) above for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with mandates of the Pension Protection Act of 2006 (PPA).
- (4) In addition, effective May 1st 2014, a contribution to IPF in the amount of \$0.07 (4%) of the IPF rate in effect at the time, including the amounts set forth in paragraphs A (1), A (2) and A (3) above for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).
- (5) In addition, effective May 1st 2015, a contribution to IPF in the amount of \$0.07 (4%) of the IPF rate in effect at the time, including the amounts set forth in paragraphs A (1), A (2) and A (3) above for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).
- (6) In addition, effective May 1st 2016, a contribution to IPF in the amount of \$0.08 (4%) of the IPF rate in effect at the time, including the amounts set forth in paragraphs A (1), A (2) and A (3) above for each hour or portion thereof for which a covered employee receives pay, which additional amount shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).

Section 3. Bricklayers Local #8 of Illinois Pension Plan: It is agreed that Pension Fund contributions are to be made to the Bricklayers Local #8 of Illinois Pension Plan as set forth in the Wage Addenda specified elsewhere in this Agreement.

Contributions to said Bricklayers Local #8 of Illinois Pension Plan are due on the 15th day of the month following the month in which hours are worked by employees working in the counties as set forth in Article II, Section 1. Contributions received after the 15th day of the month are subject to a 10% liquidated damages penalty.

Section 4. Savings Fund: It is agreed that Savings Fund moneys are to be deducted out of the wage rate set forth in the Wage Addenda for journeyperson employees participating in the Springfield Chapter Bricklayers, Stone Masons, Tile and Marble Setters, Cleaners, Pointers and Caulkers, Terrazzo and Mosaic Workers Union Savings Fund; and the Jacksonville Chapter Savings Fund. The moneys involved shall be deducted from the Employee's check, as per the personal authorization of said employee, after Federal and State Income Tax and FICA taxes have been deducted from the gross pay. Each journeyperson employee shall receive a receipt, or the amount shown as a deduction on the withholding statement as a deduction for the Savings Fund. The Vacation Deduction does not apply to any apprentice or apprentice/improvers working in the Springfield and Jacksonville Chapters.

Section 5. International Masonry Institute(IMI): It is agreed that IMI contributions are to be made as set forth in the Wage Addenda specified elsewhere in this Agreement.

Section 6. Illinois Masonry Institute(ILMI): It is agreed that ILMI contributions are to be made as set forth in the Wage Addenda specified elsewhere in this Agreement.

Section 7. Industry Advancement Fund: The Employer shall contribute to the Central Illinois Builders AGC Industry Advancement Fund as set forth in the Wage Addenda specified elsewhere in this Agreement. No expenditures from the Fund shall be made for any activity injurious to the Union.

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

*The CIB IAF Trustees reserve the right to raise the IAF hourly contribution during the term of this agreement.

Section 8. Dues Check-Off: 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 agency designated by said Union for the collection of said 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 Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid. The Employer shall remit same once each month to the Financial Secretary of the Union, together with a list of names and deductions.

The Union agrees to hold the Employer free from all liabilities in the connection with collection except for ordinary diligence and that are in transmittal of the moneys to the authorized person.

Section 9. BACPAC: The Employer shall deduct from the wages of each employee who is a Union member and who has signed a voluntary BRICKLAYERS & ALLIED CRAFTWORKERS POLITICAL ACTION COMMITTEE (BACPAC) check-off authorization form, and transmit monthly to the Treasurer of BACPAC in care of the Union (or any agency designed by the Union for the collection of said money), the amount specified on the BACPAC check-off authorization form. The sums transmitted shall be accompanied by a statement in a form specified by the Union, reporting the name of each employee for whom BACPAC deductions have been made and the amount deducted for each employee.

Section 10. MERGED TRUST FUNDS: In the event of the trust funds to which contributions are required to be made under this Agreement is merged with or into another trust fund, the contributions shall then be made to the successor fund.

