

INTERNATIONAL AGREEMENT

between the

**Mason Contractors Association
Of America, Inc.**

and the

**Laborers' International Union
Of North America**



Agreement Index

Extraordinary Conditions.....	Page 9
Foremen.....	Page 9
Full and Complete Understanding.....	Page 10
Grievance Procedure.....	Page 9
Hiring of Men.....	Page 5
Pre-Job Conference.....	Page 7
Management Rights.....	Page 4
No Strike-No Lockout.....	Page 10
Productivity.....	Page 8
Savings Clause.....	Page 11
Subcontracting.....	Page 9
Term and Termination.....	Page 3
Territorial Jurisdiction.....	Page 4
Union Recognition, Union Security.....	Page 4
Wages and Working Conditions.....	Page 8
Work Jurisdiction.....	Page 5

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**Mason Contractor Association
Of America, Inc.**

and the

**Laborers' International Union
Of North America**

In the furtherance and the adoption of the principles of collective bargaining, conciliation and arbitration in labor disputes, and in the promotion of the closer relationship between employer and employees in our industry, we, the MASON CONTRACTORS ASSOCIATION OF AMERICA, and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, do adopt and declare the following as the basis of our relations.

ARTICLE I

Term and Termination

This Agreement originally executed as of January 6, 1955, and amended April 11, 1973, November 1, 1979, and further amended this August 28, 1984, by and between the Laborers' International Union of North America (hereinafter referred to as the "Union"), on behalf of its affiliates and the Mason Contractors Association of America (hereinafter referred to as the "Association"), on behalf of its members shall be in full force and effect for a period of three (3) years from the above date and shall continue from year to year thereafter unless notice of termination is given in writing by either the Union or the Association to the other party sixty (60) days prior to any August 28th anniversary date.

Signatory Employers may give notice of termination in writing to the Union and the Association sixty (60) days prior to any annual anniversary date on which the Signatory Employer executed this Agreement.

ARTICLE II

Territorial Jurisdiction

This Agreement shall be in effect within the boundaries of the United States and Canada and covers all masonry construction work within the jurisdiction of the Laborers' International Union of North America.

ARTICLE III

Management Rights

Except as otherwise provided herein members of the Association shall have the right to hire, fire, direct the working force and manage their business in accordance with their judgment.

ARTICLE IV

Union Recognition, Union Security

Union Recognition. The Association and Signatory Employers hereby recognize and acknowledge that the Union is the exclusive representative of all employees of those members of the Association who are or who become Signatory Employers ("Signatory Employers") to this Agreement, in the classifications and categories of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Act of 1947, as amended.

This Agreement shall not apply to executives, engineers, mechanics, draftsmen, supervisor, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

Union Security. As of the effective date of this agreement, all present employees who are members of the Union shall remain members in good standing, by the payment of their regular monthly dues, as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work covered by this agreement shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the eighth (8) day following the execution of this agreement or the date of employment whichever is later and shall thereafter maintain such good standing for the term of this agreement

The provisions of the paragraph above, shall not be effective in those states prohibiting such Union security, provided, however, that where an agency shop is lawful in such state, conformity therewith shall be a condition of employment on the eighth (8) day

following the beginning of such employment or the effective date if this agreement or signed acceptance thereof whichever is the later period.

ARTICLE V

Work Jurisdiction

The work jurisdictional covered by this agreement shall include that work has been historically or traditionally or contractually assigned to and performed by members of the Laborers' International Union of America including but not limited to, the tending of masons, unloading, mixing and all handling of all materials. Conveying of such materials by any mode or method; unloading, erecting, moving, adjustment and dismantling of all scaffolds erected by Signatory Employers for any purpose or use by his own employees or others and the starting, stopping, fueling, oiling, cleaning, operating and maintenance of all mixers, mortar pumps, forklifts and/or other devices under the direction of the employer or its representative.

In addition, that work jurisdiction defined in the Union's Manual of Jurisdiction, all additional assignments as mutually agreed upon between the Association and the Union all mutually agreed upon work assignments on any other building products or systems which may be developed in the future that shall be determined by the parties to fall within the work jurisdiction of this agreement.

Any dispute over work jurisdiction not resolved at the job site will be referred to the Union and the Association for final resolution. Any decision reached by the parties concerning such a dispute shall be final and binding on the parties to the dispute.

It is expressly understood and agreed by all parties that any agreement or intention expressed in any local union collective bargaining agreement which provides any method for settling jurisdictional disputes that differs from the provisions of this Article V is superseded by the provisions of this Article V and is held to be null and void and of no force and effect.

ARTICLE VI

Hiring of Men

The employer agrees that all work under this Agreement should be performed by the local residents, hired pursuant to the hiring procedure hereinafter. Subject to the foregoing, the Union recognizes the right of the Employer to employ an agreed upon number of "key men". "Key men" shall mean those employees who are regularly and customarily employed by the Employer whenever he has work and who have been employed by him sometime during the past six (6) months and who, because of their

special knowledge, skill and experience regarding the Employer's operations are considered necessary by the Employer to the efficient performance of the work to be done under this Agreement. The Employer shall have the exclusive right to object applications for employment referred by the Local Union.

