

BRICK MASON TENDERS
MARCH 1, FEBRUARY 28
2005 - 2010

AGREEMENT

negotiated by

THE MASON CONTRACTORS
ASSOCIATION
OF ST. LOUIS, MISSOURI

and

LOCAL UNIONS
NOS. 42-53-110-660

affiliated with the

EASTERN MISSOURI LABORERS'
DISTRICT COUNCIL

and the

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

INDEX

Article		Page
1	Recognition - Right To Hire.....	1
2	Equal Employment Opportunity	1
3	Union Security.....	2
4	Sub-Contracting	3
5	Grievance Procedure and Arbitration.....	3
6	Wages - Working Rules.....	3
7	Vacations	5
8	Welfare and Pension	5
9	Industry Promotion Funds.....	7
10	Mason Contractors Association.....	8
11	Jurisdiction.....	8
12	Work Day - Work Week - Overtime.....	9
13	Pay Day - Show Up.....	10
14	Mason Tenders' Steward	10
15	Insurance	12
16	Supplemental Dues.....	12
17	Surety Bond	12
18	Safety Provisions	13
19	Training and Apprentice	13
20	Apprenticeship	13
21	Reduced Rate for Residential Work	16
22	Effective Dates	16
	Territorial Jurisdiction	18

COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this first day of March 2005, by and between the **Mason Contractors Association of St. Louis, Missouri**, acting as negotiating agent for and on behalf of its members, and for any other recognized Mason Contractor with whom the Association may be empowered to represent and bargain for, hereinafter referred to as "Employers" (or where appropriate, referred to individually as "Employer"), who accept and sign this Agreement or an agreement by letter to be bound thereto, and **Local Unions Nos. 42, 53, 110 and 660** affiliated with the Eastern Missouri Laborers' District Council, Laborers' International Union Of North America, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 Recognition - Right to Hire

Section 1. The Employer recognizes the Union as the sole collective bargaining agency of all Mason Tenders and Mason Tender Foremen in its employ with respect to wages, hours, and other conditions of employment who are employed by the Employer on work located in the City and County of St. Louis, St. Charles, Warren, Lincoln and Montgomery Counties, in the State of Missouri.

Section 2. The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person referred by the Union, which referrals shall be made nondiscriminatory, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

Section 3. The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work an employee shall perform. There shall be no restrictions as to the use of machinery, tools, or appliances.

Section 4. The Employer shall not employ any person from outside the Industry if any qualified member of the bargaining unit is available for hire. Failure of any Employer to comply with this Section shall be considered a violation of this Agreement and the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding.

ARTICLE 2 Equal Employment Opportunity

Section 1. The Employers hereby agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age or sex. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated fairly without regard to race, creed, color, national origin, age or sex. Such action shall include but not be limited to: employment, promotion, demotion, transfer, recruitment advertising, layoff, termination, wage rates or other forms of compensation, and selection for training.

Section 2. The Union agrees that it will not discriminate against any applicant for employment or referral because of race, creed, color, national origin, age or sex; and refer them without discrimination because of race, creed, color, national origin, age or sex if their qualifications meet those required by the Employer.

Section 3. The Employer and the Union agree to comply with all provisions of Executive Order No. 10925 and Executive Order No. 11114, the rules, regulations and relevant order of the Committee on Equal Employment Opportunity established by the President of the United States of America.

ARTICLE 3 **Union Security**

Section 1. It is understood and agreed that all Employers shall each month submit to the Union a complete list of their Mason Tender employees so long as the Union requires the same.

Section 2. The Union office provides a valuable and essential service to the Employer and the Industry in maintaining a supply of experienced workmen. In recognition of this service, and in order to maintain efficiency, the Employer shall give first consideration to the Local Union Office having territorial jurisdiction over the actual job site to secure new and additional qualified and experienced workmen. The Employer has the right to rehire any employee who has been on the Employer's payroll during the preceding twelve (12) months.

Section 3. If qualified and experienced workmen are not available from the Local Union Office having territorial jurisdiction over the actual job site, then the Employer shall secure workmen from the remaining local unions signatory to this Agreement.

Section 4. In no event shall the Employer hire any workmen from outside the Industry if any qualified member of the bargaining unit is available for hire.

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later. Continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union. Continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditional upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The foregoing requirement of "Union membership" may be met, irrespective of actual membership in the Union, by paying an amount equivalent to the Union's regular initiation fees and periodic dues.

ARTICLE 4

Sub-Contracting

The Employer agrees to refrain from subletting any work covered by this Agreement to be done at the site of a construction project, except where such Sub-Contractor subscribes and agrees in writing to be bound by this Agreement and complies with all the terms and conditions of this Agreement.