Section 11. If the Employer fails to make contributions to any of the above mentioned Employer Contributions and Deductions as listed in Article 22 and Article 24, the Union after five days written notice, shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions thereof to the contrary notwithstanding, and the Employer shall be liable for all costs for the collection of payments due together with attorney's fees, audit costs and such penalties as may be assessed by the Trustees. The Employer agrees to be bound by the terms of all Trust Fund Agreements established in the various mentioned funds, as they now exist as they may hereinafter be amended, as if the term of such Trust Agreements were fully set forth herein and as though the Employer had actually signed the same. The Employer's liability for payment under this Article shall not be covered by any grievance or arbitration procedure or any "no strike" clause.

ARTICLE XXIII
EMPLOYER BOND REQUIREMENT

Section 1. Prior to or immediately upon any Employer becoming signatory to this Agreement they shall furnish the following to the Union.

A surety bond may be required of any Employer who was not signatory to the previous agreement or has been listed as a delinquent contributor by Health & Welfare and/or Pension Funds included in this Agreement. In the event that any Employer should become delinquent, such Employer shall be required to post a bond in the amount specified below, or at the Union's option, provide a cash bond in the same amount.

| | |
|---|----------|
| One (1) to five (5) employees..... | \$5,000 |
| Five (5) to ten (10) employees..... | \$10,000 |
| Ten (10) to fifteen (15) employees..... | \$15,000 |

Section 2. FAILURE TO COMPLY: Anything to the contrary notwithstanding, the Union shall have the right to picket for nonpayment of wages, fringes and/or other deducts from the

employees check, after giving five(5) days notice to the owner's representative, contractor and subcontractor where applicable. If the contractor forfeits his bond by reason of nonpayment of benefits, the Union shall increase the Employers required bond by an additional \$5,000 over the amount provided above.

Bricklayers and Allied Craftworkers International Union Local NO. 8 of Illinois
P.O. Box 347
Belleville, IL 62222

ARTICLE XXIV
APPRENTICESHIP

SPRINGFIELD CHAPTER AND JACKSONVILLE CHAPTER:

Section 1. In order to provide sufficient skilled journeymen for the natural increase of the masonry trade, it is agreed by both signatories to this Agreement that an apprentice system be established of such scope as will meet the requirements both as to the number and the efficiency of its workmen.

WHEREAS, the parties hereto recognize the Joint Apprenticeship Committees already established for that purpose; and,

WHEREAS, it is desirable to agree upon the financing and administration of said programs,

THEREFORE, it is mutually agreed as follows:

(1) Each employer of Union members carrying on construction work within the jurisdiction of said Union shall pay to said Joint Apprenticeship Committee a sum as set forth in the Wage Addenda specified elsewhere in this Agreement.

(2) This fund shall be used for the training and education of apprentices, the establishment and maintenance of apprenticeship training schools, the tuition for apprentices of trade school, the facilities, tools, equipment, textbooks and other materials and supplies for the training of apprentices, the tuition for related training courses in trade schools, and colleges for apprentices, the training and education of apprenticeship instructors, the advanced training and education in schools and colleges for the journeymen and other apprentice training as the Joint Apprenticeship Committee deems practical.

Section 2. The Committee is empowered and authorized to establish rules and regulations for the enforcement and carrying out of the purposes and objects of the Joint Apprenticeship Committee.

THEREFORE, it is mutually agreed that to carry out the intentions of the aforementioned program, the following procedures will be binding upon both parties.

(1) The apprenticeship program shall be administered by a Joint Apprenticeship Committee to consist of six (6) members: three (3) appointed by the Mason Contractors Associations and three (3) appointed by the Union. The Joint Apprenticeship Committee shall select a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. No more than two (2) shall be represented by the Union or Employer.

