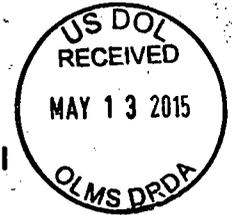


K# 9295



**COLLECTIVE BARGAINING AGREEMENT BETWEEN
B.A.C. ADMINISTRATIVE DISTRICT COUNCIL OF EASTERN MISSOURI
AFL-CIO – CAPE GIRARDEAU AGREEMENT**

AND

544-284

MASON CONTRACTORS ASSOCIATION OF SOUTHEAST MISSOURI

AND

OTHER "EMPLOYER" MASONRY CONTRACTORS SIGNATORY HERETO

ARTICLE I

PARTIES

This Agreement is entered into this 1st day of June, 2013, by and between the Mason Contractors Association of Southeast Missouri (hereinafter referred to as the Association), for and on behalf of its members as set forth in Schedule A attached hereto and other contractors who are signatory hereto or who may become signatory hereto (hereinafter referred to as the Employer), and the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement (hereinafter referred to as the Union).

The Association agrees to furnish to the Union a list of all members of the Association denoting those members bound to the terms of this Agreement, the Honorary members, independent members, and any other classes or groups of members.

DEFINITIONS

Section 1. Employer. The term "Employer" as used herein shall mean any person, partnership, joint-venture, association, firm or corporation who employs journeymen and apprentice members of the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement and who agrees to be bound by the terms and provisions hereof, affecting the Employer by signing and subscribing to include its officers, directors and principal stockholders. The word stockholders shall include the spouse of the record holder of the stock. The terms "Employer" and "Contractor" are used interchangeably herein.

Section 2. Union. The term "Union" shall mean the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement.

Section 3. Employee. The term "Employee" as used herein, shall mean and include all journeymen, apprentice members and probationary employees in good standing and employees working under the jurisdiction of B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement.

Section 4. Aggregate Compensation. The term "Aggregate Compensation" shall mean a sum of money payable to the Employee as wages or a payment by the Employer to one or more of the Employee Benefit funds referred to in Articles VII, IX and X of this Agreement, or a combination of wages and payments to such employee benefit funds for each hour or fraction of hour worked by each employee.

Section 5. Commercial Construction. The term "Commercial Construction" is any building constructed for the purpose of retail sales or for the purpose of conducting any other form of business. This will be under Masonry Scale.

Section 6. Industrial Construction. The term "Industrial Construction" is any building constructed for the purpose of manufacturing goods. This will be under Masonry Scale.

ARTICLE II

DURATION – TERMINATION – CONTINUATION

This Agreement shall be effective commencing June 1, 2013 shall continue in full force to and including May 31, 2018, and shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter.

ARTICLE III

SCOPE OF TERRITORY AND WORK

Section 1. This Agreement shall cover new construction, repair and renovation within the following Missouri counties: Washington, Ste. Genevieve, St. Francis, Iron, Madison, Perry, Cape Girardeau, Bollinger, Wayne, Scott, Stoddard, Butler, New Madrid, Pemiscot, Dunklin, Mississippi, Reynolds, Carter, and Ripley.

Section 2. This Agreement shall cover all listed crafts covered by the Employer work falling within the jurisdiction of the Union, is defined in Branches of the Trade, Code 1 of the Constitution, Rules of Order and Articles of the International Union of Bricklayers and Allied Craftworkers which is incorporated herein by reference.