ARTICLE 5 Grievance Procedure and Arbitration

Section 1. All disputes between the Employer and the employee shall first be taken up with the Steward on the job, who shall immediately notify the Union of the dispute.

Section 2. If no satisfactory solution is reached, the matter shall be referred to a Joint Grievance or Arbitration Committee at its next regular meeting or at a special meeting called by either the Chairman or Secretary of the Committee. The procedures set by the Joint Grievance or Arbitration Committee shall govern.

Section 3. A Joint Grievance or Arbitration Committee of eight (8) members shall be established; four (4) members shall be from the Union and four (4) members shall be from the Mason Contractors Association. The Union and the Mason Contractors Association shall be entitled to appoint two (2) alternates each and such alternates shall be entitled to participate in Committee action in the absence of a regular member. The Committee shall meet periodically as may be required, and shall be subject to call to a special meeting on seventy-two (72) hours written notice by either party. Any matters before this Committee shall be decided by a majority vote of the members of said Committee. The Committee shall adopt its own rules and procedures.

Section 4. The MCA/Laborers' Joint Arbitration Board reserves the right to change the grievance and arbitration procedures set forth in this Article at any time during the life of this Agreement whenever there is a change in existing federal, state or local law or regulation, a change in interpretation by a court of proper jurisdiction, or when it may be in the mutual interest of both parties to do so.

ARTICLE 6 Wages - Working Rules

Section 1. The straight time hourly wage rate and other payments to be made pursuant to this Agreement effective March 2, 2005 shall be as follows:

	<u>Locals 42, 53 & 110</u>	<u>Local 660</u>
Hourly Wage Rate (Taxable Wage)	\$25.87	\$26.47
Employer Contributions:		
Pension	\$3.75	\$3.00
Welfare	\$4.10	\$4.30
Training and Apprentice	\$.48	\$.48
Industry Promotion	\$.26	\$.26
Employers Association	\$.13	\$.13
	<u>Locals 42, 53 & 110</u>	<u>Local 660</u>
Payroll Withholdings		

(paid with stamp in lieu of cash):

Supplemental Union Dues	\$.78	\$.79
Vacation	\$1.00	\$1.00

Section 2. There shall be per hour wage increases in the following amounts on the dates indicated.

<u>Effective Date</u>	<u>Wage Increase</u>
March 1, 2006	\$1.15
March 7, 2007	\$1.15
March 5, 2008	\$1.15
March 4, 2009	\$1.10

The Union shall have the alternative of converting any of the above wage increases from straight wages to cents per hour contributions to welfare, pension, training, LECET, supplemental dues, or vacation. If the Union desires to convert any of the wage increases to fringe benefits, it will give written notice to the Employers not less than 60 days prior to the effective date of the wage increase.

Section 3. A Mason Tender Foreman shall be required on any job having six (6) or more Mason Tenders, and shall be under the supervision of the Mason Foreman. The Mason Tender Foreman shall be paid twenty-five cents (\$.25) per hour above the applicable basic rate paid to the Mason Tenders.

Section 4. Premium pay for Mason Tenders working at the top level of radial standing brick stacks (above the basic hourly scale) shall be as follows:

1 to 25 feet	\$0.25 per hour
26 to 50 feet	\$0.50 per hour
51 to 75 feet	\$0.75 per hour
76 to 100 feet	\$1.00 per hour
101 to 150 feet	\$1.25 per hour
151 to 200 feet	\$1.50 per hour
201 to 250 feet	\$1.75 per hour
251 feet or higher	\$2.00 per hour

It is agreed that if Bricklayers employed by the Employer on a particular stack job receive premium pay at rates higher than those specified above, then all Mason Tenders employed by the Employer on that same stack job shall receive the same higher premium pay paid the Bricklayer.

Section 5. All employees entitled to vote will be governed by the laws of the State of Missouri pertaining to such voting rights.

Section 6. The Employer shall furnish an adequate suitable place, properly heated when necessary, in which workmen may change clothes and eat lunch, if to furnish such facility is practical with regard to the nature and type of the job or project concerned.

Section 7. The Employer shall provide or arrange for access to suitable toilet facilities on all jobs.

Section 8. The Employer shall furnish clean fresh drinking water and ice daily on all jobs during the summer months and when conditions warrant same, and shall furnish sanitary paper drinking cups and water, as the first order of business after starting time. A Mason Tender shall fill containers with ice and water on the job site and shall distribute such drinking water to various locations as needed on the project.