(2) The Joint Committee shall be authorized to formulate all rules regulating the selection of both bricklayers and tile setters apprentices, except that it is hereby made imperative that all apprentices shall be selected on the basis of merit and qualifications and without discrimination because of race, color, creed, national origin, age or sex.

(3) Each Joint Committee Member shall have one (1) vote on all matters, provided however, if there is an unequal number of Employees and Employer members present at any meeting, then each group of members shall be entitled to cast the same number of votes.

(4) The Joint Apprenticeship Committee has the authority and responsibility of determining maximum-minimum amounts of the cash balance of the Training Fund Account. When the balance exceeds the maximum amount established by this Committee, they may authorize the discontinuance of Contractor payments until such time as the Fund approaches the minimum limit, at which time the Contractor payments will again be resumed.

(5) The Joint Apprenticeship Committee may, with the aid of the Bricklayers and Tile setters Business Representative, assign Apprentices/Trainees to the Contractors on the following basis:

Up to five (5) Journeymen (Bricklayers or
Tile setters): one (1) Apprentices/Trainees

Above ten (10) Journeymen (Bricklayers or
Tile setters): A maximum of three (3) Apprentices/Trainees

(6) It is fully understood that all Contractors will willingly work the Apprentices/Trainees assigned. However, if said Apprentice/Trainee proves unsatisfactory to the Employer, he may be discharged with a letter of explanation being forwarded to the Joint Apprenticeship Committee and the local union.

(7) Rate of wages and time to learn different types of work to be determined by the Joint Apprenticeship Committee.

(8) No Employer can employ journeymen unless he supports the Apprentice Training Program.

CHAMPAIGN CHAPTER TWIN CITY BRICK MASONS JOINT APPRENTICE TRAINING PROGRAM:

Section 1. To assure an adequate supply of qualified craftsmen, the Employer and the Union shall establish the "Twin City Brick Masons Joint Apprentice Trust Fund", and payments made

to such funds as specified in this Agreement. The Trust Fund shall be administered according to the terms of the Trust Agreement to be entered into between the Association and the Union. The Agreement shall provide that the administration of the Trust Fund shall be of the Twin City Brick Masons Joint Apprentice Committee composed of three (3) Employer representatives and three (3) Union representatives, and the Association shall designate in writing the three (3) Employer representatives, one of whom shall be an independent local mason contractor. The Trust Agreement shall further provide that the Twin City Brick Masons Joint Apprentice Committee may designate such neutral persons as they may agree upon to assist in the administration of the Fund. In the event the Employer and Union groups deadlock on the administration of such Fund, and there are no neutral persons empowered to break such deadlock, such Agreement shall provide that the two groups shall agree on an impartial umpire to decide; such disputes, or in the event of their failure to agree within a reasonable length of time, an impartial umpire to decide such disputes shall on petition of either group be appointed by the District Council of the United States for the district where the Trust Fund has its principal office.

Section 2. The Trust Agreement shall further provide the following:

(a) An annual audit of the Trust Fund, a statement of the results of such audit which; shall be made available for inspection for interested persons at the principal office of the Trust Fund, and at such other places as may be designated in such written agreement.

(b) The Trust Agreement shall provide that the Twin City Brick Masons Joint Apprentice Committee shall:

1. Establish standards of classroom and field training for the apprenticeship program;
2. Establish requirements for entrance to the apprenticeship program;
3. Receive and process applications for apprentices;
4. Arrange for instructors, materials and such other items required for training program;
5. Supervise training and assist in placement of apprentices with employers.

(c) Funds are to be expended only on the approval of a majority of the apprentice committee, and then only for the support, operation, and maintenance of the Apprentice Training Program.

Section 3. No committee member shall receive any compensation for services in connection therewith.

Section 4. Each Employer who has been in the contracting business at least two (2) years may have one apprentice.

