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JUNE 1, 2003 to MAY 31, 2006

WORKING AGREEMENT

BETWEEN

ILLINOIS VALLEY CONTRACTORS
ASSOCIATION, INC.
1120 FIRST STREET, LASALLE, ILLINOIS

AND

ILLINOIS VALLEY / LASALLE CHAPTER
OF **BRICKLAYERS & ALLIED CRAFTWORKERS**
(INCLUDING TILE SETTERS AND TILE FINISHERS)
LOCAL UNION #6 ILLINOIS

THERE SHALL BE A PRE-JOB CONFERENCE WHENEVER THE UNION REPRESENTATIVE OR THE CONTRACTORS DEEMS IT NECESSARY. THE PRE-JOB CONFERENCE SHALL BE HELD AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE STARTING OF A JOB.

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Dennis V. Dougherty, Executive Director
Illinois Valley Contractors Association
1120 First Street, P. O. Box 411
LaSalle, Illinois 61301
815 - 223 - 0561 or 4556

Ed Tegland, President
Bricklayers & Allied Craftworkers L. U. #6
4477 Linden Road, Suite E
Rockford, Illinois 61109
815 - 874 - 1817

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PREAMBLE

This Agreement is made and entered into as of the 1st day of June, 2003 by and between the IV/LaSalle Chapter of B.A.C. Local #6 hereafter called the "Union" and the Illinois Valley Contractors Association hereafter called the "Employer". Said Agreement will remain in effect through May 31, 2006, and shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter.

It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by the means of Collective Bargaining.

The purpose of this Agreement is to establish the hours, wages and other conditions of employment and to prevent strikes and lockouts, and for the purpose of maintaining a co-operative relationship so that the Employers may secure sufficient, capable workmen with fair wages and conditions of employment.

The undersigned Representatives of the Illinois Valley Contractors Association, Inc., in the territory under the jurisdiction controlled by the IV/LaSalle Chapter of Bricklayers and Allied Craftworkers Local Union #6, attest that the working rules set forth in the Agreement are the rules in effect providing they do not conflict with State or Federal Laws.

ARTICLE I – TERRITORIAL JURISDICTION

The Area Jurisdiction of this Chapter consists of the same boundaries of the old Illinois Valley District Council as per charter granted by the International Union which are Bureau, Henry, LaSalle, Livingston, Putnam, and Stark counties of Illinois.

ARTICLE II - RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive Bargaining Agent for all of those Employees engaged to perform work within the jurisdiction and trade autonomy of the IV/LaSalle Chapter of Bricklayers and Allied Craftworkers Local Union #6 for the purpose of Collective Bargaining in respect to rates of pay, hours of work and other conditions of employment and to respect its trade autonomy as defined and established by decision of record of the Building Trades Department AFL-CIO.

ARTICLE III - MANAGEMENT RIGHTS

1. The Employer retains the right to manage its operations and direct the work forces. To be judge of the number of Employees required on any work; to assign Employees as in the Employer's judgment the operation may require.
2. The Employer may discharge or lay-off Employees as he sees fit, provided no Employee is discharged or discriminated against because of Union activities.

ARTICLE IV – UNION MEMBERSHIP

The Employer agrees that, all Employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing in the Union, as a condition of their employment, during the terms of this Agreement. All new Employees covered by this Agreement shall be required to become members of the Union therein from and after the seventh (7th) day following the beginning of such employment on the effective date of such Agreement, whichever is later. Upon written notice from the Union notifying the Employer of the failure of any Employee covered by this Agreement to comply with or maintain his membership because of nonpayment of dues the Employers shall within twenty-four (24) hours of such notice, discharge said Employee as under the provisions of the National Labor Relations Act, as amended.

ARTICLE V -PROCUREMENT OF EMPLOYEES

1. The Employer and the Union recognize that the Union is in a position to aid the Employer in securing qualified and competent Employees needed to perform the work that is covered by this Agreement. THE EMPLOYER AGREES TO NOTIFY THE UNION REPRESENTATIVE OF ITS NEED OF ALL EMPLOYEES. The Union when requested agrees to assist the Employer in securing qualified and competent applicants for the work and the Employer agrees to give such applicants fair consideration with the local members given preference and in line with the policies of the National Labor Relations Act, as amended.
2. A twenty-four (24) hour notification will be given to the Union Representative when hiring Bricklayers.
3. The Union will maintain a list of persons available for employment.
4. The right to hire or reject applicants referred by the Union is vested exclusively in the Employer. No applicant shall be discriminated against by reason of his membership or non-membership in the Union.

5. Any Contractor having a permanent office, on foundation, for two (2) years or more within the jurisdiction of the IV/LaSalle Chapter of B.A.C. Local #6 shall be allowed free movement of men within the IV/LaSalle Chapter. The Contractors agree to notify the Union Representatives of any new hires. All other contractors will be allowed to bring in one (1) key man and the Union will furnish all other employees.
6. Union members of the Illinois Valley/LaSalle Chapter shall be given hiring preference on any project within the jurisdiction of the IV/LaSalle Chapter.