In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

Section 3. The work of the Union is laying, setting, unloading of cut stone, precast panels and refractory work, bedding, pointing, grouting, caulking, cutting fitting, plumbing, aligning, leveling, anchoring, bolting, welding, installation of gaskets and expansion joint materials in all brick masonry, stone masonry, precast aggregate panels and all types of artificial or imitation masonry. Included by way or example, but not by way of limitation, are face brick, common brick, concrete brick, artificial or imitation brick of all types regardless of whether laid with mortar or without mortar, cut stone, rubble stone, granite, marble, slate, artificial or imitation masonry of all types, such as prefabricated slabs, precast aggregate panels, precast sills, coping, lintels, beam, stair treads, stair risers, fireplaces, etc.; terra cotta, solar screen glass blocks, glass masonry units of all types; concrete, cinder, haydite, slag, artificial or imitation blocks of all types; clay, tile, gyp tile, structural glazed or unglazed tile of all types; masonry paving and rip rapping of all types, with or without mortar, all reinforcing of masonry, including placing, tying and setting of rods; all grouting; all plastic, castable and refractory material in insulation material applied in conjunction with refractory material, cutting, patching, pointing of joints, beams and joist pockets and openings in masonry walls; all caulking of abutting masonry openings in masonry walls, expansion joints and false joints of all types of masonry; air/vapor barrier applications; waterproofing of all types of masonry; insulation in masonry walls or applied to masonry walls, such as cork, clocks, mineral wool batts, zonolite, and styrofoam; flashing under copings, sills, over windows and at spandrel beams; expansion joint material, block mesh, wall ties; all mortar materials, and parging, cleaning, tuckpointing, sand blasting, steam cleaning and gunite work on all types of masonry gunniting of all refractory materials, welding of all anchors pertaining to any masonry and all refractory work.

In the event of territorial jurisdiction or work assignment dispute with any other BAC Local Union, the matter shall be referred to the International Union for binding resolution.

Section 4. The Employer signatory to the Agreement agrees to recognize and does hereby recognize the Union, its agents, representatives and successors as the exclusive bargaining agent for all bricklayers, stonemasons, block layers, pointer, cleaner, and caulkers, tile setters, terrazzo workers, waterproofers and their apprentices employed by the Employer.

Section 5. The Employer hereby agrees that it will neither negotiate nor make any collective agreement with any of its employees in the bargaining unit or in the crafts covered hereby unless such agreements are made with the duly authorized representatives of the Union.

Section 6. 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 the employment or following the execution date of this Agreement, whichever is the latter to occur; that the continuous employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were employed by the Employer prior to the date of this Agreement and who are not now members of the Union not later than the eighth (8th) day following the execution 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 maintain this Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 7. No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable state law, additional requirements must be met before any such provisions may become effective, such additional requirements shall be first met.

If any provision of this Article is invalid or becomes invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of state law or if such modification is not mutually satisfactory to all parties to the Agreement, such provisions shall be re-negotiated or either party shall be permitted all legal or economic recourse.

Section 8. The Employer agrees that upon receipt from individual Employees of written authorization, it will deduct Union check-off dues from wages of such Employees in such sums as determined by the Union membership from time to time. The check-off dues thus deducted shall be paid over to the Financial Secretary of the Union or other agent designated by the Union not less frequently than once per calendar month.

Section 9. No employee shall be discharged, laid off, disciplined or discriminated against because of engaging in activities protected by the National Labor Relations Act or making a complaint or filing a grievance concerning working or safety conditions.

ARTICLE IV

UNION RECOGNITION, UNION SECURITY, ACCESS

#1 VOLUNTARY RECOGNITION CLAUSE

- A. Inasmuch as (1) the Union has requested recognition as the majority, Section 9(a), representative of the Employers in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union.
- B. No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their Employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee four (4) days notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- C. International Union Representatives and the officer primarily responsible for the day to day affairs of the Union or said officer's representatives shall have access to the Employer's jobsites at reasonable times in compliance with any special rules and regulations adopted by the owner to ensure that the provisions of this Agreement are observed, provided however, that such representatives shall not unduly interfere with the job progress.

#2 FUTURE RECOGNITION CLAUSE

- A. The Employer agrees that if it has not previously done so, at any time during this agreement it will, upon the Union's request for recognition as the Section 9(a) representative of the Employees in the bargaining unit described herein, and upon the Union's submission of proof of majority support by such Employees, voluntarily recognize the Union as the exclusive representative, as defined in Section 9(a) of the National Labor Relations Act, of all employees within the bargaining unit on all present and future jobsites within jurisdiction of the Union. When the Union has requested recognition as majority representative, the Employer's recognition will be based on the Union's proof or offer to submit proof. The Employer expressly agrees that it will not condition its recognition upon the results of an election conducted under the rules and regulations of the National Labor Relations Board.
- B. No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their Employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee four (4) days notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) If the employer has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) If the employer has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- C. International Union Representatives and the officer primarily responsible for the day to day affairs of the Union or said officer's representatives shall have access to the Employer's jobsites at reasonable times in compliance with any special rules and regulations adopted by the owner to ensure that the provisions of this Agreement are observed, provided however, that such representatives shall not unduly interfere with the job progress.