Section 5. Each Employer who has in his employ five (5) or more journeymen employees on any project shall be required to employ one (1) apprentice, if available. Employer shall employ one (1) additional apprentice on each project for every five (5) additional journeymen in his

employ subject to the availability of apprentices. Once hired, an apprentice shall not be laid off by an Employer, so long as the Employer has in employ at all job sites a total number of journeymen employees meeting the above stated apprentice journeymen ratios. In any event, one (1) apprentice shall not be laid off by the Employer at each project at which at least one (1) apprentice is employed until such time as no other journeymen are employed except the job steward and the job foreman. Apprentices may be discharged by the Employer for cause, but the Employer shall notify a designated member of the Apprentice Committee prior to the discharge and the reason for same. Notice is not required at the end of a job.

Section 6. Apprentices are not permitted to work on jobs where there is not a journeyman also employed.

Section 7. An apprentice shall not be worked on a masonry saw by an Employer until such apprentice has completed one (1) year of his apprenticeship and no Employer shall work any apprentice more than seven (7) days of any one (1) month on a masonry saw.

ARTICLE XXV **TRAVELING EMPLOYER**

When the Employer has any work specified in Article II of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in the Wage Addenda of this Agreement, but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the job site local Agreement. The Employer shall in all other matters be governed by the provisions established in the job site local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article II of this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XXVI **SAVINGS CLAUSE**

Section 1. Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of the court or competent jurisdiction, such invalidation of such part or portion of agreement shall not invalidate the remaining portion hereof; provided however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate an article or provision which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

Section 2. The remaining part or provisions shall remain in full force and effect.

ARTICLE XXVII

DURATION

This Agreement shall be effective as of May 1, 2014 and shall remain in full force and effect through April 30, 2017 and shall continue in force from year to year thereafter, except that upon written notice given by either party at least sixty (60) prior to April 30, 2017 or any year thereafter, either party may notify the other of its desire to amend, modify or terminate this Agreement.

ARTICLE XXVIII **NOTICES**

Notices hereunder shall be deemed to have been adequately given if serviced by registered mail upon the persons named below at the address indicated unless otherwise notified.

NOTICE TO THE UNION shall be addressed to:

Bricklayers Local #8 of Illinois
P.O. Box 347
Belleville, Illinois 62222

NOTICE TO THE EMPLOYERS shall be addressed to:

Central Illinois Builders of AGC
Chris Davis
300 W. Edwards St. Suite 300
Springfield, Illinois 62704

ARTICLE XXIX
ENTIRE AGREEMENT OF THE PARTIES

This represents the entire agreement of the parties. The Employer understanding that the Union is a fraternal society and, as such, in keeping with the provisions of the Labor Management Relations Act of 1947 as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in the bylaws, constitution, or otherwise shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement, any employment relationship or the relationship between the parties.

IN WITNESS WHEREOF the parties, hereto have executed this Agreement this 1st day of May, 2014.

CENTRAL ILLINOIS BUILDERS OF AGC BRICKLAYERS LOCAL UNION NO. 8

BRICKLAYERS LOCAL UNION NO. 8

President

CENTRAL ILLINOIS BUILDERS OF AGC.

Executive Vice President

WAGE AND BENEFIT ADDENDUM

JACKSONVILLE CHAPTER

(Adams, Brown, Cass, Green, Hancock, McDonough, Morgan, Pike, Schuyler, Scott and Macoupin (north) Counties)

CEMENT MASONS AND PLASTERERS

(Logan County)

| | <u>5/1/14</u> | <u>5/1/15</u> | <u>5/1/16</u> |
|------------------|---------------|---------------|---------------|
| Base Wage | \$30.00 | \$30.00 | \$0.70 |
| Foreman | 31.00 | 31.00 | |
| I.U. Pension | 1.50 | 1.50 | |
| I.U. Pension PPA | .37 | .44 | |
| Local#8 Pension | 7.64 | 8.17 | |
| Health & Welfare | 8.50 | 8.50 | |
| IMI | .55 | .55 | |
| CIB IAF | .15 | .15 | |
| Apprentice | .30 | .30 | |
| Drug Program | | .06 | |
| Total Bricklayer | \$49.01 | \$49.67 | |
| Total Foreman | \$50.01 | \$50.67 | |

