

STATE OF ILLINOIS – DEPARTMENT OF LABOR  
160 N. LASALLE ST., STE. C-1300  
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:

ADMINISTRATIVE DISTRICT COUNCIL 1 OF  
ILLINOIS of the INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED CRAFTWORKERS,  
AFL-CIO and Its LOCAL 21,

PETITIONER(S),

STATE FILE NO. 2023-H-RP08-2341

v.

JANE R. FLANAGAN, ACTING DIRECTOR  
of the ILLINOIS DEPARTMENT OF LABOR, and  
THE ILLINOIS DEPARTMENT OF LABOR,

RESPONDENTS.

ORDER

**THIS MATTER COMING** on to be heard under the Prevailing Wage Act, 820 ILCS 130/0.01-12 and Notice of Hearing issued there under; and, pursuant to 56 Illinois Administrative Code 120.400 all parties having been duly advised on the premises issues this order;

**IT IS HEREBY ORDERED:**

1. Pursuant to **56 IAC 120.400** a **telephonic** pre-hearing conference shall be convened telephonically on **September 21, 2022 at 10:00 a.m.** The administrative law judge will initiate the conference call. Complainant attorney Ronald M. Willis will be phoned at **312-801-8839** Respondent Attorney **Eileen Boyle-Perich** will be phoned at **708-723-6399** Technology constraints require that a direct dial phone number be provided for the pre-hearing conference. If the number listed is not a direct dial number or you require additional phone lines to be added, you are to provide the phone numbers and/or the names and phone numbers of the additional participants to [DOL.hearings@illinois.gov](mailto:DOL.hearings@illinois.gov)
2. The pre-hearing conference shall be held to simplify the issues, determine necessity or desirability of amendment to documents for purposes of clarification, simplification or limitation, determine stipulations, admission of fact and of contents and authenticity of the documents, limit the number of witnesses, determine propriety of the prior mutual exchange among the parties who have prepared testimony or exhibits, and decide other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion thereof.
3. Attorneys shall file appearances as soon as practicable.

DATE: August 15, 2022

By: /s/ Claudia D. Manley

Claudia D. Manley  
Chief Administrative Law Judge  
IDOL  
160 N. LaSalle St. Ste. C-1300  
Chicago IL 60601  
V: 312-793-1805  
P: 312-793-5257  
[Dol.hearings@illinois.gov](mailto:Dol.hearings@illinois.gov)

STATE OF ILLINOIS        )  
  )  
  )  
COUNTY OF COOK         )

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. 2023-H-RP08-2341 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the order or on the Certificate of Service, having caused each envelope to be served by U.S. 1 mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 15<sup>TH</sup> day of August, 2022 prior to 4:30 p.m.

Adm. Dist. Council 1  
Of IL, Int'l Union of Bricklayers  
And Allied Craftworkers, AFL-CIO, LOCAL 21  
Attn: Ronald M. Willis, Esq.  
Dowd Bloch  
8 S. Michigan Ave. 19<sup>th</sup> Fl.  
Chicago, IL 60613  
[RWillis@laboradvocates.com](mailto:RWillis@laboradvocates.com)

**HAND DELIVERED:**

Eileen Boyle-Perich  
Acting General Counsel  
Illinois Department of Labor  
160 S. LaSalle St., Ste. C-1300  
Chgo IL 60601  
[Eileen.BoylePerich@Illinois.gov](mailto:Eileen.BoylePerich@Illinois.gov)

Jane R. Flanagan  
Acting Director of Labor  
Illinois Department of Labor  
160 N. LaSalle St., Ste. C-1300  
Chicago, IL 60601

/s/ Karen Lewis

Karen Lewis, Office Specialist, Illinois Department of Labor

STATE OF ILLINOIS – DEPARTMENT OF LABOR  
160 N. LASALLE ST., STE. C-1300  
CHICAGO, ILLINOIS 60601

IN THE MATTER OF: )

ADMINISTRATIVE DISTRICT COUNCIL 1 OF )  
ILLINOIS of the INTERNATIONAL UNION OF )  
BRICKLAYERS AND ALLIED CRAFTWORKERS, )  
AFL-CIO and its LOCAL 21, )

PETITIONER(S), )

v. )