ARTICLE 7 **Vacations**

Section 1. There is included in the Mason Tenders' wage rate per hour a vacation amount which is to be paid to the employee with fringe benefit stamps, in lieu of cash. This vacation amount is part of wages and shall be so considered in computation of withholding taxes, insurance, etc. The amount of wage rate segregated for vacation purposes shall be one dollar (\$1.00) for each actual hour worked.

Section 2. An employee may, upon three weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed without jeopardizing future employment on the job, provided, however, that the work on the job is in progress on his return and that no more than one (1) employee on each job shall be on vacation leave at any one time, without agreement to that effect with the Employer.

ARTICLE 8 **Welfare and Pension**

Section 1. Effective March 2, 2005, in addition to the hourly wage rate, the Employer shall contribute the following amounts to Welfare and Pension funds:

	<u>Welfare Trust Fund</u>	<u>Pension Trust Fund</u>
Locals Nos. 42, 53 and 110	\$4.10	\$3.75
Local No. 660	\$4.30	\$3.00

Section 2. Employers hiring Mason Tenders represented by Locals Nos. 42, 53 and 110 shall pay their Welfare and Pension contributions by the purchase of stamps as provided in Article 8, Section 8. The amounts received on account of such contributions shall be paid in turn by the bank to the St. Louis Construction Laborers' Welfare and Pension Funds Office at 2357 59th St., St. Louis, Missouri, 63110, (314-644-2777).

Section 3. Employers hiring Mason Tenders represented by Local No. 660 shall pay their Welfare and Pension contributions by the purchase of stamps as provided in Article 8, Section 8. The amounts received on account of such contributions shall be paid in turn by the bank to the Laborers' Fringe Benefit Joint Funds at 116 Commerce Drive, Jefferson City, Missouri, 65109, (573-893-2446).

Section 4. The procedures set forth in Sections 2 and 3 above apply regardless of the territorial jurisdiction in which the Mason Tender is working.

Section 5. Reports, audits and delinquent fringe benefit and employer contribution payments:

a. Reports: Each Employer signatory to this Agreement shall make a monthly report of the total number of hours worked by mason tender employees. Each report will cover hours worked ending with the last payroll period in that month. Reports shall be on forms furnished jointly by the trusts and organizations receiving Employer fringe benefit and contribution payments. All reports shall be signed by the Employer or the Employer's designated representative.

b. Employers subject to this Agreement who have not employed mason tenders during the month being reported must make a monthly report marked "no mason tenders".

c. Reports must be received by the pension and welfare offices and the Supplemental Dues fund offices specified on the report forms, and by the Mason Contractors Association, not later than the 15th day of the month following the month covered in the report. If the report is received after the 15th day of the month following the month covered in the report, it will be declared delinquent and the Employer agrees to pay as liquidated damages a sum equal to twenty percent (20%) of the Employer fringe benefit and contribution payment due for the number of mason tender hours worked during the month for which the report is delinquent.

d. Audits: The Employer agrees that any of the trust organizations or agencies receiving a portion of the Employer's fringe benefit or contribution payments, either singularly or as a group, have the right to verify the accuracy of the Employer's monthly reports and reconcile the number of mason tender hours worked in any given month with the number of stamps purchased. This verification may be accomplished by the individual trust or agency, or group thereof, having their respective employees, agents, representative or accountants audit and examine, during the Employer's regular business hours, the Employer's weekly payroll journal, individual mason tender's earnings records, copies of federal payroll tax records for mason tenders, and other mason tender pay records as may be necessary to allow such examiner to determine whether the Employer is making full and complete monthly reports of hours worked and has purchased the necessary number of stamps as required by this Agreement. If such examination shows that the Employer has not made a full reporting of the number of hours worked in a given month, or if the Employer has not purchased stamps equal to the number of hours worked, the cost of the examination shall be paid by the Employer. The Employer will not be required to pay the cost of the examination if an error in the reported number of hours worked or stamps purchased is the result of inadvertent or immaterial error, or clerical mistake.

e. The Employer agrees that if an examination or audit of the Employer's payroll records proves the number of stamps purchased was less than the actual number of mason tender hours worked, the Employer will pay as liquidated damages, in addition to the amount of fringe benefits and Employer contributions due, an amount equal to twenty percent (20%) of the fringe benefits and Employer contributions due but not paid

f. In addition to all other remedies available to the trusts and agencies receiving a portion of the Employer's fringe benefit and contribution payments, suit may be brought by the trusts and/or agencies, either singularly or as a group, to recover unpaid contributions and liquidated damages due and owing, or to enforce the audit provisions of this section. In the event of such suit, the Employer agrees to pay, in addition to the amount found due and owing, interest at the maximum annual rate allowed by the State of Missouri computed from the due date of unpaid fringe benefits and Employer contributions. The Employer also agrees to pay a reasonable attorney's fee to the attorney or attorneys filing such suit in an amount fixed by the court.

g. When an Employer's monthly reports are found to be delinquent, or when the number of stamps purchased by the Employer is less than the number of mason tender hours worked, the Union has the right to direct its members employed by the Employer to cease all work for the Employer until such reports are made and all fringe benefits and Employer contributions, along with liquidated damages, are paid. If the Union elects to direct its members to cease work for an Employer, it must provide the Employer and the Mason Contractors Association written notice not less than seventy-two (72) hours prior to the cessation of work.