ARTICLE VI - BONDING REQUIREMENTS

1. Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one (1) full year immediately preceding the execution of this Agreement shall obtain and maintain during the terms of this Agreement a Surety Bond in the amount of Fifteen Thousand Dollars (\$15,000) to guarantee to his Employees working under this Agreement the payment of wages and fringe benefits, including the Pension Fund, Welfare Fund and Training Fund payments.
2. In the event of failure, default or refusal of the Employer or Employee to meet his obligations to his Employees or the Pension Fund, Welfare Fund, Training Fund and Industrial Advancement Fund, when due, the Union aggrieved Employees or the Trustees of the Pension Fund, Welfare Fund, Training Fund and Industrial Advancement Fund, after written notice to the Employer or bonding company, file claim to obtain payment, cost and reasonable attorneys fees therefrom of the applicable Surety Bond.
3. Failure of an Employer to obtain and maintain an effective Surety Bond as required herein or failure and default by an Employer of payment or obligations covered by this Agreement in excess of the amount of the Surety Bond, may at the option of the Union, be declared by the Unions gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other actions against the said Employer. Bond to remain in full force and effect for a period of sixty (60) days after job completion.

ARTICLE VII - FAVORED NATIONS WORDING

Should the Union(s) as noted in this Agreement, enter into Agreement with other Contractors or Associations, whereby said union offers better working conditions and/or wages within the area covered by this Agreement, the members of these Contractors Association subscribing to the Agreement, shall immediately become subject to the better conditions offered by this Union, either written or oral.

ARTICLE VIII – PRE-JOB CONFERENCE

1. There shall be a Pre-Job Conference whenever the Union Representative or the Contractor deems it necessary.
2. A Pre-Job Conference shall be held at least forty-eight (48) hours prior to the starting of a job.
3. The Pre-Job Conference will be held in the area where the job is located.

ARTICLE IX - FOREMAN

A Foreman will be employed on all jobs requiring two (2) to five (5) men and shall receive not less than one dollar (\$1.00) per hour above scale. A Foreman employed on all jobs requiring six (6) to fifteen (15) men shall receive not less than one dollar and fifty cents (\$1.50) per hour above scale. A Foreman employed on all jobs requiring sixteen (16) or more men shall receive not less than two dollars (\$2.00) per hour above scale. The masonry Foreman must be a practical mechanic. No member of this Union shall act as a Foreman unless duly appointed by the Employer. A Foreman shall not make a practice of compelling lead men to raise the lines before all bricks are laid or in any way use his position to interfere with the rules of this Union. When eight (8) Masons are employed, the Foreman shall be required only to perform his duties necessary to do his job.

ARTICLE X – SHOW-UP TIME

1. When a man is called out to work and is put to work he must be paid two (2) hours weather permitting. Any work performed over two (2) hours he shall be paid four (4) hours. Should the Employee start work after the lunch period, he shall be paid not less than six (6) hours. Any work performed beyond six (6) hours he shall be paid for eight (8) hours. A man who is called out to work and not put to work shall be paid \$10.00 for show-up time, over ten (10) miles from the Union Hall.
2. The Employer must make arrangements to have a telephone that the designated Union Representative can call, no less than one (1) hour before starting time, in case of inclement weather. The Employer will make the decision as to whether the men should report to work. If there will be no work that day, it will be the duty of the Union Representative or his designated Representative to call the men and tell them not to report for work.

ARTICLE XI - APPRENTICES

1. All apprentices shall be paid at the following rates:

<u>WITH TRAINING</u>	OR	<u>WITHOUT TRAINING</u>
1 st 6 months - 60%		1 st 6 months - 50%
2nd 6 months - 65%		2nd 6 months - 50%
	3 rd 6 months - 70%	
	4 th 6 months - 75%	
	5 th 6 months - 80%	
	6 th 6 months - 90%	

2. Apprentices shall not work more than twenty-five percent (25%) of their working time operating the masonry saw. This is up to the discretion of the Steward. Any Apprentice not from this territory must be cleared in before starting work.

ARTICLE XII - PAYDAY

Wages must be paid on Contractors regular pay day and no wage shall be paid later than quitting time. Every hour the men are detained after that must be paid at the regular rate of wages for all waiting time up to a maximum of eight (8) hours. In the event pay day falls on a Holiday, checks must be issued on the day previous if possible. Lay-off checks must be issued by 4:00 p.m. Any Employer whose checks are non-negotiable, shall be required thereafter to pay in cash and the eight (8) hour clause shall be in effect. No more than five (5) days shall be held back from the Employees pay check, unless otherwise mutually agreed between the Union Representative and the Contractor. In the event there is no work on pay day, wages due shall be paid by 9:30 a.m., unless by mutual agreement for other arrangements.

ARTICLE XIII – PREMIUM PAY

1. On rope, hanging or swinging scaffolds, the rate of pay will be twenty-five cents (25¢) per hour above the scale. This does not apply to the Chicago type roof anchored scaffold which remains in place through the entire masonry work until masonry work is performed in over 30" from ground level.
2. Employees, who are required to work on unscheduled overtime, exceeding ten (10) hours on job sites covered by this Agreement shall be provided with a lunch without cost to the Employees.
3. All work performed on scaffold with working platforms over fifty (50) feet high shall be paid at the rate of fifty cents (50¢) per hour in addition to regular wages. There will be an increase of twenty-five cents (25¢) per hour for every twenty (20) feet thereafter.