ARTICLE V

HIRING PREFERENCE

Subject to the policies regarding traveling members established from time to time by the International Union of Bricklayers and Allied Craftworkers, the Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall, in hiring employees covered by this Agreement, give preference to persons residing or normally employed in the geographic area covered by this Agreement. Layoffs shall be in reverse order of hire, except when it is necessary to retain employees with certain skills in order to complete the project.

ARTICLE VI

STEWARDS

The Employer shall hire a steward appointed by the officer primarily responsible for the day to day affairs of the Union, or said officer's designee, on all jobs. The Steward shall be a working employee and shall, when appropriate, be granted reasonable time to conduct union business. The Steward may not be discharged without just cause. The Steward shall be the last person laid off from any job to which he was appointed. The Steward must be a member of the Eastern Missouri Administrative District Council, I.U. of B.A.C.

ARTICLE VII

APPRENTICES

In order to train sufficient skilled mechanics for the industry, the necessity for employment of apprentices and/or improver apprentices is recognized and encouraged by the parties to this Agreement.

In order to administer and finance the Apprentice Plan, the Employer accepts and agrees to the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement Apprentice Trust, Apprentice Plan and Apprentice Standards, all of which are incorporated by reference as if fully set out herein.

In order to assist in defraying the costs of administering the Apprentice Program at the local level, the Employer agrees to contribute and pay into the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement, a sum equal to TWENTY CENTS (\$.20) per hour for each of the first (1st) forty (40) hours worked by each employee in each work week. (Said Trust is incorporated herein by reference as if fully set out herein.) This will also be used in the upgrading of Journeymen Bricklayers.

The Minimum Wage for an Apprentice shall be as follows:

1 st 6 months	50% of Journeyman's scale
2 nd 6 months	60% of Journeyman's scale
3 rd 6 months	70% of Journeyman's scale
4 th 6 months	80% of Journeyman's scale
5 th 6 months	85% of Journeyman's scale
6 th 6 months	90% of Journeyman's scale
7 th 6 months	95% of Journeyman's scale

ARTICLE VIII

TRAVELING CONTRACTORS

When the Employer has any work specified in Article III of this agreement to be performed outside of the area covered by this Agreement and within the area covered by a standard Collective Bargaining Agreement of another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to all employees, wherever hired, who perform such work, except as provided in the next sentence of this paragraph. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Article IX of this Agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article III of this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE IX

WAGES AND CONTRIBUTION RATES DUES AND BAC-PAC CHECKOFF

- A. The hourly wages, contribution and dues/bac-pac checkoff rates for all employees performing work covered under this Agreement shall be as follows:

Local 1 Cape Girardeau Agreement

REFRACTORY CONSTRUCTION

**June 5, 2013
to
June 3, 2014**

BASE HOURLY RATE \$31.82

BENEFITS TO BE ADDED TO BASE HOURLY RATE

Health & Welfare	\$ 6.40
I.U. Pension	\$ 1.50
P.P.A.	\$.30
Apprentice Training	\$.20
MCAA	\$.08
Promotion Fund	\$.02
I.M.I.	\$.42
Retirement Savings Plan	\$ 1.00

TOTAL WAGE PACKAGE \$41.74

*I.U. Dues Check-off	\$.42
*Local Dues Check-off	\$ 1.25
*BAC-PAC	\$.01

Effective June 4, 2014, compensation increase of \$.50 to be allocated by the Union.

Effective June 3, 2015, compensation increase of \$.65 to be allocated by the Union.

Effective June 1, 2016, compensation increase of \$1.00 to be allocated by the Union.

Effective June 7, 2017, compensation increase of \$1.00 to be allocated by the Union.