Section 6. Employees shall not be permitted to work for an Employer who is delinquent in payment of Wages, Vacation Stamps, Welfare, Pension, Training or LECET contributions.

Section 7. The Employer further agrees to accept and be bound by the Agreements and Declarations of Trusts creating the Greater St. Louis Construction Laborers' Welfare Trust Fund and the Construction Industry Laborers' Welfare Fund of Missouri, as well as by the Trust Indentures creating the Construction Laborers' Pension Trust of Greater St. Louis, the Construction Industry Laborers' Pension Trust of Missouri, the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund, the Mason Tenders of Greater St. Louis Vacation Fund and the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation And Education Trust, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust instruments.

Section 8. Fringe Benefit Stamp Plan: Payment of Vacation and Supplemental Dues deductions, as well as Pension, Welfare, Training and Fund contributions shall be made through purchase and distribution of "single stamps". Stamps shall be purchased from Commerce Bank of St. Louis, N.A., or such other Federally insured bank or banks as the trusts and organizations involved may determine. The cost of each one-hour stamp shall be the total of the per hour contributions and deductions for the particular trust and organizations involved. Each employee shall receive, with his or her pay, one (1) stamp for each actual hour, or quarterly fraction thereof, worked during the pay period. Stamps will be made available in 1/4, 1 and 8 hour units. No other charge shall be made for the stamps. The cost of the Fringe Benefit Stamp, including bank charges, printing, and other costs, will be borne by the trusts and organizations involved on an equitable shared basis.

ARTICLE 9 **Industry Promotion Funds**

Section 1. For the purpose of promoting the use of Masonry Products, the Employer accepts and agrees to contribute to the Masonry Institute of Missouri a sum equal to one percent (1%) of the hourly wage rate of the Mason Tender, rounded to the nearest penny, for employee of the Employer within the bargaining unit for the year 2005 and one and one-tenth (1.1%) for the year 2006 and beyond. This shall take effect during the first pay period in March of each year. Such amount shall be paid as part of the fringe benefit package and payable to Commerce Bank of St. Louis, N.A., as Agent. Said amount so paid shall be transmitted to the Masonry Institute of Missouri no later than the fifteenth (15th) day of the month following the calendar month in which the work was performed. Delinquent contributions shall be subject to such penalties as the Masonry Institute of Missouri may prescribe from time to time. In no event shall this provision be subject to or suitable for grievance and arbitration under this Agreement.

Section 2. The Masonry Institute of Missouri is incorporated herein by reference and made a part of this Agreement as if fully set out.

ARTICLE 10 **Mason Contractors Association**

Section 1. Each Employer who is signatory to this Agreement shall pay to the Mason Contractors Association of St. Louis a sum equal to one-half of one percent (.5%) of the hourly wage rate of the Mason Tender, rounded to the nearest penny for each employee of the Employer within the bargaining unit for the year 2005 and one-sixth of one percent (0.6%) for the year 2006 and beyond. This shall take effect during the first pay period in March of each year. Such amount will be paid as part of the fringe benefit package and payable to Commerce Bank of St. Louis, N.A., Agent. Said amount so paid shall be transmitted to the Mason Contractors Association no later than the fifteenth (15th) day of the month following the calendar month in which the work was performed. Delinquent contributions shall be subject to such penalties as the Mason Contractors Association of St. Louis may prescribe from time to time. In no event shall the provisions of this Article be subject to or suitable for grievance and arbitration under this Agreement.

Section 2. The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Mason Contractors Association of St. Louis.

Section 3. The Mason Contractors Association of St. Louis, as a party of this Agreement, agrees to hold harmless the Union from any and all claims made against it arising out of the establishing and existence of the Association.

ARTICLE 11 **Jurisdiction**

Section 1. Mason Tenders shall be used on all work that comes under the jurisdiction of the Laborers' International Union of North America, AFL-CIO, in connection with brickwork, setting of precast/prefabricated brick panels or cut stone by Masons, tile work, fireproofing, cork work and masonry paving.

Section 2. Mason Tenders shall build and take down all scaffolding whether upright, pole, lookouts, or trestle scaffolds on which Masons or Mason Tenders work.

