

BRICK MASON TENDERS

MARCH 1, FEBRUARY 28

2019 - 2026

AGREEMENT

negotiated by

**THE MASON CONTRACTORS
ASSOCIATION
OF ST. LOUIS, MISSOURI**

and

**LOCAL UNIONS
NOS. 42-110-660**

affiliated with the

**MISSOURI AND KANSAS LABORERS'
DISTRICT COUNCIL**

and the

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA**

I N D E X

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	11
15	Insurance	12
16	Supplemental Dues	13
17	Surety Bond	13
18	Safety Provisions/Drug and Alcohol Testing	13
19	Training and Apprentice.....	15
20	Apprenticeship	15
21	Reduced Rate for Residential Work.....	18
22	Strikes/Picket Lines	18
23	Laborers' Political League.....	18
24	Limitation of Agreement	19
25	Effective Dates.....	19
	Territorial Jurisdiction.....	21

COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this first day of March 2019, 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, 110 and 660** affiliated with the Missouri and Kansas Laborers' District Council, Laborers' International Union of North America, 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. Based upon the Union's demand for recognition as the majority representative of the Employer's employees under Section 9(a) of the National Labor Relations Act and its contemporaneous offer to show proof of its majority status in the form of signed authorization cards in sufficient numbers to show that the Union is authorized to represent a majority of the Employer's employees in an appropriate unit described above in Article I, Section 1 of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining unit representative for the bargaining unit within the meaning of Section 9(a) of the National Labor Relations Act.

Section 3. 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 4. 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 5. 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 were 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 6, 2019 shall be as follows:

	<u>Locals 42 & 110</u>	<u>Local 660</u>
Hourly Wage Rate (Taxable Wage)	\$32.81	\$34.41
Employer Contributions:		
Pension	\$6.75	6.25
Welfare	\$8.10	\$7.05
Training and Apprentice	\$.82	\$.82

Industry Promotion	\$.36	\$.38
Employers Association	\$.23	\$.24

	<u>Locals 42& 110</u>	<u>Local 660</u>
Payroll Withholdings (paid on-line in lieu of cash):		
Supplemental Union Dues	\$1.15	\$1.20
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 4, 2020	\$1.25
March 3, 2021	\$1.20
March 2, 2022	\$1.20
March 1, 2023	\$1.20
March 6, 2024	\$1.20
March 5, 2025	\$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 in accordance with the St. Louis Laborers' Vacation Fund Plan. 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 6, 2019, 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 and 110	\$8.10	\$6.75
Local No. 660	\$7.05	\$6.25

Section 2. Employers hiring Mason Tenders represented by Locals Nos. 42 110 and 660 shall pay their Welfare and Pension contributions On-line to the St. Louis Construction Laborers' Welfare and Pension Funds.

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

Section 4. 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-line (currently ISSI

system). All reports shall be authorized 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 fund office 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 contribution hours 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 contribution hours 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 contribution hours 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 contribution hours 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 contribution hours 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 contribution hours 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 5. 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 6. 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 St. Louis Laborers 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. Electronic / On-line purchase: Effective with the payroll period beginning on October 7, 2020, the payments described in this Agreement shall be made electronically through the system operated by the St. Louis Laborers' Benefit Funds and will thereafter be distributed to the appropriate recipient in accordance with the provisions of this Agreement.

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 and one-tenth percent (1.1%) of the hourly wage rate of the Mason Tender, rounded to the nearest penny, for each employee of the Employer within the bargaining unit. 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 *(.7%) for 2019; (.8%) for 2020; (.9%) for 2021; and (1%) for 2022 and thereafter* of the hourly wage rate of the Mason Tender, rounded to the nearest penny for each employee of the Employer within the bargaining unit. 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, 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.

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 Missouri and Kansas 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.

Section 7. Ability To Work Four 10-Hour Days on Commercial Projects: The following applies to commercial work only and would be site specific only. It would not apply if bricklayers were working on the same site and being paid an overtime rate before 10 hours had been worked. The Employer may establish a four (4) ten (10)-hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. Forty hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. The Union will be advised of the starting time.

When an Employer works a project on a four (4) ten (10)-hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

Section 8. On residential work only, all work performed after 40 hours in any work-week or after ten (10) hours during any workday and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified herein.

- A. If Saturday is worked as a make-up day, work shall proceed for a full shift, unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized but can be replaced by another employee at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate.
- B. If bricklayers are present and working at an overtime rate then the mason tender would be receive that same rate of overtime.