Fringe benefit contributions that are worker-specific, e.g., pension, health and welfare, pre-paid legal, annuity or vacation, shall be paid to funds of the home local (as designated by the key man or traveler) at the rate normally charged by the home local fund. (If the key man does not designate a home local, all contributions will be made to, and the key man will participate in, worker-specific funds of the work local.) If the home local fund accepts multi-level contributions, the rate shall be that under which the key man is normally covered. If the home local rate for the aggregate of all worker-specific funds is less than the rate of the aggregate of those benefits for the work local, the difference will be added to the worker's wages. In no case will the worker's wages be reduced.

If the home local fund refuses to accept a worker-specific contribution and both work and home local funds are bound to a reciprocal agreement, contributions will be made into the funds of the work local at the rate appearing in the area agreement for the work local. If the home local fund refuses to accept a worker-specific contribution and the work and home local funds are not bound to a reciprocal agreement, the amount of all worker-specific benefits will be added to the employee's wages, except for health and welfare coverage. If health and welfare coverage is not provided through the home local, a key man's health and welfare contributions shall be made to, and he or she shall participate in, the work local health and welfare fund.

Fringe benefits that are not worker-specific, e.g., LECET or training will be paid to the work, local fund at the normal rate for that fund.

The contractor shall advise the union at the pre-job conference of the manner in which benefit contributions for each key man will be treated pursuant to the foregoing rules. Notwithstanding Section 1, at the pre-job conference the Union may direct that vacation contributions are to be paid to the work local fund at the work local rates.

Where an employee directs that contributions for worker-specific benefits be remitted to his or her home local, that employee shall not be entitled to benefits from the worker-specific funds of the work local, except for health and welfare coverage when provided pursuant to Section 2 above.

The contractor agrees to be bound to the various agreements and declarations of trust, and amendments thereto, of the funds of the home local designated by a key man. The contractor authorizes the parties to such trust documents to name trustees and successor trustees and to administer the trust. However, no term or amendment of such trust agreement or declaration shall bind the contractor to any financial obligation beyond that set forth in this agreement.

All employees other than "key men" shall be hired in accordance with the following provisions:

- (1) If an exclusive hiring hall system is being operated by the Local Union and/or District Council in the area, the Employer agrees to rely upon said hiring hall as the exclusive source of applicants for employment and to conform to and be bound by its provisions. Disputes regarding the operation of the hiring hall will be subject to the grievance and arbitration procedure appearing in Article XIII herein.
- (2) In all other areas, the Employer and the Local Union and/or District Council shall discuss hiring procedures.

ARTICLE VII

Pre-Job Conference

The Employer agrees to submit a Job Notification Form Addendum E, to the International Union at their headquarters located at 905 16th Street, NW, Washington, DC, 20006, Telephone (202) 737-8320, Fax (202) 737-2754, notifying them of jobs obtained by Employer, describing the locations, size and extent of the job as well as the proposed starting date. It is a violation of this Agreement to commence a job without prior notification or a pre-job conference, subject to the provisions as set forth below.

Employers and representatives of the Laborers' International Union, District Council and/or Local Unions (s) having jurisdictions shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, the number of key employees to be brought in, the total number of employees to be employed, the method of referral, the check-off of union dues, initiation fees or Agency Shop fees, the applicable wage rates and fringe benefit contributions in accordance with the contract, and any other matters, provided that it is agreed that interpretation of this Agreement shall be a matter for the principal parties hereto. Unresolved issues shall be subject to the provisions of Article XIII.

The Local Union and/or District Council shall furnish the Employer with copies of the applicable local or area collective bargaining agreement, together with information regarding the availability of qualified manpower and other pertinent matters.

ARTICLE VIII

Wages and Working Conditions

When the Employer enters into an area where wages, fringe benefit contributions, hours and working conditions have been agreed upon through bona fide collective bargaining, the Signatory Employer will be presented such evidence by the Local Union and the Signatory Employer will conform its operations to the terms and conditions contained in the locally negotiated collective bargaining agreement. Provided, however, that all jurisdictional issues and or disputes shall be resolved under the provisions of Article V "Work Jurisdiction" contained herein; that Union security shall be governed by the provisions of Article III; and that hiring shall be governed by the provisions of Article VI herein.

- After the employer's operation has commenced in any particular area no subsequent change in wages, fringe benefit contributions or working conditions in such area will become effective insofar as the Employer is concerned, except to the extent that any such change in wages, fringe benefit contributions or working conditions shall have been agreed upon and implemented in accordance with the effective date agreed upon in negotiations between the Local Union/District Council having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

ARTICLE IX

Productivity

Both the Association and the Union recognize the value of improving by all proper and reasonable means the productivity of the individual worker and both will undertake, individually and jointly, to promote and enforce such increase productivity in order to enhance the best interests of the industry.