Section 3. Mason Tenders shall be used exclusively in the distribution of all lintels and reinforcing steel used by the Mason.

Section 4. Mason Tenders shall operate all power equipment and machinery, including fork-lifts, mortar buggies, conveyors, mixers, pumps, brick buggies, front end steer loaders, and related equipment for the purpose of furnishing materials and equipment or otherwise servicing exclusively the Mason.

Section 5. Unloading of material on the job site inside of the building may be unloaded by the driver in one spot only unless a Mason Tender assists in unloading on scaffolding or in distributing the material.

Section 6. Employers shall not use Mason, Mason Foremen, or Apprentices on any work coming under the jurisdiction of the Laborers' International Union of North America, AFL-CIO.

ARTICLE 12

Work Day - Work Week - Overtime

Section 1. Eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week.

Section 2. Mason Tenders shall be allowed fifteen (15) minutes starting time each day at the one and one-half time rate of pay, unless prevented from completing a full eight (8) hour shift due to inclement weather only.

Section 3. In case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7 1/2) hours worked.

Section 4. Twice the regular hourly rate of pay shall be paid for all work performed on Sunday or any of the following Holidays or days observed as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. However, as specified in Section 1 of this Article, all work performed by mason tenders on Saturday when bricklayers are not also working on the same job site, shall be paid at one and one-half (1 1/2) times the regular straight time hourly wage rate.

Section 5. The Employer shall be required to notify the office of the Eastern Missouri Laborers' District Council when work is to be performed on Saturdays, Sundays or Holidays.

Section 6. The Parties hereby agree that when bricklayers work on Saturdays at the regular straight time hourly wage as a make-up day when a day during the regular work week has been missed due to inclement weather, mason tenders will also work on Saturday as a make-up day at the regular straight time rate. It is further agreed that if a crew is prevented from working 40 hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. If members of that crew decline to work a make-up day, then the Employer may bring in members of other crews who are also entitled to a make-up day to work the make-up day. If an employee declines to work Saturday as a make-up day, he shall not be penalized. If Saturday is worked as a make-up day, said work shall proceed for a full shift unless prevented by inclement weather.

ARTICLE 13 **Pay Day - Show Up**

Section 1. The Employer shall pay on the job when employees are working on the job at the time herein specified, every Friday at or before 4:30 p.m. (3:30 p.m. in event of early starting) in currency or by payroll check, for the week ending at 5:30 p.m. the Tuesday night prior to pay day. The Employer shall have at least two (2) full work days after the ending of the work week for the purpose of preparing the payroll, including when the job contracting authorities provide that the week shall end on a day other than Tuesday.

Section 2. Waiting time shall be paid to all employees who do not receive their wages within thirty (30) minutes after quitting time, if said delay is occasioned by the fault of the Employer, at straight time rates. All employees demanding waiting time must remain on the job during this time. When Mason Tenders are laid off or discharged, they shall, upon their request, be paid immediately. Mason Tenders leaving the job of their own volition shall receive their pay, the next regular payday.

Section 3. An employee shall receive no less than four (4) hours' pay at straight time or two (2) hours at overtime rate for any day (at the prevailing rate for such day):

- a. When employed on a job and upon reporting for work the following morning employee is notified there is no work to be done; or,
- b. When ordered out and upon reporting on the job, or work, at the time ordered, and not put to work; or,
- c. When employee starts the day and is stopped or laid off before working at least four (4) hours, unless prevented from working or stopped from working on account of bad weather.

Section 4. An employee shall not suffer any loss of time spent receiving medical attention resulting from a job-site accident or, if the attending physician will not permit his return to work for the remainder of the shift; and for subsequent time spent receiving further medical treatment provided the doctor requires a return visit during working hours. Employee will request a written memorandum from the doctor verifying time of treatment if required by the Employer.

ARTICLE 14 **Mason Tenders' Steward**

Section 1.

- a. A Steward shall be selected by the Business Representative of the Union from employees regularly employed by the Employer, unless the Employer fails to call and report the job name and location to the Local Union Office having territorial jurisdiction over the job within twenty-four (24) hours of starting the job, in which case the Union shall have the right to immediately place a Steward from the Union Hall on the job.
- b. The Steward shall be an experienced Mason Tender who has worked within this bargaining unit for a minimum period of one year.