4. When directed by the Employer to work in extreme heat and are required to wear protective clothing when working in furnaces, the men shall be paid at the double time rate.
5. On all acid and firebrick and castable materials pertaining to furnace work, there shall be a one dollar (\$1.00) premium per hour above the prevailing Employees scale. On all acid brick jobs where there is a loss of clothing through acid burns, there shall be a twenty-five dollar (\$25.00) allowance for clothing per Employee, or the Contractor can furnish protective clothing.
6. On any underground work six (6) feet or more in depth where underpinning or cribbing is used where work is dangerous, shall be paid twenty-five cents (25¢) per hour above the hourly rate. There is no premium for man hole work.
7. When an Employee is designated to do the sawing exclusively with a brick saw, he shall receive twenty-five cents (25¢) per hour above his prevailing wage.

ARTICLE XIV – WORK DAY

1. Eight (8) hours shall constitute a normal work day between the hours of 8:00 a.m., and 4:30 p.m. Within reason, the starting and quitting time can be adjusted with a meeting between the Union Representative and the Employer or his Representative, from 6:00 a.m., to 5:00 p.m.
2. By mutual agreement between the Employer and the authorized Local Union Representative, the Employer may work four (4) ten (10) hour days Monday through Friday, with overtime being paid after ten (10) hours in a day and forty (40) hours in a week at time and one half (1½). Saturday, Sunday and holidays under this clause will be paid at the double (2) time rate.

ARTICLE XV - RESIDENTIAL CONSTRUCTION

Definition of Residential Construction: the construction, repair and servicing of housing units, not to exceed single dwellings, duplexes and four (4) family apartments.

1. While working Monday through Friday on RESIDENTIAL WORK ONLY, if one (1) or more days are lost to inclement weather, the Employer will be allowed to work up to eight (8) hours Saturday at the straight time rate. However, if any employees of the Employer receive overtime for working on this project on Saturday, then this section will be null and void and the overtime provisions of this agreement will apply to Saturday work. Working a Saturday makeup day will be voluntary by the employee as well as the Employer. No

employee will be discriminated against for not working the Saturday makeup day. All Saturday makeup will be scheduled for an eight (8) hour shift.

2. The Union shall have the right to refuse this clause to any contractor who abuses it in any way.

ARTICLE XVI – OVERTIME & HOLIDAYS

1. All time worked before and after the established times Monday through Friday and all hours worked on Saturday shall be paid at time and one-half (1½). It is understood that Saturday work is voluntary. Sundays, Holidays and all HOTWORK shall be paid at the rate of **DOUBLE TIME**.
2. Holidays under this Contract are: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving (in celebration of Veteran's Day) and Christmas Day or in the event that any of the above mentioned Holidays fall on Sunday, the Monday following shall be paid at the rate of double time.

ARTICLE XVII - SHIFT WORK

1. When shift work is performed (2 or 3 shifts per day), each shift must work at least three (3) full shifts in three (3) days.
2. When what is commonly known as, one (1), two (2) or three (3) shifts work is carried on, the first shift shall work eight (8) hours from 8:00 a.m., to 4:30 p.m., and be paid for eight (8) hours work at the regular rate of wages. The second shift shall work seven and one-half (7 1/2) hours between 4:30 p.m., and 12:30 a.m., and be paid for eight (8) hours at the applicable rate of wages. The third shift shall work seven (7) hours between the hours of 12:30 a.m., and 8:00 a.m., and be paid for eight (8) hours at the applicable rate of wages.
3. A lunch period of thirty (30) minutes shall be allowed on each shift.
4. Premium pay shall be ten percent (10%) of the hourly rate for the second shift and fifteen percent (15%) of the hourly rate for the third shift.
5. There shall be no pyramiding applicable of overtime wage rates on ten percent (10%) of the second shift and fifteen percent (15%) of the third shift.
6. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the Contractor involved and the Union.

7. For two (2) ten (10) hour shifts, the first shift works between the hours of 8:00 a.m., and 6:00 p.m., and shall be paid for eight (8) hours at the regular rate of wages, plus two (2) hours at time and one half (1½) the regular rate of wages. The second shift will work between the hours of 6:00 p.m., and 4:00 a.m., and get paid for eight (8) hours at the regular rate of wages and two (2) hours at time and one half (1½) the regular rate of wages, including lunch period for both shifts.
8. For a twelve (12) hour shift, the first shift will work between 7:00 a.m., and 7:00 p.m., and get paid for eight (8) hours at the regular rate of wages and four (4) hours at time and one half (1½) the regular rate of wages. The second shift will work between the hours of 7:00 p.m., and 7:00 a.m., and get paid for eight (8) hours at the regular rate of wages and four (4) hours at time and one half (1½) the regular rate of wages, including lunch period for both shifts.

ARTICLE XVIII – STEWARD

1. A Steward shall be designated by the Union. It shall be the duty of the Steward to examine the working dues of each member working on the job and he shall investigate all questions detrimental to the interests of the Union. The Steward working on said job shall adjust any grievances, with the Employer or his Representative. If they cannot, it shall be referred to the Union Representative and the Employer, or his Representative. The Steward shall not permit any but practical mechanics to work with tools of the trades, Contractors not excepted. He shall see that the men start and stop work at the proper time.
2. Except for one (1) Foreman, the Steward shall be the last man laid off.
3. The Steward shall be notified within two (2) hours of lay-off, or sooner if possible on the lay-off day.