Local 1 Cape Girardeau Agreement

REFRACTORY CONSTRUCTION (Cont'd)

*Note: I.U. Dues Check-off, Local Dues Check-off and BAC-PAC to be a part of taxable wages.

Subsistence: \$60.00 per day subsistence pay on all refractory work.

Travel \$2.00 per day travel pay on any day wages earned.

All Hot Work is paid at double time rate.

Any work over twelve (12) hours is paid at double time rate.

Every four (4) hours, there is to be a break for meals.

There is to be a morning break and afternoon break. All breaks will be taken at the norm of other crafts and time schedules.

All safety equipment is to be supplied by the Employer.

Local 1 Cape Girardeau Agreement

MASONRY CONSTRUCTION

**June 5, 2013
to
June 3, 2014**

BASE HOURLY RATE \$28.36

BENEFITS TO BE ADDED TO BASE HOURLY RATE

Health & Welfare	\$ 6.40
I.U. Pension	\$ 1.50
P.P.A.	\$.30
Apprentice Training	\$.20
MCAA	\$.08
Promotion Fund	\$.02
I.M.I.	\$.38
Retirement Savings Plan	\$ 1.00

TOTAL WAGE PACKAGE \$38.24

*I.U. Dues Check-off	\$.38
*Local Dues Check-off	\$ 1.15
*BAC-PAC	\$.01

Effective June 4, 2014, compensation increase of \$.50 to be allocated by the Union.

Effective June 3, 2015, compensation increase of \$.65 to be allocated by the Union.

Effective June 1, 2016, compensation increase of \$1.00 to be allocated by the Union.

Effective June 7, 2017, compensation increase of \$1.00 to be allocated by the Union.

***NOTE: I.U. Dues Check-off, Local Dues Check-off and BACPAC to be a part of taxable wages.**

- B. The Union shall have the option of allocating a portion of all of the increases in wage rates among the various benefit funds specified in Article VII, IX, and X, beginning with the second year term of this Collective Bargaining Agreement. In addition, the Union shall have the right one (1) time per contract year during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between the various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocation.**
- C. The Employer shall deduct from the wages of each employee who has signed a check-off Authorization conforming to federal law and transmit monthly to the Union (or to any agency designed by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.**
- D. The Employer agrees to deduct an amount from the pay of each employee, who is a union member and who executes a voluntary check-off authorization form for the Bricklayers and Allied Craftworkers Political Action Committee (BAC-PAC). Deductions shall be in the amount and at the intervals specified on the check-off authorization form. The Employer agrees to transmit BAC-PAC deductions to the Treasurer of BAC-PAC, and shall be accompanied by a list of the names of those employees for whom BAC-PAC deductions have been made and the amount deducted for each employee.**
- E. The deductions shall continue for the life of this Agreement for those employees who sign BAC-PAC authorization forms, unless they are revoked individually and in writing.**
- F. If the Employer fails to make payments to the Bricklayers and Allied Craftworkers Political Action Committee (BAC-PAC) in care of Bricklayers & Trowel Trades International Pension Fund within twenty (20) days after the date required, it shall be a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, including audit of Employer's books, and other provision hereof to the contrary notwithstanding and other provisions in this Agreement, it is hereby explicitly**

understood and agreed that the Union shall have the right to strike over a violation of this clause.