JANE R. FLANAGAN, ACTING DIRECTOR )  
of the ILLINOIS DEPARTMENT OF LABOR, and )  
THE ILLINOIS DEPARTMENT OF LABOR, )

RESPONDENTS. )

STATE FILE NO. 2023-H-RP08-2341

DATE OF NOTICE: August 15, 2022

CERT. MAIL/RETURN RECEIPT:

9489 0090 0027 6196 3252 20

**NOTICE OF TELEPHONIC HEARING**

**PLEASE TAKE NOTICE** that Jane R. Flanagan, Acting Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO and its Local 21, [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations effective July 15, 2022 by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

**DATE:** September 21, 2022  
**TIME:** 11:00 a.m.  
**COMPLAINANT ATTORNEY PHONE #:** Ronald M. Willis 312-801-8839  
**RESPONDENT ATTORNEY PHONE #:** Eileen Boyle-Perich 708-723-6399

**ADMINISTRATIVE LAW JUDGE:**

**MOSHE LIBERMAN  
ADMINISTRATIVE LAW JUDGE  
ILLINOIS DEPARTMENT OF LABOR  
160 NORTH LASALLE STREET, SUITE C-1300  
CHICAGO, ILLINOIS 60601**

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

This hearing will be conducted **BY TELEPHONE** with the ALJ contacting you on the date and time stated above. If the phone number listed is incorrect, contact the hearings section at [dol.hearings@illinois.gov](mailto:dol.hearings@illinois.gov) as soon as possible with the corrected direct dial phone number. If additional individuals are to be contacted, the party is to provide the name and direct dial phone number of the additional individual to be included during the hearing to [DOL.hearings@illinois.gov](mailto:DOL.hearings@illinois.gov) . If the phone number listed is not a direct dial phone number, please provide a **DIRECT DIAL NUMBER** to [dol.hearings@illinois.gov](mailto:dol.hearings@illinois.gov) as soon as possible. Technology constraints require you provide a **DIRECT DIAL PHONE NUMBER ONLY**. Also, technology constraints do not allow caller dial through or the ability to navigate automated operators. Non-direct dial numbers will result in the call not going through. **For those with caller identification, this call will originate from various locations throughout the country, including but not limited to San Francisco. SOME CALLS PLACED BY THE DEPARTMENT ARE BLOCKED, IF YOUR PHONE HAS PRIVACY MANAGER OR ANONYMOUS CALL BLOCKER, THE CALL MAY NOT GO THROUGH.** All calls placed by the Department are recorded.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

  
\_\_\_\_\_  
Jane R. Flanagan  
Acting Director of Labor

STATE OF ILLINOIS )  
 )  
 )  
COUNTY OF COOK )

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing and Attachments in Case No. 2023-H-RP08-2341 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Notice of Hearing or on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 15<sup>TH</sup> day of August, 2022 prior to 4:30 p.m.

Adm. Dist. Council 1  
Of IL, Int'l Union of Bricklayers  
And Allied Craftworkers, AFL-CIO, LOCAL 21  
Attn: Ronald M. Willis, Esq.  
Dowd Bloch  
8 S. Michigan Ave. 19<sup>th</sup> Fl.  
Chicago, IL 60613  
[RWillis@laboradvocates.com](mailto:RWillis@laboradvocates.com)

**HAND DELIVERED:**

Eileen Boyle-Perich  
Acting General Counsel  
Illinois Department of Labor  
160 S. LaSalle St., Ste. C-1300  
Chgo IL 60601  
[Eileen.BoylePerich@Illinois.gov](mailto:Eileen.BoylePerich@Illinois.gov)

Jane R. Flanagan  
Acting Director of Labor  
Illinois Department of Labor  
160 N. LaSalle St., Ste. C-1300  
Chicago, IL 60601

/s/Karen Lewis

Office Assoc./Office Specialist Illinois Department of Labor

2023-H-RP08-2341

RECEIVED  
AUG 11 2022

STATE OF ILLINOIS - DEPARTMENT OF LABOR  
CONCILIATION/MEDIATION DIVISION  
160 N. LASALLE ST. STE. C-1300  
CHICAGO, IL 60601

IN THE MATTER OF:

Administrative District Council 1 of Illinois	)
of the International Union of Bricklayers and Allied	)
Craftworkers, AFL-CIO and its Local 21.	)
	)
	)
Petitioners,	)
	)
and,	)
	)
Jane Flanagan, Acting Director of the	)
Illinois Department of Labor and the Illinois Department	)
of Labor.	)
	)
	)
Respondents	)
	)

EXHIBIT A

**WRITTEN OBJECTIONS AND REQUEST FOR SECTION 9 HEARING**

Now comes Ronald M. Willis, as the attorney for Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO (herein referred to as "DC 1"), and its affiliated Local No. 21 and submits these written objections pursuant to Section 9 of the Illinois Prevailing Wage Act, 820 ILCS 130, et. seq. (herein referred to as the "Act) to the prevailing wage schedule and certain of the classifications the Illinois Department of Labor ("Department") published on its official website to be effective as prevailing wage rates and classifications effective July 15, 2022. The classifications to which these objections are addressd are the classifications of Tile Mason, Marble Mason, and Terrazzo

Mason ("herein referred to as "Affected Classifications") in the nine (9) Counties of Cook, DeKalb, DuPage, Kane, Lake, McHenry, and Grundy, Will and Kendall County ("Affected Counties"). The Petitioners submit these objections because Department's published rates for the Affected Classifications in the Affected Counties require technical correction, because the Affected Classification do not reflect the correct and current names of the classifications for the work performed for the purpose of the Act.

1. The Department has recognized and has ascertained the Prevailing wage rates for the Affected Classifications, based upon the Petitioners' certifications to the Department. The Petitioner basis its certifications upon the collective bargaining agreements entered into between Petitioners and employer associations, and the Department has recognized such collective bargaining agreements to ascertain the prevailing wage for the Affected Classifications under Section 4(a) of the Act. Petitioners' members perform the work in the affected classifications under the previously mentioned collective bargaining agreements, and therefore Petitioners are affected by the prevailing wage rates and classifications established by the Department for the Affected Classifications.

2. DC 1 is a party to a collective bargaining agreement with the Chicago Marble and Granite Dealers Association Mason Contractors Association of Greater Chicago. The Department historically and most recently has recognized this collective bargaining agreement as establishing the prevailing wage rate for the classification that the Department has historically referred to as Marble Mason, when the Department has ascertained the prevailing wage rate in the Affected Counties. The most recent collective bargaining agreement and supplement thereto have changed the classification name Marble Mason to Marble Setter (Exhibit 1) to better reflect the duties of that classification. There has not been any change in the classification other than the

name change. The July 15, 2022 published prevailing wage rates for the Affected Counties still refer to the former classification name Marble Mason rather than the correct classification name of Marble Setter.

3. DC 1 and its affiliated Local 21 are parties to a collective bargaining agreement with the Ceramic Tile Contractors Association of Chicago. The Department historically and most recently has recognized this collective bargaining agreement as establishing the prevailing wage rate for the classification that the Department has historically referred to as Tile Mason, when the Department has ascertained the prevailing wage rate in the Affected Counties. The most recent collective bargaining agreement and wage and benefit extension have changed the classification name for Tile Mason to Ceramic Tile Layer (Exhibit 2) to better reflect the duties of that classification. There has not been any change in the classification other than the name change. The July 15, 2022 published prevailing wage rates for the Affected Counties still refer to the classification name Tile Mason rather than the correct classification name of Ceramic Tile Layer.

4. DC 1 and its affiliated Local 21 are parties to a collective bargaining agreement with the Chicago Terrazzo & Mosaic Contractors Association. The Department historically and most recently has recognized this collective bargaining agreement as establishing the prevailing wage rate for the classification that the Department has historically referred to as Terrazzo Mason, when the Department has ascertained the prevailing wage rate in the Affected Counties. The most recent collective bargaining agreement has changed the classification name for Terrazzo Mason to Terrazzo Mechanic (Exhibit 3) to better reflect the duties of that classification. There has not been any change in the classification other than the name change. The July 15, 2022 published prevailing wage rates for the Affected Counties still refer to the classification name Terrazzo Mason rather than the correct classification name of Terrazzo Mechanic.