ARTICLE XIX **JURISDICTIONAL CLAIMS - SUBJECT TO JOINT BOARD DECISION**

1. **BRICKLAYERS CLAIM** - Laying bricks in under, or upon any structure or form of work where bricks are used whether in the ground or over surface or beneath water, in commercial buildings, rolling mills, iron works, blast or smelting furnaces, line or brick kilns in mines of fortifications and all underground work such as sewers, telegraph, electric and telephone conduits.
2. **BRICKLAYERS CLAIM** - All cutting out of brick work or block work that is going to be repaired or replaced with said material whether for door openings, window openings and cutting all chases and joists pockets and beam bearings is Bricklayers work.

3. BRICKLAYERS CLAIM - All pointing, cleaning and cutting of brick and artificial masonry corking caulking and caulking of all frames or other work requiring the labor of a skilled person. Fireproofing, block arching, terra cotta, cutting and setting. The laying and cutting of all tile plaster, mineral wool, from glass block or any substitute for the above material. The cutting, rubbing and grinding of all kinds of brick, block and setting of all cut stone trimmings whether real or artificial on all buildings is Bricklayers work.
4. BRICKLAYERS CLAIM - Pre-cast Wall Panels – Composite crew of Bricklayers and Ironworkers: Ironworkers shall do the rigging, hooking on, signaling and landing. Bricklayers shall do the cutting, fitting, bedding, pointing, caulking, grouting, patching and installation of gaskets. The plumbing, aligning, leveling and anchoring, including bolting and/or welding shall be performed by a crew composed of an equal number of Bricklayers and Ironworkers.
5. BRICKLAYERS CLAIM - Pointing, cleaning and caulking shall consist of all types of masonry, caulking of all window frames encased in masonry or brick, stone or cement structures, including all grinding and cutting out of such work and all sand blasting, steam cleaning and gunite work shall be the work of the members of this Union. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick, block or consisting of laying all riprap and rubble work with or without mortar.
6. It is understood that it may be necessary for Bricklayers to assist in setting and erecting scaffold from time to time.

ARTICLE XX
SCOPE OF WORK - TILE SETTERS & TILE FINISHERS

1. This Agreement shall cover the new construction, maintenance, repair and renovation, as it applies to all Tile, Marble & Terrazzo Workers and Finishers work that falls within the jurisdiction of the Union, as defined in Branches of the Trade, Code 1 of the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers which is incorporated herein by reference.
2. 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.

ARTICLE XXI - DRUG POLICY

The Illinois Valley Construction Industry Labor-Management Committee will establish a Drug Policy, which once established, will become part of this Agreement.

ARTICLE XXII **GRIEVANCE PROCEDURES FOR SETTLEMENT OF DISPUTES**

1. Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No Employee grievance may be considered unless submitted in writing within ten (10) days of the alleged violation.
2. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of three (3) Employer Representatives selected by the Association and three (3) Union Representatives selected by the Union involved. After either the Association or the Union has received notice, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote.
3. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to Arbitration by so notifying the other party involved. The Union shall submit the names of five (5) Arbitrators and the Employer shall have the right to select one (1) of the Arbitrators listed in the notice or similarly to submit an alternate list of five (5) Arbitrators to the Union. If no name is selected from the second list, 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 shall within ten (10) working days after receipt thereof, select the Arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the Arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of Arbitration including the Arbitrator's fee and expenses, will be borne equally by both parties.

The Arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from or in any way change or modify the terms of this Agreement or any Agreement made supplementary thereto. Wages, hours and fringe benefits are not arbitrable.

4. The decision of the Negotiating Committee or of the Arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) and shall be one method of resolving such

disputes, provided, however, that if either party refuses to submit such dispute to Arbitration or to abide by the decision of the Arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXIII - JURISDICTIONAL DISPUTES

It is agreed by and between the parties to this Agreement that any and all Jurisdictional Disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth;

1. Assignments of work shall only be made by the Employer or his designated Representative.
2. There shall be no strike or lockouts during the attempt to resolve a Jurisdictional Dispute as set forth in this Article.

ARTICLE XXIV - MISCELLANEOUS

1. Machinery failure shall not constitute lost time.
2. Non-alcoholic refreshments brought to the designated work area when work commences may be consumed at the Employee's designated work area.
3. Men hurt on the job and ordered home or to the doctor shall receive a full days pay for that day. If the need may arise, a competent person shall accompany the person in need of medical aid. If the man is able to return to work, he must do so to obtain his wages.
4. There shall be no time lost by Employees while waiting for scaffolding or stocking of same with material or while moving from one job to another. All block work shall run six (6) courses high for scaffold height. Mortarboard stands, 20-24 inches in height and all masons lines to be furnished by the Contractor. No material shall exceed forty (40) inches above walking surface of mason. Ladders must be provided. Walking plank shall not be above the wall.
5. It is agreed that when Employees covered by this Agreement are engaged in any type of welding or burning, that adequate safety precautions will be used and while welders working in dangerous positions a loft, a helper shall be used when necessary.
6. Five (5) minutes shall be granted the Employees at noon time and five (5) minutes at quitting time to clean up tools and equipment. On all acid brick, firebrick and castable materials the Employees shall have fifteen (15) minutes at quitting time for clean up.