Section 9. Load Bearing Project Make-up Day: On load bearing projects that are not being performed under a 4 day/10 hours per day schedule, or that are not residential projects, Saturday may be worked as a make-up day except as modified herein.

- A. If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from doing so because of inclement weather.
- B. If an employee declines to work Saturday as a make-up day, he shall not be penalized and can be replaced by another employee at the straight time rate.
- C. If bricklayers are present and receiving an overtime rate of pay, then the mason tender shall receive that same rate of pay.

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. Show Up: An employee shall receive no less than four (4) hours' pay at straight time rate 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,
- (b) or when ordered out and upon reporting on the job, or work, at the time as ordered, and not put to work,
- (c) or when employee starts the day and is stopped or laid off before working at least four (4) hours,

unless prevented from starting or stopped from working by the failure of other employees to appear, or by failure of the Employer to receive materials, or on account of bad weather, ground conditions, or by other causes beyond the control of the Employer, provided that the Employer does not direct the employee to wait on weather conditions to clear up, then employees would be paid for waiting.

Any employee unable to work because of physical condition, lack of safety apparel as required, or inability to perform work assigned shall not be entitled to show up time.

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 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 Missouri and Kansas 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 and one-half percent (3.5%) 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 6, 2019, this cents per hour amount shall be one dollar and fifteen cents (\$1.15) for Locals Nos. 42 and 110, and one dollar and twenty cents(\$1.20) for Local No. 660.

Section 2. Reporting of supplemental dues so deducted will be made On-line 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 and the counties of St. Charles, Warren, Lincoln and Montgomery shall be reported and paid to St. Louis Laborers Fund Office and then distributed to the proper fund for each employees.

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
Employer not member of Mason Contractors Association	\$20,000.00

Section 2. Each Employer shall furnish to the Missouri and Kansas 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/Drug and Alcohol Testing

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.

Section 3. OSHA 10: In order to promote a safer working environment, each employee covered by this Agreement, as a condition of employment on and after March 1, 2010 shall have completed the OSHA 10-hour construction and safety and health training course thirty (30) days after commencement of employment, provided that the employee had reasonable opportunity to do so at the Union's expense. A new hire may satisfy this requirement by applying to register in the Apprentice Program within the thirty (30) day period, and completing the OSHA 10-hour course when offered in the Program. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Section 4. Drug and Alcohol Testing: In order to promote a safer working environment, the Trustees of LECET have adopted a drug and alcohol testing program (the "Laborers' Program" which is governed by the St. Louis Construction Industry Substance Abuse Consortium Policy), which is available free of charge to all employees covered by this Agreement. All employees, as a condition of employment on and after September 1, 2010, shall satisfy the good standing requirements of the Laborers' Program, as it exists on September 1, 2010 and as it may thereafter be changed with the approval of the parties to this Agreement.

Apart from the Laborers' Program, the Employer may require employees to submit to testing for alcohol or illegal and controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or illegal and controlled substances under the rules and procedures of a testing program (other than the Laborers' Program) that is administered by a third party and is acceptable to the Union.

To pay for this Program, the Employer will, effective March 3, 2010, commence paying \$.03 per hour additional LECET contribution to be kept and accounted for separately and shall only be used for the payment of costs directly related to the Laborers' Program. A committee consisting of two representatives from the Mason Contractors Association of St. Louis, Missouri and two representatives of the Missouri and Kansas Laborers District Council shall meet annually during the month of February to review the costs of this program. This Committee shall have the authority to either raise or lower such contribution rate. However, such contribution shall not exceed four cents (\$0.04) per hour. Any matters that may arise during the term of this agreement shall be referred to the committee previously referenced for its input and recommendation. Such recommendation shall be referred back to the respective associations and the Missouri and Kansas Laborers' District Council for further action.

The Employer may require employees to submit to testing for alcohol and/or illegal and controlled substances to the extent and in the manner required by applicable law, or by a project owner that differ from the agreed to and established program. The cost will be paid out of the separate LECET account.

ARTICLE 19

Training and Apprenticeship

Section 1. Effective March 6, 2019, in addition to the hourly wage rate, and pension and welfare contributions, the employer shall contribute eighty-two cents (\$.82) to training and apprenticeship.

Section 2. Employers shall pay their training and apprenticeship contributions On-line to the St. Louis Benefit Fund Office. 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, 2009 as a journey level laborer on work within the area limits of this Agreement, an Employer may not employ or continue to employ an employee hired after that date unless the employee, within eight (8) days after commencing such employment, has applied to register with the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri, and thereafter pursues such apprenticeship training to completion.