5. The Petitioners submit that the Affected Classifications in the Affected Counties should have the classification names corrected and updated consistent with the most recent collective bargaining agreements whose rates the Department has ascertained to be the prevailing wage rates for the Affected Classifications in the Affected Counties. This clarification and updating is necessary to avoid any possible confusion regarding the classifications and the proper prevailing wage rates applicable thereto.

6. Based upon these written objections, Petitioners request that an investigatory hearing be ordered and held in accordance with Sections 4 and Section 9 of the Illinois Prevailing Wage Act, 820 ILCS §130/4, 9 to correct the technical errors in the names of the Affected Classifications.

Respectfully submitted



Ronald M. Willis

Dated August 11, 2022

Ronald M. Willis  
DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH LLP  
8 S. Michigan Avenue, 19<sup>th</sup> Floor  
Chicago, IL 60613  
312-801-8839 (Direct)  
Cell: 773-497-5246 (preferred)  
312-372-6599 (Fax)  
RWillis@laboradvocates.com

#### CERTIFICATE OF SERVICE

I, Ronald M. Willis, an attorney, hereby certify that I caused a copy of WRITTEN OBJECTIONS AND REQUEST FOR SECTION 9 HEARING filed by Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers AFL-CIO and its affiliated Local 21 were be served on August 11, 2022 to the below listed at their respective addresses via Personal Delivery:

Jane Flanagan, Acting Director  
Illinois Department of Labor  
160 N. La Salle Street, Ste. C-1300  
Chicago, IL 60601

Eileen Boyle-Perich  
Acting General Counsel  
Illinois Department of Labor  
160 N. LaSalle Street, Ste. C-1300  
Chicago, IL 60601

  
\_\_\_\_\_  
Ronald M. Willis

Ronald M. Willis  
DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH  
8 S. Michigan Avenue, 19<sup>th</sup> Floor  
Chicago, IL 60613  
312-801-8839 (Direct)  
Cell: 773-497-5246 (preferred)  
312-372-6599 (Fax)  
RWillis@laboradvocates.com

**ARTICLE III  
UNION SECURITY**

**3.1**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the eighth day following the beginning of such employment, become and remain members in good standing of the Union. Employees who do not become members of the Union as provided in this Article, or whose membership is terminated by the Union by reason of the failure of the employee to tender or pay initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be continued in the employ of any Employer under this Agreement.

**ARTICLE IV  
BARGAINING UNIT, RECOGNITION, AND  
CLASSIFICATIONS**

**4.1**

This Agreement shall apply to all work as described in Article V. The bargaining unit shall consist of all employees within the classifications described in Sections 4.2 and 4.3, and only employees in the bargaining unit shall perform the work covered by this Agreement. The Employer and the Associations recognize the Union as the sole and exclusive bargaining representative, pursuant to Section 8(f) of the NLRA, for all employees employed for all work as described in Article V of the Agreement. The Union recognizes the CMGDA as the sole and exclusive collective bargaining representative for its members and for such employers who may hereafter join the CMGDA and assign their bargaining rights to it.

**4.2**

The classification described as "Marble Setter" or "Setter" will consist of employees performing the cutting, setting, and



installation of the products described in Article V, Section 5.1; the work traditionally performed by employees described as "cutters," "mechanics," "setters," "marble masons," "stone masons" and "installers"; such other work as traditionally was performed by members of Marble and Granite Cutters, Setters Masons Union, Local 66, Illinois; and such other work as may be assigned to this classification by agreement of the Union and the Employer.

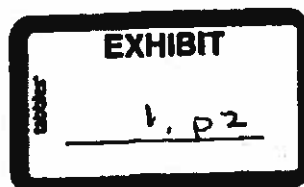
#### 4.3

The classification described as "Marble Finisher" or "Finisher" will consist of employees performing all utility work on the job site, including but not limited to, loading and unloading trucks, distribution of all material (all stone, sand, etc.), stocking of floors with material, all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade to saw for Marble Setters' cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by Marble Setters, mixing up of molding plaster for the installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material, and such other work as may be required in helping a Marble Setter in the handling of all material or in assisting stone masons and bricklayers in the performance of their duties; work traditionally performed by employees described as "finishers," "polishers," and "helpers"; such other work as was traditionally performed by members of Marble Finishers and Polishers Union Local 87 BAC; and such other work as may be assigned to this classification by agreement of the Union and the Employer.