7. Any Employer employing three (3) or more journeymen shall provide a suitable tool house where Journeymen can change their clothes and store their tools with safety.
8. The Employer shall provide drinking water of good quality and he shall provide ice water from May 1st to October 1st, or as needed.
9. The Employer shall also provide a suitable toilet.
10. No member shall contract work or lump work or work by the hour for any person who does not pay Unemployment Compensation, Workman's Compensation or all other fringe benefits.
11. When cutting brick, block or tile or other masonry materials indoors with a dry carborundum blade, the work will be done within the guidelines of OSHA rules.
12. No line shall be dropped until bricks are laid to the line. No member shall put up the line more than one (1) course at a time except in the case of obstructions.
13. Two (2) Bricklayers shall be employed on the laying of any material weighing forty-five (45) pounds or over. It is further agreed that the Employer or his Representative and the Steward view a job and agree when it is necessary and practical to use two (2) men on a job.
14. Any one (1) member of a contracting firm, who is a member of the Union, may work with their tools on any of their contracts, but two (2) or more Contractors, from the same contracting firm who are members of the Union, may not work on the same job at the same time. When one (1) member of a contracting firm, who is a member of the Union, works with his tools, he shall appoint himself as Foreman. If he appoints someone else as Foreman, the Contractor cannot work with his tools.
15. Any member who shall become a legitimate Contractor with Contractors number, shall be considered as a Contractor for a period of one (1) year and shall only work on the wall under conditions of paragraph 43.
16. Contributions to the Health and Welfare and to the Pension Funds and Promotion Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to these Funds as a deduction for tax purposes.
17. Neither 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 similar basis.

18. When there is a group of Bricklayers working on a job and a jackhammer is to be used continuously, the Foreman shall see to it that men are spelled off on the jackhammer.
19. Any Bricklayers, Tile Setters or Tile Finishers covered by this Agreement transferred from one job to another during working hours for the same Employer shall be transferred on the Employers time.

ARTICLE XXV - MINIMUM WAGES

It is mutually agreed that the Contractors signatory to this Agreement shall pay the minimum hourly wage rates as detailed in Addendum's A, B and C.

ARTICLE XXVI - MONTHLY DEDUCTIONS

DUES CHECK-OFF - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate deduction for the Dues Check-off as detailed in Addendum's A, B and C.

ARTICLE XXVII - MONTHLY CONTRIBUTIONS

1. PENSION FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions into the applicable Pension Fund as detailed in Addendum's A, B and C.
2. INTERNATIONAL PENSION FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions into the Bricklayers and Trowel Trades International Pension Fund as detailed in Addendum's A, B and C.
3. CONSTRUCTION INDUSTRY RETIREMENT FUND OF ROCKFORD - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions for Tile Setters and Tile Finishers into the Construction Industry Retirement Fund of Rockford as detailed in Addendum's B and C.
4. HEALTH & WELFARE FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions into the applicable Welfare Fund as detailed in Addendum's A, B and C .

5. APPRENTICE FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions into the applicable Joint Apprentice and Training Fund as detailed in Addendum's A, B and C.
6. INTERNATIONAL MASONRY INSTITUTE - It is mutually agreed that the Contractors signatory to this Agreement shall make contributions into the International Masonry Institute as detailed in Addendum's A, B and C.
7. ILLINOIS VALLEY CONSTRUCTION INDUSTRY LABOR-MANAGEMENT FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution for Bricklayers into the Illinois Valley Construction Industry Labor-Management Fund as detailed in Addendum A.
8. CONSTRUCTION INDUSTRY ADVANCEMENT FUND OF ROCKFORD- It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution for Tile Setters and Tile Finishers into the Industry Advancement Fund as detailed in Addendum's B and C.
9. ILLINOIS VALLEY CONTRACTORS INDUSTRY ADVANCEMENT FUND - It is mutually agreed that the Contractors signatory to this Agreement shall make the appropriate contribution for Bricklayers into the Illinois Valley Contractors Industry Advancement Fund as detailed in Addendum A.

ARTICLE XXVIII – SAVINGS CLAUSE

It is hereby agreed and understood that the extent of any part of this Agreement is in conflict with any Federal or State laws that that portion shall be interpreted to be in conformity with such laws. It not being the intention of either party to violate any law that may affect this Agreement.

THE TERMS OF THIS AGREEMENT shall be in effect as of June 1, 2003 and shall remain in effect until May 31, 2006 and either party hereto may serve notice of desire to amend this Agreement at the end of said term by giving the other party a written notice no less than sixty (60) days nor more than ninety (90) days prior thereto, but in default of same notice, this Agreement shall continue upon the same terms and conditions as herein contained by either party hereto giving the other party a written notice, not less than sixty (60) days nor more than ninety (90) days previous to the expiration date of the then current terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and approved by the Officers and members of both parties to this Agreement, as of this 1st day of June, 2003.

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION #6

Ed Tegland, President

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty, Executive Director

John Ward, President

WE THE UNDERSIGNED CONTRACTOR(S) NOT HAVING ASSIGNED OUR BARGAINING RIGHTS TO THE ABOVE MENTIONED ASSOCIATION, DO HEREBY AGREE TO ABIDE BY THIS AGREEMENT.