- All employees must provide a letter of intent to hire from the Employer, to enter the Construction Trade Craft Laborers' Apprenticeship Program for Eastern Missouri (High Hill, MO). If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's job skills and abilities, as determined solely by the Joint Apprenticeship Committee.
- Provided the Joint Apprenticeship Committee can verify through a job skills and/or knowledge assessment process that an employee possesses an acceptable level of job skills and knowledge that is required of a journey level laborer, that employee shall be paid a journey level rate of pay. However, the employee shall not receive journey level status until such time as the successful completion of all training requirements. Training requirements are to be determined by the Joint Apprenticeship Committee utilizing the results of the employee's assessment. Employees failing to comply with above mentioned training requirements will be ineligible for employment under the terms of this Agreement.

An employee who once completes the required training 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 Office of Apprenticeship, 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 Missouri and Kansas Laborers' District Council or any of its affiliated Local Unions, unless said person re-applies to the apprentice program.

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

Journey Level

100% of journey level hourly rate
4,000 hours of work and completion of all off-the-job related IEP instruction

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 (20) journey level laborers shall be entitled to employ one (1) additional apprentice for each additional five (5) journey level laborers employed.

The ratio of apprentices to journeymen shall apply company-wide for each employer. The application of the ratio company-wide shall not restrict the utilization of apprentices on individual jobsite or project sites as long as the employer complies with the restriction contained in the above paragraph.

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 Missouri and Kansas 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.

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 delinquent in reports or contributions to any Laborers' Benefit Fund will be ineligible to employ any additional apprentices. 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. The Union agrees to indemnify and hold the employer harmless from any liability or claims arising from the discharging of such employee at the request of the Union.

ARTICLE 21

Reduced Rate for Residential Work

Section 1. 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.

Section 2. The Union and the Employers agree to re-open negotiations covering residential issues on January 1, 2012, and January 1st of each year thereafter for the duration of this agreement provided that the Bricklayers' Local Union #1 of Missouri are also in agreement to do so.

ARTICLE 22

Strikes/Picket Lines

Section 1. Strikes: Except as herein otherwise provided, employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

Section 2. Picket Lines: It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform work in any instance where:

- (a) The purpose of the picketing is lawful and is duly recognized by the Missouri and Kansas Laborers' District Council, if so required, and
- (b) The establishment thereof is not contrary to, or in violation of any law or this Agreement.

Section 3. The Union shall not be held liable for violation of this provision by any of its members.

ARTICLE 23

Laborers' Political League

The Employer agrees to deduct and transmit to the Laborers' Political League (LPL) five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

The Employer shall retain 2% of the gross proceeds from the check off as reimbursement for the Employer's costs in administering this check off.

It is specifically understood that no contribution shall be deducted from any employee's wages unless and until such time as the Employer has physically in his possession an authorization card signed by the employee providing for such deduction and payment to the respective Laborers' Political League. The Union is responsible for providing these completed authorization forms to the Employer.

The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Laborers' Political League contributions.

ARTICLE 24

Limitation of Agreement

This Agreement shall not be construed to bind any party hereto with regard to any work in any locality other than that covered or provided for by this Agreement.

If the Union enters into any agreement with any Employer for work in areas covered by this agreement, upon more favorable terms to such other Employer than are embodied in this Agreement, and if such more favorable terms are allowed to continue in effect, such more favorable terms shall be made immediately available to the Employers signatory to this Agreement.

Should this Collective Bargaining Agreement be affected by any changes to any laws, rules, or regulations both the Employer and the Union agree to meet and discuss such changes if so requested by either party.

ARTICLE 25

Effective Dates

This Agreement shall be and remain in full force and effect through the 28th day of February 2026. 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.

ARTICLE 26

Prevailing Wage

In an effort to promote union work in areas where open shop work is predominant or non-union Contractors are known to be bidding, the Local Union (with the approval of the District Council) may modify the terms of this Agreement on a job-to-job basis or for a definite period of time and for a defined geographical area. This Section shall not be arbitrable. All signatory contractors bidding on the same job or working within the same area shall be given the same relief.

IN WITNESS WHEREOF, the parties have hereunto affixed their hand this first day of March, 2019.

NEGOTIATING AGENTS

MASON CONTRACTORS
ASSOCIATION OF ST. LOUIS

By Brod Grant
President

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA

MISSOURI AND KANSAS LABORERS'
DISTRICT COUNCIL

AND FOR LABORERS' LOCALS
42, 110 AND 660

By BA-72
Business Manager
Missouri and Kansas 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 to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line, and the north side of Manchester to the Mississippi River on the east to the Missouri River on the west and north.

**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. _____