- G. The wages of all employees of any employer signatory to this Agreement shall be in accordance with this Collective Bargaining Agreement.
- H. Members of the Union shall not be required to work for any Employer who is in default in the payment of wages or other benefits in accordance with this Agreement.
- I. When any member receives subsistence pay on the job, all Bricklayers shall be paid subsistence pay. No discriminatory practices on wages or benefits will be permitted.
- J. An Employer paying employees with check on a non-par bank shall add fifty cents (\$.50) per payroll checks. All payroll checks will have an attached stub verifying hours worked, the rate of pay, all deductions listed, name of employer, and the time period for the check.
- K. Except for Sundays and holidays, all overtime on all Commercial and Industrial Masonry work will be calculated at one and one-half (1-1/2) times the regular hourly wage.
- L. The minimum wage for a foreman shall be seventy-five cents (\$.75) above the Journeyman's wage scale on all Commercial and Industrial construction at all times during the term of this Collective Bargaining Agreement.
- M. When two (2) or three (3) shifts are scheduled, no less than two (2) or three (3) shifts shall be worked. Each shift shall work seven and one-half (7-1/2) hours and be paid for eight (8) hours at the regular rate of pay. Double time shall be paid on Sunday and Holidays. Provided however that, all shifts will maintain the same pay scale throughout entire said shift, as the pay scale at which such shift was began on.
- N. Bricklayers will be paid on payday not later than 4:00 o'clock p.m. and in case of inclement weather, the Bricklayer will be paid at 9:00 o'clock a.m. for the failure to abide by this rule, the overtime rate will intervene.
- O. All Stack Work:
 - From 25 to 50 feet in height ----- \$.25 above the regular hourly wage.
 - From 50 to 75 feet in height ----- \$.50 above the regular hourly wage.
 - From 75 to 100 feet in height ----- \$.75 above the regular hourly wage.
 - 100 feet and over in height ----- \$1.25 above the regular hourly wage.
- P. When a member is discharged, he shall be paid at once. If he has to wait for his money, he shall charge full regular working time until the sum is paid. When pay day falls on a holiday it shall be paid on the preceding day.

- Q. No member shall be discharged by telephone, and if such is attempted, he shall call the Business Agent immediately and return to the job where he was working until paid in full.
- R. Members must be paid at the regular rate of wages for going from one job to another during working hours and in no case shall they be moved during their lunch period.

ARTICLE X

JOINTLY TRUSTEED FUNDS

Section 1. The Employer agrees to participate in the following designated funds at the contribution rate stated in Article IX.

A. Bricklayers and Trowel Trades International Pension Fund

- (1) The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be the rate stated in Article IX for each hour or portion thereof, for which a covered employee receives pay.
- (2) The payments required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated 1 July 1972.

B. The Bricklayers and Trowel Trades International Retirement Savings Plan (BAC SAVE)

- (1) Effective June 1, 2005 is designated by the Bricklayers and Allied Craftworkers to participate in BAC SAVE – The Bricklayers and Trowel Trades International Retirement Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this Agreement and other employees as permitted under the Plan.
- (2) Effective May 16, 2002, the Employer is designated by the Bricklayers and Allied Craftworkers International Health Fund, a portion of the Health Fund contribution stated in Article IX (currently 30¢/hour) will be contributed to BAC SAVE (the Plan) by the Employer for employees who elect out of the Health Fund dental plan of benefits.

C. Bricklayers and Allied Craftworkers International Health Fund

- (1) Effective August 1, 2002, the Employer agrees to participate in the Bricklayers and Allied Craftworkers International Health Fund (IHF) at the contribution rates stated in Article IX.
- (2) The payment required above shall be made to the Bricklayers and Allied

Section 5. All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an Independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds designated in this Article at the contribution rates stated in Article IX. Any Employer found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged in full costs of such audit.

Section 6. If the Employer fails to make any contribution specified in this Article and Article IX, within twenty (20) days after date required by the Trustees, the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such liquidated damages as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided for or set forth elsewhere in this Agreement.

ARTICLE XI

BONDING

Prior to commencing any work covered by this Agreement, the Employer shall obtain a bond in the amount of five thousand dollars (\$5,000.00) with a duly qualified bonding company in a form approved by the Union, or a letter of credit in the amount of five thousand dollars (\$5,000.00) from an insured bank approved by the Union, to secure payment wages, benefit contributions, and other sums due under this agreement.

ARTICLE XII

HOURS OF WORK, OVERTIME, SHIFTS, AND HOLIDAYS

- A. Except as otherwise provided for in Section (C) of this Article, the standard work day shall consist of eight (8) hours of work between the hours of 8:00 o'clock a.m. or C.S.T. or C.D.S.T. and 4:30 o'clock p.m., with a thirty (30) minute unpaid lunch period occurring in the middle of the shift. The standard work week shall consist of five standard workdays commencing on Monday and ending on Friday, inclusive. The normal starting and quitting times may be changed by mutual consent of the Employer and the Union.
- B. Except as otherwise provided for in this Agreement, all time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of one and one-half times the hourly base wage rate in effect. All time worked on Sundays and on the

ARTICLE XIV

WORKING CONDITIONS

Section 1. Masonry saw operators shall be members of the I.U. of B.A.C.