COMPANY: _____

ADDRESS: _____

CITY-STATE-ZIP CODE: _____

AREA CODE & TELEPHONE NUMBER: _____

FAX NUMBER: _____

SIGNED BY & TITLE: _____

DATE SIGNED: _____

ADDENDUM A
BRICKLAYERS
WAGES – DEDUCTIONS - CONTRIBUTIONS

WAGES

1. The following rates for the Bricklayers and Allied Craftworkers will be in effect from **June 1, 2003 through May 31, 2005:**

BRICKLAYERS

6-1-03 to 5-31-04

\$25.44	Wage
\$4.50	Health & Welfare
\$4.00	Pension
\$1.50	International Pension
\$.18	IAF
\$.36	IMI (International Masonry Institute)
.02	Labor/Management
\$.07	Apprentice Training
<u>\$36.07</u>	TOTAL

Dues Check-off

6-1-03 to 5-31-04

Journeyman	\$1.08
Apprentice	\$.94

BRICKLAYERS

6-1-04 to 5-31-05

\$26.78	Wage
\$4.87	Health & Welfare
\$4.25	Pension
\$1.50	International Pension
\$.19	IAF
\$.38	IMI (International Masonry Institute)
.02	Labor/Management
\$.09	Apprentice Training
<u>\$38.08</u>	TOTAL

Dues Check-off

6-1-04 to 5-31-05

Journeyman	\$1.14
Apprentice	\$.99

Firebrick – Plus \$1.00

Foreman rate - 2-5 men plus \$1.00 per hour
6-15 men plus \$1.50 per hour
16 or more men plus \$2.00 per hour

6/1/05 to 5/31/06

\$2.25 increase to be allocated by the Union
\$.01 additional Contractor contribution to Industry Advancement Fund
\$2.26 Total Increase

DEDUCTIONS

1. The Employer shall deduct from the wages of each Employee who has signed a Check-Off Authorization conforming to applicable law, and transmit monthly to the Fox Valley Construction Workers Fringe Benefit Funds, P. O. Box 92871, Chicago, Illinois, 60675-2871, the amount stipulated in the above schedule, per hour 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.

CONTRIBUTIONS

1. All contributions will be paid on a straight time rate (hours worked not hours paid) including show-up time.
2. All monies for CONTRIBUTIONS are to be sent in one check to:
Fox Valley Construction Workers Fringe Benefit Funds
P. O. Box 92871
Chicago, IL 60675-2871
3. If payments for contributions, are not received by the twentieth (20th) day of the month, the Employer shall be deemed in violation of this Agreement and the aforementioned Trust Agreements.
4. The Fox Valley Construction Workers Fringe Benefit Funds maintains a place of business at 28 North First Street, Geneva, Illinois, 60134, or at such other place designated by the Trustees. Monthly contributions of the Employer shall be forwarded to said business office together with report forms supplied for such purpose not later than the tenth (10th) day of the following month.
5. Contributions to the Fox Valley Construction Workers Pension and Welfare Funds shall not constitute or be deemed wages due the Employee.
6. It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trusts, which establish all Funds listed within this Contract, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

7. In the event of failure on the part of the Contractor or individual to remit benefits as provided for in this Agreement, the Union will have the right to withdraw the service of its members until such time as all money due has been paid.
8. It is recognized and acknowledged by all parties, including the Employers, that the regular and prompt payment of contributions is essential to the aforementioned Funds and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the plan which would result from the failure of an Employer to pay the required contributions within the time provided. Therefore, if any Employer shall fail to pay the required contributions by the due date, such Employer may be liable in addition, for liquidated damages of ten percent (10%) of the amount of the contributions which are owed.
9. In the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable Attorney's fees, even though no legal actions are actually instituted and costs incurred in the collection process, including, but not limited to, court fees, audit fees and administration expenses.
10. All Contractors working under this Agreement shall pay Pension contributions to the Fox Valley Construction Workers Pension Funds, in the amount of four dollars (\$4.00) per hour worked (to be adjusted each year), for the Local in whose Territorial Jurisdiction the work is being performed.
11. All Contractors working under this Agreement shall contribute to the Bricklayers and Trowel Trades International Pension Fund, the amount of one dollar and fifty cents (\$1.50) per hour worked (to be adjusted each year) for the Local in whose Territorial Jurisdiction the work is being performed.
12. All Contractors working under this Agreement shall pay Health and Welfare contributions to the Fox Valley Construction Workers Welfare Funds, in the amount of four dollars and fifty cents (\$4.50) per hour worked (to be adjusted each year) for the Local in whose Territorial Jurisdiction the work is being performed.
13. All Contractors working under this Agreement shall pay Apprenticeship and Training Fund contributions to the Bricklayers and Allied Craftworkers Local #6 Joint Apprenticeship and Training Funds, in the amount of seven cents (\$.07) per hour worked (to be adjusted each year), for the Local in whose Territorial Jurisdiction the work is being performed.
14. The contribution to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust,

22 July 1970) and the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974), shall be allocated for market development and research and development. All Contractors working under this Agreement shall pay International Masonry Institute contributions, in the amount of thirty six cents (\$.36) per hour worked (to be adjusted each year), for the Local in whose Territorial Jurisdiction the work is being performed.

15. The parties agree to participate in the Illinois Valley Labor-Management Committee under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978. All Contractors working under this Agreement shall pay Illinois Valley Construction Industry Labor-Management Fund contributions, the amount of two cents (\$.02) per hour worked, for the Local in whose Territorial Jurisdiction the work is being performed to be administered by Trustees appointed by Local Union #6 and the Illinois Valley Contractors Association under the terms of the Trust Agreement. Parties agree to split any increase to the Illinois Valley Labor-Management Fund.
16. It is hereby agreed that the Illinois Valley Contractors Industry Advancement Fund is not jointly administered. Payments received by the Industry Fund shall be used for the purpose of promoting the Bricklaying Industry and to assist the cost of negotiating and administrating the Agreement. All Contractors working under this Agreement shall pay Illinois Valley Contractors Industry Advancement Fund contributions, in the amount of eighteen cents (\$.18) per hour worked effective June 1, 2003 to May 31, 2004 for the Local in whose Territorial Jurisdiction the work is being performed. All Contractors working under this Agreement shall pay Illinois Valley Contractors Industry Advancement Fund contributions, in the amount of nineteen cents (\$.19) per hour worked effective June 1, 2004 to May 31, 2005 for the Local in whose Territorial Jurisdiction the work is being performed. All Contractors working under this Agreement shall pay Illinois Valley Contractors Industry Advancement Fund contributions, in the amount of twenty cents (\$.20) per hour worked effective June 1, 2005 to May 31, 2006 for the Local in whose Territorial Jurisdiction the work is being performed.