### ARTICLE V WORK JURISDICTION

#### 5.1

This Agreement applies to all work that involves the handling, erection, or installation of marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite, onyx, limestone, soapstone, river stone, lava stone, stone sculpture,



**ARTICLE I  
AREA COVERED BY THIS AGREEMENT**

This Agreement shall cover the geographic area of Cook, Lake, Will, Grundy, DuPage, Kendall, Kane, DeKalb, and McHenry Counties in the State of Illinois, and such additional territory which the Union may be awarded by the International Union of Bricklayers and Allied Craftworkers, AFL-CIO.

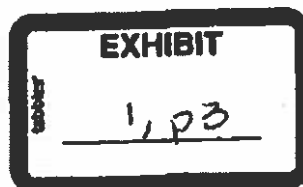
**ARTICLE VII  
WAGE AND FRINGE BENEFIT FUND CONTRIBUTIONS**

Effective Date	Marble Setter	Marble Finisher
June 1, 2020	\$2.25	\$2.00
June 1, 2021	\$2.30	\$2.30
June 1, 2022	\$2.35	\$2.05

**ARTICLE XII  
JURISDICTIONAL DISPUTES**

*This provision will replace the current Article XII, Section 12.1:*

All questions of jurisdiction over work to be performed within Cook County under this Agreement shall be resolved through the procedures of the Chicago Joint Conference Board as provided in the Standard Agreement between the Construction Employers' Association and the Cook County Building and Construction Trades Council. All questions of jurisdiction over work to be performed outside of Cook County under this Agreement shall be resolved by a Joint Arbitration Board as described in Section 13.1 of this Agreement or, if the Joint Arbitration Board does not render a decision, the dispute may be referred to arbitration as described in Sections 13.4 through 13.7 of this Agreement.



ARTICLE XIII  
SETTLEMENT OF DISPUTES

This provision is added as a new Section 13.3 and renumber subsequent Sections of Article XIII accordingly.

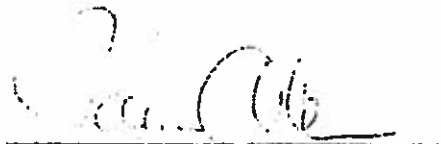
Any of the Benefit Funds identified in Article VIII, or any group of those Benefit Funds, acting through appropriate representatives, may inform an Employer of a dispute over that Employer's compliance with obligations to the Benefit Fund or Funds pursuant to this Agreement and may refer such matter to the JAB for resolution. Any such matter referred to the JAB shall be subject to all provisions of this Article XIII, and in such cases the words "Benefit Fund or Funds" shall replace the word "Union" in what will become Article XIII, Section 13.7. No Benefit Fund or Funds are required to utilize this procedure for resolving such disputes; and each Benefit Fund shall retain all rights it would otherwise have to use other means to resolve disputes with, or pursue claims against, Employers instead of or in addition to the procedures provided here.

IN WITNESS WHEREOF, the Parties have caused this Labor Agreement to be executed effective as of June 1, 2020.

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS  
OF THE INTERNATIONAL UNION OF BRICKLAYERS  
AND ALLIED CRAFTWORKERS, AFL-CIO

CHICAGO MARBLE AND GRANITE DEALERS  
ASSOCIATION, by and through the MASON  
CONTRACTORS ASSOCIATION OF GREATER  
CHICAGO, its collective bargaining  
representative

By:



James Allen

By:



James O'Connor

Date

6-2-20

Date

6/4/20



**ARTICLE II**  
**BARGAINING UNIT - RECOGNITION**  
**UNION SECURITY**

**2.1** The bargaining unit shall consist of all Journeypersons, Ceramic Tile Layers/Tile Finishers, Improvers and Apprentices engaged in work covered by the occupational jurisdiction of the Union as described above.