Section 2. No bricklayers will raise the line before it is out. No bricklayers will work ahead of the line except in the case of an obstruction.

Section 3. Scaffolds must be four feet six inches (4'6") wide or have a guardrail. The wall must not be over four feet eight inches (4'8") before making a scaffold. When eight inch (8") concrete blocks are used, four feet eight inches (4'8") will be scaffold height. Overhead protection will be provided when others are working over the members. Ladders or stairways will be supplied by the contractor to get on and off all scaffolds.

Section 4. On all masonry construction, two (2) bricklayers working as a team shall be used in placing masonry weighing thirty-eight (38) pounds or more. Some degree of discretion may be employed in this, such as in building corners.

Section 5. No member may be laid off to permit stocking of scaffolds and in no case shall members be laid off for the erection of scaffolds. Bricklayers will be permitted to erect scaffolds in order to keep working.

Section 6. On jobs where men are stopped at plant gates by guards and are required to park their cars three hundred (300) yards or more from the jobs, they shall receive portal to portal pay, or shall be furnished with transportation from the parking area to job site.

Section 7. Water (iced from May 1st to October 1st) and sanitary drinking cups shall be provided on all jobs. A sanitary toilet shall be provided on all jobs.

Section 8. All openings to be cut in masonry wall to be refaced by masonry shall be as directed by bid documents.

Section 9. Adequate lighting must be furnished by all masonry contractors to supply sufficient light for mechanics to work properly. Stewards shall see to it that lights are placed in the proper places.

Section 10. All mortarboards, where possible and practical, shall be elevated eight inches (8") to sixteen (16") above scaffold or ground setting.

Section 11. Employers shall see that all mechanical cutting saws are kept in proper and safe working condition. In the operation of a wet blade masonry saw, employers shall

furnish rubber or waterproof aprons, boots, and gloves, ear protection, and goggles for eye protection.

Section 12. Where dry saws are used in the interior or exteriors of any building, said saw must be equipped with a suction type fan to convey the dust to the outside of the building. Eye and ear protection and appropriate respirator system will be furnished by the contractor.

Section 13. No member shall lay or set any cut masonry material on any job, except material he has cut himself, or to his personal knowledge, has been cut by a qualified craftworker. The above rule does not apply to material suppliers manufacturing of fabrication processes.

Section 14. When all members on a job cannot work due to weather conditions or shortage of material, a contractor cannot send a portion of the workers to another job and the remainder of the workers home without restitution being made to the workers not working.

Section 15. A gang box shall be provided on all jobs or a suitable substitute.

Section 16. All craftworkers in the masonry trade will supply all of their own personal hand tools.

Section 17. All jobs involving the parties to this Agreement shall employ, in conformity with Article III of this Agreement, only AFL-CIO Union shop, and in addition thereto, the contractors agree that eighty percent (80%) of a crew of any given job must be members of the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement, if available. This provision shall apply to those jobs, which occur in the area under the jurisdiction of the B.A.C. Administrative District Council of Eastern Missouri, AFL-CIO – Cape Girardeau Agreement as outlined in Article III.A of this Collective Bargaining Agreement.

Section 18. On all jobs governed by this Agreement, the Employer shall, whether required to do so by law or not, provide Workmen's Compensation Insurance for the protection of those Employees employed by said Employer. Also, the Employer shall, whether required to do so by law or not, provide Unemployment Insurance for the protection of persons employed by said Employer.

Section 19. The Employer shall be required to file with the Union a Certificate of Insurance showing compliance with Workmen's Compensation Insurance and Unemployment Insurance.

Section 20. Faulty Work. It is agreed that all materials and workmanship in connection with any installation shall be of such standards of quality so as not to destroy the true principles of the trade. In the event of a disagreement regarding the quality of a particular installation, a committee composed of an equal number from the Union and Contractors shall inspect the work and render a decision which shall be final and binding upon all parties concerned. If the complaint is found to be justified and the

employee is at fault, the member shall be required to repair the work on his or her own time. The employer shall supply the materials.