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Addendum.

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION #6

Ed Tegland, President

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty, Executive Director

ADDENDUM B
TILE SETTERS
WAGES – DEDUCTIONS - CONTRIBUTIONS

WAGES

1. The following rates for the Tilelayers will be in effect from **June 1, 2003** through **May 31, 2005**:

TILE SETTERS*

6-1-03 to 5-31-04

\$24.42	Wage
\$4.35	Health & Welfare
\$3.50	CIF Retirement
1.50	International Pension
\$.06	IAF
\$.34	IMI (International Masonry Institute)
<u>\$.07</u>	Apprentice Training (#6)
\$34.24	TOTAL

Dues Check-off

6-1-03 to 5-31-04

Journeyman

\$1.08

Apprentice

\$.94

TILE SETTERS

6-1-04 to 5-31-05

\$25.53	Wage
\$4.80	Health & Welfare
\$3.50	CIF Retirement
1.50	International Pension
\$.06	IAF
\$.36	IMI (International Masonry Institute)
<u>\$.09</u>	Apprentice Training (#6)
\$35.84	TOTAL

Dues Check-off

6-1-04 to 5-31-05

Journeyman

\$1.14

Apprentice

\$1.00

Foreman -\$.25

6/1/05 to 5/31/06

\$1.60 increase to be allocated by the Union

*For the purpose of this contract, the parties agree to accept the wage and fringe package as negotiated by Northern Illinois Building Contractors Association and BAC Local Union #6.

Apprentice Base Wage Rates:

(must add benefits as per journeyman)

- 1st 6 months - 50% / \$12.76
- 2nd 6 months - 60% / \$15.31
- 3rd 6 months - 65% / \$16.59
- 4th 6 months - 70% / \$17.87
- 5th 6 months - 75% / \$19.14
- 6th 6 months - 80% / \$20.42
- 7th 6 months - 90% / \$22.97

DEDUCTIONS

1. The Employer shall deduct from the wages of each Employee who has signed a Check-Off Authorization conforming to applicable law, and transmit monthly to the B.A.C. Local #06 Illinois, 477 Linden Road, Suite E, Rockford, Illinois, 61109 and the International Pension Fund (BAC), Department 237, Washington, D.C., 20055-0237, the amounts stipulated on the International Trowel Trades Fringe Benefit Funds Remittance Report, per hour 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.

CONTRIBUTIONS

1. All contributions will be paid on a straight time rate (hours worked not hours paid) including show-up time.
2. The employer agrees to contribute to the Construction Industry Retirement Fund of Rockford, Illinois the sum of three dollars and fifty cents (\$3.50) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall transmit to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of September 14, 1965. The Retirement Fund maintains a place of business at 929 S Alpine, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified

(failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Retirement Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Retirement fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

3. Commencing with the first day of June, 1980 and for the duration of the Agreement, and renewals of extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by the Agreement, as follows:

For each hour or portion thereof, for which an Employee received pay, the Employer shall make a contribution of one dollar and fifty cents (\$1.50) to the International Pension Fund (BAC), Department 237, Washington, DC, 20055-0237.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of work in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Trainees and Probationary Employees.

The payments to the Pension fund required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust dated July 1, 1972. The employer hereby agrees to be bound by and to the said Agreement of Trust, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Bricklayers and Trowel Trades International Pension Fund.

If an Employer fails to make the contributions to the Pension Fund by the due dates as set forth in this Agreement for the payment of "Fringe Benefits", the local union shall have the right and obligation to take whatever steps necessary to secure compliance with the Agreement, as outlined in other parts of the Agreement.

The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Service Code so as to enable the Employer to treat contributions as a deduction for income tax purpose.

4. The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois the sum of four dollars and thirty five cents (\$4.35) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall be remitted to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 929 S Alpine Road, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees

administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

5. All Contractors working under this Agreement shall pay Bricklayers Joint Apprenticeship and Training Fund contributions, in the amount of seven cents (\$.07) per hour worked (to be adjusted each year) for each Employee covered by this Agreement, and transmit monthly to the B.A.C. Local #06 Illinois, 477 Linden Road, Suite E, Rockford, Illinois, 61109.
6. The contribution to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974), shall be allocated for market development and research and development. All Contractors working under this Agreement shall pay International Masonry Institute contributions, in the amount of thirty-four cents (\$.34) per hour worked (to be adjusted each year), for each Employee covered by this Agreement.
7. The employer agrees to contribute to the Construction Industry Advancement Fund of Rockford, Illinois the sum of six cents (\$.06) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall be remitted to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Advancement Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement. The Construction Industry Advancement Fund maintains a place of business at 929 S Alpine, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor

Agreement to the Construction Industry Advancement Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Industry Advancement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Industry Advancement Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Industry Advancement contributions called for in this Labor

Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Industry Advancement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Advancement Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Advancement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums sued from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Advancement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Advancement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Addendum.