- c. Employees shall not be discharged because they are acting as or performing the duties of a Steward, but may be discharged for cause. Such cause shall be discussed with the Business Representative of the Union before discharging the Steward.
- d. The Employer may transfer Stewards provided he obtains authorization from the Representative of such Local Union having territorial jurisdiction of the job.
- e. Before starting work on any job, and in no event longer than twenty-four (24) hours (within the regular work week) of starting work on any job, the Employer shall call and report the job name and location to the Local Union Office having territorial jurisdiction over the job. Also, prior to the beginning of the job, the Employer will send a post card to the Local Union Office having territorial jurisdiction over the job to inform the Union of the job.
- f. Failure of any Employer to employ a Steward as provided in (a) above, or failure of any Employer to call and report the job as provided in (e) above shall be considered a violation of this Agreement and the Union shall have the right to strike to enforce compliance, any contrary provision in this Agreement notwithstanding.

Section 2. The Steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as Steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

Section 3. If overtime work is required, the Steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees in the event of reduction of the work force, that the employee appointed as Steward remain on the job as long as there is work of his craft which he is capable of performing.

Section 4. All employees under this Agreement shall be required to register with the job Steward.

Section 5. Mason Tenders shall not lose time traveling from job to job during regular working hours.

Section 6. The Business Representative shall be allowed on all jobs and in all places where Laborers' International Union of North America, AFL-CIO members are employed.

Section 7. Should any employee become sick on a job or become involved in an accident while at work, the Steward may accompany him to immediate medical attention or to the employee's home or hospital and the Employer shall pay the Steward for his loss of time. If such loss of time extends beyond the Steward's regular workday, the Steward shall be reimbursed for such loss of time at contractual overtime rate, but not to exceed one (1) hour.

Section 8. It shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross or work behind a picket line recognized by this Union which has been authorized and established by any other Union or Labor Organization. The Employer hereby agrees that it will not penalize, discipline, or otherwise discriminate against any employee covered by this Agreement electing to exercise such prerogative.

ARTICLE 15

Insurance

The Employer shall provide "Workers' Compensation Insurance" against injury and "Unemployment Compensation" protection for all employees from the date of their employment, even though not required to do so by Missouri State Law. A copy of the Certificate of Insurance is to be filed with the Eastern Missouri Laborers' District Council upon request.

ARTICLE 16

Supplemental Dues

Section 1. The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to three percent (3%) of the applicable basic hourly wage rate per each hour worked. It is agreed that an actual cents per hour amount for supplemental dues shall be calculated by the Union using wages in effect and the Employer will be notified of this cents per hour amount as it changes. Effective March 2, 2005, this cents per hour amount shall be seventy-eight cents (\$.78) for Locals Nos. 42, 53 and 110, and seventy-nine cents (\$.79) for Local No. 660.

Section 2. Reporting of supplemental dues so deducted will be made on forms furnished by the Union and will be due by the fifteenth (15th) of each month. Copies of properly signed authorization cards shall be furnished the Employer by Union upon request.

a. Reporting and payment of supplemental dues deducted from the employee when working in St. Louis City/County shall be reported and paid to Locals Nos. 42, 53 and 110.

b. Reporting and payment of Supplemental Dues deducted from the employee when working in St. Charles, Warren, Lincoln or Montgomery Counties shall be reported and paid to Local No. 660.

ARTICLE 17

Surety Bond

Section 1. Each Employer shall secure and maintain a surety bond in the minimum amounts listed below to guarantee payment of all wages, fringes and contributions established herein.

Minimum Surety Bond Amount

Employer member of the Mason Contractors Association	\$10,000.00
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Employer not member of Mason Contractors Association	\$20,000.00
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Section 2. Each Employer shall furnish to the Eastern Missouri Laborers' District Council evidence of the procurement and maintenance of bond in the minimum amounts listed above upon request by the Union. Should the Employer at any time be unable to fulfill this obligation, he shall be required, upon written notice by the Union, to pay all wages due in cash.

ARTICLE 18 **Safety Provisions**

Section 1. The Employer, in recognition of the fact that an effective accident prevention program is essential to the safety and welfare of the employees and to the effective prosecution of the work, agrees to make use of accident prevention information and other safety materials provided by the Mason Contractors Association to its members and the Joint Safety Committees between Labor and Management.

Section 2. Employees shall adhere to job safety requirements and use of required safety equipment. The employee shall be subject to disciplinary action for refusal to comply with these provisions.

ARTICLE 19 **Training and Apprentice**

Section 1. Effective March 2, 2005, in addition to the hourly wage rate, and pension and welfare contributions, the employer shall contribute forty-eight cents (\$.48) to training and apprentice.

Section 2. Employers shall pay their training and apprentice contributions by the purchase of stamps as provided in Article 8, Section 8. The amounts received on account of such contributions shall be paid in turn by the bank to the AGC-Eastern Missouri Laborers' Joint Training Fund at 35 Opportunity Lane, High Hill, Missouri, 63350, (636-585-2391).