**2.2** Employer and each individual Employer named in Exhibit "A" by and through his/her collective bargaining agent in response to the Union's claim that it represents an un-coerced majority of each individual Employer's employees, acknowledged and agrees (1) that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees in each individual Employer and; (2) that the Union has demonstrated that it is the majority representative of all the employees employed by each individual Employer in that unit covered by this Agreement. Therefore, the Union is hereby recognized by each individual Employer named in Exhibit "A" as the sole and exclusive collective bargaining representative under section 9(a) of the National Labor Relations Act for the employees now and hereafter employed in the bargaining unit of each individual Employer named in Exhibit "A" with respect to wages, hours of work and other terms and conditions of employment.

**2.3** All employees now included in the bargaining unit represented by the Union and having membership therein must, during the term hereof, as a condition of employment, maintain their membership in the Union. The Local Union shall be notified by the employer of all other employees performing work covered by this Agreement who then shall, as a condition of employment, become members of the Union at the discretion of the union after the seventh day but not later than the eighth day following the beginning of such employment, or the effective date of this Agreement, whichever is later and they shall maintain such membership as a condition of continued employment. The Union shall be notified of such a hiring before the employee begins the seven-day trial period.

**2.4** Employees who do not become members of the Union as required above, or whose membership is terminated by the Union by reason of the failure of the employee to tender or pay initiation fees and periodic dues uniformly required as a





*International Union*  
**Bricklayers AND Allied Craftworkers**



HEADQUARTERS  
660 N INDUSTRIAL DRIVE  
ELMHURST ILLINOIS 60126

PHONE 630-941-2300  
FAX 630-941-2301

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS

PRESIDENT  
MICHAEL D VOLPENTESTA

SECRETARY - TREASURER  
RUBEN COLLAZO JR.

**CERAMIC TILE LAYERS WAGE & BENEFIT RATES  
JUNE 1, 2022 THROUGH MAY 31, 2023**

06-01-22	BASE WAGE	HEALTH & WELFARE	PENSION	PROMO	ANNUITY	DCTC APPR FUND	IPF	IMI	CISCO	TOTAL
CHANGE:	+\$1.69	+\$ .80	+\$ .50	—	—	+.05	—	+\$0.02	—	+\$ 3.06
TOTAL:	\$51.44	\$12.25	\$6.78	\$1.10	\$9.00	\$5.50	\$2.70	\$83	\$1.01	\$83.61

The ANNUITY, IPF, and IMI Funds are calculated on each hour for which employee receives pay. All partial hours reported worked or paid are to be reported as a full hour, per employee.

**EFFECTIVE 06/01/22 DISTRICT COUNCIL DUES CHECK-OFF WILL BE \$2.72 PER HOUR FOR JOURNEY LEVEL. BREAKDOWN: \$1.88 LOCAL DUES & \$.84 IU DUES.**

**EFFECTIVE 06/01/22 DISTRICT COUNCIL DUES CHECK OFF WILL BE \$2.38 PER HOUR FOR APPRENTICES. BREAKDOWN: \$1.65 LOCAL DUES AND \$.73 IU DUES.**

**Foremen Wages:** Foremen receive \$4.00 per hour above the regular Tile Layers Wage. **General Expense:** \$4.00 per day or part thereof. **Out of Town:** Increase effective June 1, 2022 to \$50.00 per day for board. **Parking:** Any parking paid within our entire geographic jurisdiction will be reimbursed up to \$16.00 per day with receipt. **It is understood that General Expense will NOT BE PAID IF parking is paid. Hauling shop tools or materials:** If a Tile Layer hauls Employer-owned equipment in employee's personal vehicle, he/she shall receive \$15.00/day in addition to general expense.

**Note:** Hours "worked" is defined as the actual number of hours worked. Hours "paid" considers overtime hours which is different than hours worked. **E.g.:** 8 hours worked on Saturday is reported as: 8 hours worked but 12 hours paid. Monday through Friday work in excess of 8 hours: the 9<sup>th</sup> & 10<sup>th</sup> hours are paid at time-and-1/2. After the 10<sup>th</sup> hour, pay-rate is double-timing. This provision applies to **continuous hours worked on any one job, and only when the job starts at the regular designated start time, per Article 5.1.**