DEDUCTIONS:

Dues Check Off 1.74 (TOTAL) (IU - .50, LOCAL - 1.22, BACPAC - .02)

* Increased to be distributed by Union

Apprentices shall receive the following percentage of Journeyman Wages plus full fringe benefits:

| | WAGES | DUES DEDUCT | IU | LOCAL | BACPAC |
|--|--------------|--------------------|-----------|--------------|---------------|
| 1st 750 hours of on the job training 50% | \$15.00 | \$1.20 | (.50 | .68 | .02) |
| 2nd 750 hours of on the job training 55% | 16.50 | 1.26 | (.50 | .74 | .02) |
| 3rd 750 hours of on the job training 60% | 18.00 | 1.32 | (.50 | .80 | .02) |
| 4th 750 hours of on the job training 70% | 21.00 | 1.42 | (.50 | .90 | .02) |
| 5th 750 hours of on the job training 80% | 24.00 | 1.53 | (.50 | 1.01 | .02) |
| 6th 750 hours of on the job training 90% | 27.00 | 1.63 | (.50 | 1.11 | .02) |

payable to Bricklayers Local #8 Fringe Collection Fund, via one check including the Apprentice Fund moneys, not later than the tenth (15th) day of the month following the month during which the hours are worked. The Employer shall provide each Employee with a receipt for said deduction, or shall indicate the amount of the deduction on the withholding statement portion of said Employee's payroll check. Mail to P.O. Box 6569, Champaign, Il 61826-6569.

APPRENTICESHIP FUND

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours worked by all employees covered under this Agreement to the Bricklayers Springfield Chapter Apprenticeship Training Fund. These remittances shall be made payable to Bricklayers Local #8 Fringe Collection Fund, via one check including the Vacation Fund moneys, not later than the tenth (15th) day of the month following the month during which the hours are worked. Mail to P.O. Box 6569, Champaign, Il 61826-6569.

INTERNATIONAL PENSION PLAN

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours or portion thereof, for which an employee receives pay to the Bricklayers & Trowel Trades International Pension Fund. These remittances shall be made payable to Bricklayers International Pension Fund, via one check including the International Pension Plan PPA, International Dues Check-off, I.M.I., and BAC PAC moneys, not later than the tenth (15th) day of the month following the month during which the hours are worked. Mail to Bricklayers International Pension Fund, Department 237, Washington, D.C. 20055-0237.

INTERNATIONAL PENSION PLAN – PPA

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours or portion thereof, for which an employee receives pay to the Bricklayers & Trowel Trades International Pension Fund. These remittances shall be payable to Bricklayers International Pension Fund, via one check including the Bricklayers & Trowel Trades International Pension Fund, Internatioanl Dues Check-off, IMI and BACPAC moneys, not later than the fifteenth (15th) day of the month following the month during which the hours are worked. Mail to Bricklayers International Pension Fund, Department 237, Washington, D.C. 20055-0237.

BRICKLAYERS LOCAL #8 OF ILLINOIS PENSION PLAN

It is agreed that each Employer shall contribute to the Bricklayers Local #8 Of Illiniois Pension Plan the sum per the wage addendum for all hours worked for all journeymen and apprentices covered by this Agreement. These remittances shall be made payable to Bricklayers Local #8 of Illinois Pension Plan, not later than the fifteenth (15th) day of the month following the month during which the hours are worked. Mail to Bricklayers Local #8 of Illinois Pension Plan, P.O. Box 10, East Alton, IL 61820.