ARTICLE X

Subcontracting

The Signatory Employer agrees to refrain from subcontracting any work covered by this agreement to be done at the site of a construction project, except where such subcontractor subscribes and agrees in writing to be bound by this agreement and to comply with all of the terms and conditions of this agreement.

ARTICLE XI

Foremen

Foremen shall be employed and compensated in accordance with the terms of the applicable Local Union/District Council agreement in the area where the Employer's work is to be performed provided, however, that the Employer shall have the right to transfer permanent supervisory employees to any job site, and that Foremen shall, at all times, be considered to be the representatives of the employer.

ARTICLE XII

Extraordinary Conditions

The Union agrees to cooperate with the Employer in meeting conditions peculiar to the job on which the Employer may be engaged or wish to become engaged. The parties agree that they will, at all times, meet and confer respecting any questions or misunderstanding that may arise under the performance of this agreement.

ARTICLE XIII

Grievance Procedure

Where Local Union/District Council agreements have been agreed upon through bona fide collective bargaining and where such agreements provide procedures for the handling of grievances, except those of a jurisdictional nature, such procedures shall be the means by which grievance shall be handled. In the absence of grievance machinery in the local agreement or a settlement at the job site, then the matter shall be adjusted as provided below.

The Union, Employer and the Association agree that in the absence of grievance procedure in a local collective bargaining agreement, disputes, differences or misunderstandings shall be referred to the Union and the Association for adjustment. There shall be no stoppage of work. It being expressly understood and agreed to by the parties hereto to this understanding that any agreement or intention expressed in a Local Union/District Council collective bargaining agreement which provides any method for settling jurisdictional disputes that differ from or conflicts with Article V of this International Agreement is held to be null and void and no force and effect.

ARTICLE XIV

No strike – No Lockout

It is understood that there shall be no strikes by any Local Union/District Council against a member Employer of the Association or any other Signatory Employer except as provided for in Article XIII "Grievance Procedure" and in those cases where Signatory Employer fails or refuses to pay wages and fringe benefit contributions that have been established through a bona fide collective or during an economic strike in a local area upon the expiration of the collective bargaining agreement.

There shall be no Lock-out of the employees by an Employer Signatory hereto during the term of this agreement except during an economic strike in a local area upon the expiration of the collective bargaining agreement.

It is further understood that no liability shall arise on the part of the Association by reason of any unauthorized acts by any of its officials, employees or member firms. All such unauthorized acts shall be brought to the attention of the Mason Contractors Association of America provided, however, that exemption from liability shall not be contingent upon notification.

It is further understood that no liability shall arise on the part of the Laborers' International Union of North America by reasons of any unauthorized act by any employee of any Local Union/District Council or officials thereof affiliated with the International Union. All such unauthorized acts shall be brought to the attention of the International Union provided, however, that exemption from liability shall not be contingent upon notification.

ARTICLE XV

Full and Complete Understanding

The Union and the Association certify that this agreement constitutes the full and complete understanding between the parties. Except as otherwise provided herein this agreement shall supersede the provisions of any Local Union/District Council agreement applicable to an area where an employer member of the Association or other Signatory contractor shall be engaged in construction operations.

It is understood that no liability shall arise on the part of the Union or the Association for any action contrary to this agreement by any member, firm or agent thereof or any Local Union/District Council affiliated with the Union or official thereof.

ARTICLE XVI

Savings Clause

The parties hereto agree that any provisions in this Agreement which now or hereafter may be in contravention of the National Labor Relations Act, as amended, hereby are declared to be null and void.

Should any clause or provision of this Agreement be declared or determined to be illegal, or in conflict with any National law or Federal regulation covering the business of the Employer or the Union, or in conflict with any law or regulation of any of the States of the United States or any of the Provinces of Canada covering the business of the Employer or the Union, then in any such event, both parties agree that they shall meet immediately for the purpose of working out a clause or provision that shall be in complete compliance with such law or regulation.

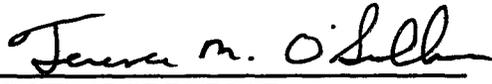
Signed _____ day of _____ 20 __, on behalf of:

THE MASON CONTRACTORS ASSOCIATION OF AMERICA, INC.

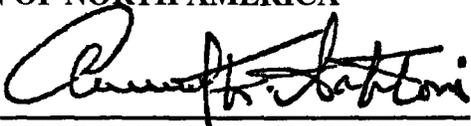


PRESIDENT

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



GENERAL PRESIDENT



GENERAL SECRETARY-TREASURER

ACCEPTANCE OF AGREEMENT

The undersigned has read and hereby agrees with the Union to accept and be bound by all of the terms and conditions of the International Agreement between the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA and MASON CONTRACTORS ASSOCIATION OF AMERICA, INC. operating in the United States and Canada, 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 Association or other signatory Employer not less that sixty (60) days nor more than ninety (90) days prior to any termination date.

Company: _____

Authorized Signature: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Date: _____

**Clip and Mail this Page to:
MASON CONTRACTORS ASSOCIATION OF AMERICA
17W601 – 14th Street
Oakbrook Terrance, Illinois 60181**