**Apprentice & Improver wage scale is based on hours worked as follows:**

- 50% OF JOURNEY WORKER'S WAGE SCALE FOR THE 1<sup>ST</sup> 1000 HOURS WORKED = \$25.72
- 60% OF JOURNEY WORKER'S WAGE SCALE FOR THE 2<sup>ND</sup> 1000 HOURS WORKED = \$30.86
- 65% OF JOURNEY WORKER'S WAGE SCALE FOR THE 3<sup>RD</sup> 1000 HOURS WORKED = \$33.44
- 70% OF JOURNEY WORKER'S WAGE SCALE FOR THE 4<sup>TH</sup> 1000 HOURS WORKED = \$36.01
- 75% OF JOURNEY WORKER'S WAGE SCALE FOR THE 5<sup>TH</sup> 1000 HOURS WORKED = \$38.58
- 80% OF JOURNEY WORKER'S WAGE SCALE FOR THE 6<sup>TH</sup> 1000 HOURS WORKED = \$41.15
- 85% OF JOURNEY WORKER'S WAGE SCALE FOR THE 7<sup>TH</sup> 1000 HOURS WORKED = \$43.72
- 90% OF JOURNEY WORKER'S WAGE SCALE FOR THE 8<sup>TH</sup> 1000 HOURS WORKED = \$46.30

**AFTER 8000 Hours Worked:** The Apprentice/Improver is eligible to receive 100% of the Journey Level Wages \$51.44 providing Class Hours have been completed. Tile Finishers who enter the Tile Layer Apprentice Program will be evaluated to determine the wage rate they will start at and the number of classes they will need to complete as an IMPROVER. Wage increases are based on every 1000 hours worked per the schedule above. Improvers do have to work 1000 hours at the 95% rate of \$48.87.

June 1, 2023 Increase: \$3.17      June 1, 2024 Increase: \$3.29      June 1, 2025 Increase \$3.43

**Wages are for the following counties: COOK, DEKALB, DUPAGE, GRUNDY, KANE, KENDAL, LAKE, MCHENRY & WILL.**

BRICKLAYER • CONCRETE SPECIALIST  
PLASTERER • POINTER, CEMENT  
CERAMIC TILE LAYER &

**EXHIBIT**  
2, p2

REFRACTORY  
MASON & FINISHER • MOSAIC WORKER  
REFRACTORY • STONE MASON  
FINISHER & FINISHER • WELDER





HEADQUARTERS  
660 N. INDUSTRIAL DRIVE  
ELMHURST ILLINOIS 60126  
PHONE 630-941-2300  
FAX 630-941-2301

International Union  
*Bricklayers AND Allied Craftworkers*

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS



PRESIDENT  
MICHAEL D. VOLPENTESTA  
SECRETARY - TREASURER  
RUBEN COLLAZO JR

**Agreed To Language By The Administrative District Council 1 and the Ceramic Tile Contractors Association of Chicago May 25, 2022**

- > Agreed to the Duration of Agreement of 4-years effective June 1, 2022 through May 31, 2026.
- > Agreed to Foreman Scale to increase from \$1.00 to \$5.00 effective June 1, 2023.
- > Agreed to Per Diem Rate Change from \$35.00 to \$50.00 per day for board effective June 1, 2022.
- > Agreed to Wages of \$12.95 over the 4-year term effective June 1, 2022 for Tile Layers.
- > Agreed to Wages of \$11.65 over the 4-year term effective June 1, 2022 for Tile Finishers.

**WAGES and FRINGE BENEFITS:**

Wages Tile Layers:

June 1, 2022 – May 31, 2023, \$3.06 increase per hour with allocation to be determined by the Union.  
June 1, 2023 – May 31, 2024, \$3.17 increase per hour with allocation to be determined by the Union.  
June 1, 2024 – May 31, 2025, \$3.29 increase per hour with allocation to be determined by the Union.  
June 1, 2025 – May 31, 2026, \$3.43 increase per hour with allocation to be determined by the Union.

Wages Tile Finishers:

June 1, 2022 – May 31, 2023, \$2.75 increase per hour with allocation to be determined by the Union.  
June 1, 2023 – May 31, 2024, \$2.85 increase per hour with allocation to be determined by the Union.  
June 1, 2024 – May 31, 2025, \$2.96 increase per hour with allocation to be determined by the Union.  
June 1, 2025 – May 31, 2026, \$3.09 increase per hour with allocation to be determined by the Union.