CIB INDUSTRY ADVANCEMENT FOUNDATION (CIB IAF)

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours worked by all employees covered under this Agreement to the CIB IAF. Make checks payable to Bricklayers Local #8 Fringe Collection Fund and mail to Bricklayers Local #8 Fringe Collection Fund, P.O. Box 6569, Champaign, IL 61826-6569, not later than the tenth (15th) day of the month following the month during which the hours are worked.

INTERNATIONAL MASONRY INSTITUTE (I.M.I)

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours worked by all employees covered under this Agreement to the International Masonry Institute (I.M.I.). These remittances shall be made payable to Bricklayers International Pension Fund, via one check including the Pension, International Pension Fund – PPA, International Dues Check-off and BAC PAC moneys, not later than the tenth (10th) day of the month following the month during which the hours are worked. Mail to Bricklayers International Pension Fund, Department 237, Washington, D.C. 20055-0237.

WAGE AND BENEFIT ADDENDUM

EFFINGHAM CHAPTER

(Cumberland, Clark, Crawford, Effingham and Jasper Counties)

| | <u>5/1/14</u> | <u>5/1/15</u> | <u>5/1/16</u> |
|----------------------------|---------------|---------------|---------------|
| Base Wage | \$29.81 | \$30.00 | \$0.70 |
| Foreman | 31.31 | 31.50 | |
| Refractory Work | 31.31 | 31.50 | |
| I.U. Pension | 1.50 | 1.50 | |
| I.U. Pension PPA | .37 | .44 | |
| Local#8 Pension | 8.74 | 8.78 | |
| Health & Welfare | 7.20 | 7.50 | |
| IMI | .55 | .55 | |
| CIB IAF | .15 | .15 | |
| Apprentice | .30 | .30 | |
| Drug Program | | .06 | |
| Total | \$48.62 | \$49.28 | |
| Total Foreman & Refractory | \$50.12 | \$50.78 | |

| DEDUCTIONS: | TOTAL | IU | LOCAL | BACPAC |
|-----------------------------|--------------|-----------|--------------|---------------|
| Dues Check Off | 1.72 | (.49 | 1.21 | .02) |
| Dues Check Off (Refractory) | 1.78 | (.49 | 1.27 | .02) |

- Increase to be distributed by Union

Apprentices shall receive the following percentage of Journeyman Wages plus full fringe benefits:

| | | WAGE | DUES DEDUCT | IU | LOCAL | BACPAC |
|--------------------------------------|-----|-------------|--------------------|-----------|--------------|---------------|
| 1st 750 hours of on the job training | 50% | \$15.00 | \$1.20 | (.49 | .69 | .02) |
| 2nd 750 hours of on the job training | 55% | 16.50 | 1.25 | (.49 | .74 | .02) |
| 3rd 750 hours of on the job training | 65% | 19.50 | 1.36 | (.49 | .85 | .02) |
| 4th 750 hours of on the job training | 75% | 22.50 | 1.46 | (.49 | .95 | .02) |
| 5th 750 hours of on the job training | 85% | 25.50 | 1.57 | (.49 | 1.06 | .02) |
| 6th 750 hours of on the job training | 95% | 28.50 | 1.67 | (.49 | 1.16 | .02) |

WAGE AND BENEFIT ADDENDUM

CHAMPAIGN CHAPTER 17

(Champaign, Coles, Douglas, Edgar, Ford (south half), Piatt, and Vermilion Counties)

| | <u>5/1/14</u> | | <u>5/1/15</u> | | <u>5/1/16</u> |
|------------------------------|---------------|-------|---------------|--|---------------|
| Base Wage | \$31.32 | | \$31.32 | | \$1.20 |
| Foreman – 1 to 8 Bricklayers | 32.82 | 32.82 | | | |
| Over 8 Bricklayers | 33.32 | 33.32 | | | |
| I.U. Pension | 1.50 | | 1.50 | | |
| I.U. Pension PPA | .37 | | .44 | | |
| Local#8 Pension | 9.70 | | 10.43 | | |
| Health & Welfare | 7.20 | | 7.50 | | |
| IMI | .55 | | .55 | | |
| IL M.I. | .05 | | .05 | | |
| CIB IAF | .15 | | .15 | | |
| Apprentice | .30 | | .30 | | |
| Drug Program | | | .06 | | |
| Total Bricklayer | \$51.14 | | \$52.30 | | |
| Foreman 1-8 | \$ 52.64 | | \$53.80 | | |
| Foreman over 8 | \$53.14 | | \$54.30 | | |