Article 20 **Apprenticeship**

Apprenticeship: Notwithstanding provisions pertaining to the hiring of employees contained elsewhere in this Agreement, it is agreed that, except for persons who were employed at any time before March 1, 2005 as a journey level laborer on work within the area limits of this Agreement, an Employer may not continue to employ an employee hired after that date unless the employee has, within eight (8) days after commencing such employment, registered for whichever of the following training requirements is applicable, and thereafter pursues such training to completion.

- If the employee has less than 4,000 hours of documented previous construction experience, the employee must register, with a letter of intent to hire from the Employer, to enter the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri. If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's documented working experience and demonstrated job skills, as determined solely by the Joint Apprenticeship Committee.

- If the employee has 4,000 or more hours of documented previous construction experience, the employee must register with a letter of intent to hire from the Employer, and enroll and complete the OSHA Safety & Health and Industry Orientation classes, by the Laborers-AGC Training Center (High Hill, MO), or other location approved by the Joint Apprenticeship Committee.

An employee who has once completed the applicable training requirement shall not be required to repeat such training on account of later employment by a different Employer.

For purposes of this agreement, the term journey level laborer shall mean the same as general laborer.

The parties to this agreement hereby incorporate into this Agreement the Apprenticeship Standards for the Apprenticeable Occupation of Construction Craft Laborer (D.O.T. #869.463-580), as registered and approved on October 23, 1995 by the Bureau Of Apprenticeship and Training of the U.S. Department of Labor for the Eastern portion of the State of Missouri, including the St. Louis metropolitan area, under Registration Number MO-002-95002, including any amendments or modifications heretofore made, or which may be made, during the life of this agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

The Joint Apprenticeship Training Committee (hereinafter referred to as "committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned standards. The apprenticeship program shall be administered by the Joint Apprenticeship Training Committee. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

The apprenticeship program shall be a "letter of intent" type of program which shall allow for persons to enter the apprenticeship program provided they have an employer willing to employ them for the term of apprenticeship under the terms of the standards. Apprentices enrolled pursuant to these standards shall be indentured to the committee.

The term of apprenticeship shall be for two years (4,000 hours) of diversified work and on-the-job training, excluding time spent in off-the-job related instruction and training.

Apprentices must complete a minimum of 288 hours of off-the-job related instruction and training in an individual educational program (hereinafter referred to as "IEP") as determined by the Committee, in order to successfully complete the apprenticeship program. Apprentices must attend all off-the-job related instruction and training as assigned and scheduled. Apprentices not attending classes to which they are assigned and scheduled shall be cancelled from the apprenticeship program. Any persons so cancelled shall not be eligible for employment in the apprenticeship classification by any employer signatory to a collective bargaining agreement providing for such classification and negotiated by the Eastern Missouri Laborers' District Council or any of its affiliated Local Unions.

Apprentices shall not be entitled to payment of wages, nor shall the employer be responsible for payment of fringe benefit contributions, for time spent in off-the-job related instruction or training - and no such time spent by an apprentice shall be considered in the hours of work for pay purposes.

Apprentices must complete assigned and scheduled off-the-job related instruction and training within prescribed working hours as follows:

Period 1	1 – 499 hours of work	50% of journey level hourly rate
Period 2	500 – 1,499 hours of work	60% of journey level hourly rate
Period 3	1,500 – 2,499 hours of work and completion of 144 total hours of off-the-job related IEP instruction	70% of journey level hourly rate
Period 4	2,500 – 3,499 hours of work and completion of 216 total hours of off-the-job related IEP instruction	80% of journey level hourly rate
Period 5	3,500 – 3,999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	90% of journey level hourly rate
Journey Level	4,000 hours of work and completion of all off-the-job related IEP instruction	100% of journey level hourly rate

Employers shall make full payment of all fringe benefit contributions provided for in this agreement for each hour worked by apprentices in their employ.

Applications for apprenticeship will be accepted Tuesdays, Wednesdays or Thursdays between the hours of 9:00 a.m. and 3:00 p.m. at the Apprenticeship office of the Laborers-AGC Training Center (High Hill, MO). Receiving of applications shall be stopped by the committee whenever it determines that sufficient apprentices are enrolled in the program to meet anticipated worker requirements, or it finds that excessive numbers of apprentices already in the program are unemployed. The committee will resume receiving applications when, in the opinion of the committee, the condition or conditions warranting the cessation of receiving applications no longer exists.