CERAMIC TILE CONTRACTORS ASSOCIATION  
OF CHICAGO:

*[Signature]* 5/27/22  
Mike Roberson, Sr. (Date)  
*[Signature]* 05/31/22  
Nancy Bourbon (Date)  
*[Signature]* 5/27/22  
Mike Malizzo, Sr. (Date)  
*[Signature]* 5/27/22  
Mike Roberson, Jr. (Date)  
*[Signature]* 5/23/2022  
John Malizzo (Date)

ADMINISTRATIVE DISTRICT COUNCIL 1  
CERAMIC TILE UNION NO. 21:

*[Signature]* 5-31-2022  
Michael D. Volpentesta (Date)  
*[Signature]* 5-31-22  
Michael Petritis (Date)  
*[Signature]* 5-31-22  
Jim McHale (Date)  
*[Signature]* 5/31/22  
Bill Murray (Date)  
*[Signature]* 5-31-22  
Dean Gottschalk (Date)  
*[Signature]* 5/31/22  
James Fulton (Date)

**EXHIBIT**  
2, p 3

**2.4**

The bargaining unit shall consist of all apprentices and journeyperson terrazzo mechanics and finishers engaged in work covered by the occupational jurisdiction of the Union.

**2.5**

Employer recognizes the Union Negotiating Committee as the sole and exclusive bargaining representatives of the Employees now and hereafter employed in the Unit for the purposes of collective bargaining for wages and conditions of employment. All work covered by this agreement shall be performed by Employees in this bargaining unit.

**2.6**

The Union recognizes the Chicago Terrazzo and Mosaic Contractors Association as the sole and exclusive bargaining representative of its member Employers for the purposes of collective bargaining for wages and conditions of employment.

**ARTICLE III  
WAGE AND FRINGE BENEFITS  
AND 160 RULE**

**A. TERRAZZO MECHANIC**

**3.1**

For the period June 1, 2020, through May 31, 2021 the Terrazzo Mechanic shall be compensated as follows:

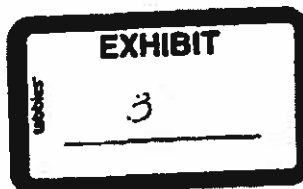
A. The base rate of wages shall be \$47.38 per hour.

B. Employer shall pay into the CHICAGO TILE INSTITUTE WELFARE FUND the sum of \$11.25 per hour or any part of any hour worked based upon hours worked, and

C. Employer shall pay into the CHICAGO TILE INSTITUTE PENSION FUND the sum of \$6.10 per hour or any part of any hour worked based upon hours worked.

D. Employer shall pay into the BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND the sum of \$3.39 per hour or any part of any hour worked based upon hours worked.

E. Employer shall pay into the INTERNATIONAL MASONRY INSTITUTE (I.M.I.) the sum of \$.77 per hour or any part of any hour worked based upon hours worked.



condition of acquiring and retaining membership, shall not be continued in the employ of any Employer under this Agreement.

2.5 Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within that bargaining unit, on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election.

2.6 Employer recognizes the Union Arbitration Board as the sole and exclusive bargaining representative of the employees, now or hereafter employed in the unit for the purposes of collective bargaining for wages and condition of employment. All work covered by the Agreement shall be performed by Employees in this Bargaining Unit.

**ARTICLE III  
WAGES AND FRINGE BENEFITS  
TILE LAYERS**

3.1 Tile Layers for the period June 1, 2018, through May 31, 2019, the total hourly wage of \$73.47 shall be paid as follows: (Fringe Benefit Contributions are payable "per hour worked" or "per hour paid" as hereinafter indicated, and any part of an hour shall be reported and paid as a full hour per employee).

**ADDITION:** \$4.00 per day or part thereof general expense.

**Wages: \$46.49 per Hour**

**Fringe Benefit Contributions Payable**

Chicago Tile Institute Welfare Plan	\$10.75 per Hour Worked
Chicago Tile Institute Pension Plan	\$5.45 per Hour Worked
Chicago Tile Institute Promotion Fund	\$.10 per Hour Worked
Ceramic Tile Layers Apprenticeship Trust	\$.40 per Hour Worked
Bricklayers and Trowel Trades International Pension Fund	\$2.27 per Hour Paid