| DEDUCTIONS: | TOTAL | IU | LOCAL | BACPAC |
|--------------------|--------------|-----------|--------------|---------------|
| Dues Check Off | 1.83 | (.52 | 1.29 | .02) |

* Increase to be distributed by Union.

Apprentices shall receive the following percentage of Journeyman Wages plus full benefit package:

| | WAGE | DUES DEDUCT | IU | LOCAL | BACPAC |
|--|-------------|--------------------|-----------|--------------|---------------|
| 1st 750 hours of on the job training 50% | \$15.66 | \$1.28 | (.52 | .74 | .02) |
| 2nd 750 hours of on the job training 55% | 17.23 | 1.34 | (.52 | .80 | .02) |
| 3rd 750 hours of on the job training 65% | 20.36 | 1.44 | (.52 | .90 | .02) |
| 4th 750 hours of on the job training 75% | 23.49 | 1.55 | (.52 | 1.01 | .02) |
| 5th 750 hours of on the job training 85% | 26.62 | 1.66 | (.52 | 1.12 | .02) |
| 6th 750 hours of on the job training 95% | 29.75 | 1.77 | (.52 | 1.23 | .02) |

HEALTH & WELFARE

It is agreed that each Employer shall contribute to the Construction Industry Welfare Fund of Central Illinois the sum per the wage addendum for all hours worked for all journeymen and apprentices covered by this Agreement. These remittances shall be made payable to Construction Industry Welfare Fund of Central Illinois, not later than the fifteenth (15th) day of the month following the month during which the hours are worked. Mail to Construction Industry Welfare Fund of Central Illinois, 34 East Springfield, Champaign, IL 61820.

BRICKLAYERS LOCAL #8 OF ILLINOIS PENSION PLAN

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APPRENTICESHIP FUND

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours worked by all employees covered under this Agreement to the Champaign Chapter Twin City Brick Masons Joint Apprentice Training Program. These remittances shall be made payable to Bricklayers Local #8 Fringe Collection Fund, via one check including I.L.M.I. moneys, not later than the fifteenth (15th) day of the month following the month during which the hours are worked. Mail to Bricklayers Local #8 Fringe Collection Fund, P.O. Box 6569, Champaign, IL 61826-6569.

ILLINOIS MASONRY INSTITUTE

It is agreed that each Employer shall contribute the sum per the wage addendum for all hours worked by all employees covered under this Agreement to the Illinois Masonry Institute (I.L.M.I.). These remittances shall be made payable to Bricklayers Local #8 Fringe Collection Fund, via one check including the Apprentice Fund and not later than the fifteenth (15th) day of the month following the month during which the hours are worked. Mail to Bricklayers Local #8 Fringe Collection Fund, P.O. Box 6569, Champaign, IL 61826-6569.

INTERNATIONAL PENSION PLAN

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INTERNATIONAL PENSION PLAN PPA

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CIB INDUSTRY ADVANCEMENT FOUNDATION (CIB IAF)

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Accepted this _____ day of _____, A.D. _____.

Signature: _____

Employer Information

Company Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Office Phone: _____ Fax: _____

Mobile Phone: _____

E-mail Address: _____

Federal Identification Number: _____
(FEIN)

Workmen's Compensation Carrier: _____

Policy Number: _____

Expiration Date: _____

CHECK ONE:

Corporation ___ Sole Proprietorship ___ Partnership ___ Other ___