Employers shall be allowed: one (1) apprentice when employing two (2) or more journey level mason tenders; two (2) apprentices when employing ten (10) or more journey level mason tenders; three (3) apprentices when employing fifteen (15) or more journey level mason tenders; four (4) apprentices when employing twenty (20) or more journey level mason tenders. Employers employing more than twenty-five (25) journey level laborers shall be entitled to employ one (1) additional apprentice for each additional five (5) journey level laborers employed.

In the event a specific project warrants additional manpower requirements above the ability of the Local Union to provide workmen, the above apprentice to journey level worker ratios may be waived by the Eastern Missouri Laborers' District Council.

In the event of temporary reduction of workforce, the employer shall reduce the number of apprentices in accordance with the above and promptly notify the committee of the name of the apprentice. Apprentices so temporarily laid off will have their names placed in a pool and will be available for employment by employers desiring to employ apprentices during times that the committee is not accepting new applications for apprentices.

Apprentices shall work at all times under the supervision of a competent and qualified journey level mason tender employed by the same Employer.

Apprentices shall be subject to the same working conditions as the Employer's journey level mason tenders. However, it is expressly agreed and understood that employers shall assign apprentices to different job tasks so as to allow them to become adept at a variety of operations and work skills.

No person who has previously been employed as a journey level mason tender shall be eligible for employment as an apprentice.

Should any provision of this article be contrary to or in violation of any applicable existing law or statute hereafter promulgated, then in that event such provision shall be void and of no force and effect, but all other provisions of this article shall continue in full force and effect.

Any contractor involved in litigation or pre-litigation with any Laborers' Benefit Fund will be ineligible for any additional apprentices.

It is hereby agreed and understood that any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Level Mason Tender under this Agreement. Further, the failure of any Apprentice to maintain his or her Apprenticeship status shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

ARTICLE 21 **Reduced Rate for Residential Work**

The parties hereby agree that at such time as Bricklayers' Local Union #1 of Missouri agrees to and accepts a reduced wage and/or compensation rate for employment of its members in residential construction, this Agreement will be immediately revised so that Employer will pay mason tenders working on residential construction a similar reduced wage and/or compensation rate.

ARTICLE 22 **Effective Dates**

This Agreement shall be and remain in full force and effect through the 28th day of February 2010. The Agreement shall renew from year to year thereafter unless either party serves written notice to the other of a desire to terminate or modify the Agreement not less than sixty (60) days or more than ninety (90) days prior to the expiration date or any extended expiration date. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matter at issue.

IN WITNESS WHEREOF, the parties have hereunto affixed their hand this first day of March, 2005.

NEGOTIATING AGENTS

MASON CONTRACTORS
ASSOCIATION OF ST. LOUIS

By _____
President

LABORERS' INTERNATIONAL UNION
OF
NORTH AMERICA, AFL-CIO
EASTERN MISSOURI LABORERS'
DISTRICT COUNCIL
AND FOR LABORERS' LOCALS
42, 53, 110 AND 660

By _____
Business Manager
Eastern Missouri Laborers' District Council

**TERRITORIAL JURISDICTION
OF LOCAL 42**

The jurisdiction of Local 42 shall be all of that on the north side of Arsenal Street and the north side of Manchester to the south side of Franklin Street and the south side of Dr. Martin Luther King Drive including the south side of the street. St. Charles Rock Road from the Mississippi River on the east to the Missouri River on the west.

**TERRITORIAL JURISDICTION
OF LOCAL 53**

The jurisdiction of Local 53 shall be all of the north side of Franklin Avenue, the north side of Dr. Martin Luther King Drive, the north side of St. Charles Rock Road to the Missouri River on the west and north and the Mississippi River on the east side.

**TERRITORIAL JURISDICTION
OF LOCAL 110**

The jurisdiction of Local 110 shall be from the Mississippi River going west on Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line. Everything south of the above named streets, including the south side of Arsenal and the south side of Manchester and all of Ellendale south of Arsenal and Manchester. Bound on the south by the Meramec River west to the County Line.

**TERRITORIAL JURISDICTION
OF LOCAL 660**

The jurisdiction of St. Charles Local 660 shall be the counties of St. Charles, Lincoln, Warren and Montgomery in the State of Missouri.

**FOR USE BY CONTRACTORS
NOT MEMBERS OF THE
MASON CONTRACTORS ASSOCIATION
OF ST. LOUIS**

The undersigned hereby agrees with the Union to accept and be bound by all of the foregoing Agreement, and also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days or more than ninety (90) days prior to any termination date. **TO BE SIGNED BY OWNER OR CORPORATE OFFICER.**

Company _____
(Print)

By _____
(Signature) _____ (Title)

Address _____
(Print)

_____ (City) _____ (State) _____ (Zip Code)

Telephone _____
(Area Code)

Dated _____

Business Agent _____

Local Union No. _____