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION #6

Ed Tegland, President

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty, Executive Director

ADDENDUM C
TILE FINISHERS
WAGES – DEDUCTIONS - CONTRIBUTIONS

WAGES

1. The following rates for the Tile Masons will be in effect from **June 1, 2003 through May 31, 2005:**

TILE MASONS (FINISHERS)*

6-1-03 to 5-31-04

	<u>Dues Check-off</u>	<u>6-1-03 to 5-31-04</u>
\$22.02 Wage	Journeyman	\$.97
\$4.35 Health & Welfare	Probation	\$.85
\$2.00 CIF Retirement		
\$1.50 Pension		
\$.06 IAF		
\$.30 IMI (International Masonry Institute)		
<u>\$.07</u> Apprentice Training (#6)		
\$30.30 TOTAL		

TILE MASONS (FINISHERS)

6-1-04 to 5-31-05

	<u>Dues Check-off</u>	<u>6-1-04 to 5-31-05</u>
\$22.93 Wage	Journeyman	\$1.01
\$4.80 Health & Welfare	Probation	\$.88
\$2.00 CIF Retirement		
\$1.50 Pension		
\$.06 IAF		
\$.32 IMI (International Masonry Institute)		
<u>\$.09</u> Apprentice Training (#6)		
\$31.70 TOTAL		

6/1/05 to 5/31/06

\$ 1.40 increase to be allocated by the Union

* For the purpose of this contract, the parties agree to accept the wage and fringe package as negotiated by Northern Illinois Building Contractors Association and BAC Local Union #6.

Probationary Period (plus full benefits)	
1 st 6 months = 50% - \$11.47	3 rd 6 months = 80% - \$18.34
2 nd 6 months = 70% - \$16.05	4 th 6 months = 90% - \$20.64

DEDUCTIONS

1. The Employer shall deduct from the wages of each Employee who has signed a Check-Off Authorization conforming to applicable law, and transmit monthly to the B.A.C. Local #06 Illinois, 477 Linden Road, Suite E, Rockford, Illinois, 61109 and the International Pension Fund (BAC), Department 237, Washington, D.C., 20055-0237, the amounts stipulated on the International Trowel Trades Fringe Benefit Funds Remittance Report, per hour 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.

CONTRIBUTIONS

1. All contributions will be paid on a straight time rate (hours worked not hours paid) including show-up time.
2. The employer agrees to contribute to the Construction Industry Retirement Fund of Rockford, Illinois the sum of two dollars (\$2.00) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall transmit to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of September 14, 1965. The Retirement Fund maintains a place of business at 929 S Alpine, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for

claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Retirement Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Retirement fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

3. Commencing with the first day of June, 1980 and for the duration of the Agreement, and renewals of extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by the Agreement, as follows:

For each hour or portion thereof, for which an Employee received pay, the Employer shall make a contribution of one dollar and fifty cents (\$1.50) to the International Pension Fund (BAC), Department 237, Washington, DC, 20055-0237.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of work in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Trainees and Probationary Employees.

The payments to the Pension fund required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust dated July 1, 1972. The employer hereby agrees to be bound by and to the said Agreement of Trust, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Bricklayers and Trowel Trades International Pension Fund.

If an Employer fails to make the contributions to the Pension Fund by the due dates as set forth in this Agreement for the payment of "Fringe Benefits", the local union shall have the right and obligation to take whatever steps necessary to secure compliance with the Agreement, as outlined in other parts of the Agreement.

The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Service Code so as to enable the Employer to treat contributions as a deduction for income tax purpose.

4. The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois the sum of four dollars and thirty-five cents (\$4.35) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall be remitted to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 929 S Alpine, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees

administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

5. All Contractors working under this Agreement shall pay Bricklayers Joint Apprenticeship and Training Fund contributions, in the amount of seven cents (\$.07) per hour worked (to be adjusted each year) for each Employee covered by this Agreement, and transmit monthly to the B.A.C. Local #06 Illinois, 477 Linden Road, Suite E, Rockford, Illinois, 61109.
6. The contribution to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974), shall be allocated for market development and research and development. All Contractors working under this Agreement shall pay International Masonry Institute contributions, in the amount of thirty cents (\$.30) per hour worked (to be adjusted each year), for each Employee covered by this Agreement.
7. The employer agrees to contribute to the Construction Industry Advancement Fund of Rockford, Illinois the sum of six cents (\$.06) (to be adjusted each year) per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement and shall be remitted to the Construction Industry Funds, P. O. Box 5803, Rockford, IL, 61125. The Construction Industry Advancement Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement. The Construction Industry Advancement Fund maintains a place of business at 929 S Alpine Road, Suite 402, Rockford, IL 61108 or at such other place designated by the Trustees. Contribution of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the

fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Advancement Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Industry Advancement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Industry Advancement Fund and its administrations shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages accessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Industry Advancement contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Industry Advancement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the fifteenth day of the month following the month the hours were worked, and are to be considered delinquent after the twenty-fifth of the month following the month the hours are worked. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Advancement Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Advancement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums sued from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Advancement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Advancement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days' notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Addendum.

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION #6

Ed Tegland, President

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

Dennis V. Dougherty, Executive Director