Section 21. The employer hereby agrees to abide by and be governed by the Constitution, By-laws, Rules of Order and Working Code of the Union and any amendments thereto. Contractor hereby acknowledges receipt of a copy of such Working Code.

Section 22. It shall not be a violation of this Agreement for Employees covered by this Agreement to refuse to cross or to work behind a picket line, recognized by this Union, which has been authorized and established by this Union or any other Union or Labor Organization, and 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.

Section 23. This Agreement shall be binding upon the Employer and upon all its subsidiaries and associated enterprises.

Section 24. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents, which are unauthorized. The Union shall, upon receiving notice thereof, urge its members to return to work, if there shall be a work stoppage, and just as soon as practical, address a letter to the Employer notifying the Employer that the action of the Union member or agent is unauthorized. This shall not apply to refusal to work under unsafe conditions, provided that such unsafe conditions are called to the attention of the Employer for his action.

Section 25. 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 subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and the compensation payments contained in this Agreement.

Section 26. When a jurisdictional dispute arises, all contractors signatory to this Agreement will hereby award all of the scope of work stated in Article III, Section 3 of this Agreement, through written job assignments to the Bricklayers. In the event of any conflict between this collective bargaining agreement and any other agreement to which the Employer is bound, this collective bargaining agreement shall prevail.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. The parties to this Agreement shall establish a Joint Arbitration Board consisting of three (3) representatives selected by the Association and three (3) representatives selected by the Local Union, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments, the parties shall submit this in writing to the Board. The Employer and Union representatives at a session shall have an equal number of votes on all matters

coming before the Joint Arbitration Board, regardless of number of Employer or Union representatives present at the session.

- B. It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article.
- C. All disputes shall first be taken up with an Employer representative by either the steward on the job or a field agent within 15 calendar days of the discovery of the occurrence of the matter giving rise to the dispute, who shall immediately notify the Union office of the existence of the dispute.
- D. If no satisfactory resolution is reached between the Employer and the Union, the matter shall be referred to the Joint Arbitration Board at its next regular meeting or a special meeting to be called by either the chairman or secretary of the Joint Arbitration Board. The referral shall be sent to the President of the Mason Contractors Association of Southeast Missouri and to the Eastern Missouri Administrative District Council, 2000 Market Street, St. Louis, Missouri 63103. If the Employer is a non-member of the Mason Contractors Association of Southeast Missouri, the matter shall be referred to the next regular meeting of the Eastern Missouri Administrative District Council or a special meeting called in compliance with the Union's By-Laws and Constitution. In the case of an Employer who is not a member of the Mason Contractors Association of Southeast Missouri, if the matter is not resolved by agreement of the non-MCA-member Employer and the Executive Committee at the meeting of the Eastern Missouri Administrative District Council, the matter shall be submitted to final and binding arbitration. Similarly, if the Joint Arbitration Board deadlocks, the matter shall be submitted to final and binding arbitration.

Notice of intent to arbitrate must be given within thirty (30) days of the date of the Joint Arbitration Board deadlock or, in the case of a non-Mason Contractors Association of Southeast Missouri Employer, within thirty (30) days of the meeting of the Union's Executive Committee. In either case, the Union shall apply to the Federal Mediation and Conciliation Service for a panel of seven arbitrators. Thereafter, the Union and the Employer shall select an arbitrator from the panel through alternate striking. The Union and the Employer shall each have the right to reject one panel.

If either the Union or the Employer fails or refuses to abide by the Arbitrator's decision, then the party seeking enforcement of the Arbitrator's award in federal court shall, upon prevailing, be entitled to reasonable attorneys' fees incurred in the enforcement action.

ARTICLE XVI

SUBCONTRACTING

- A. The Employer agrees not to sublet, assign or transfer any work covered by this

ARTICLE XVIII

NO-STRIKE/NO-LOCKOUT

It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term unless the grievance procedures described in Article XV have been exhausted and then only in the event a party fails or refuses to abide by a final decision. This exception to the No-Strike/No-Lockout provisions shall apply irrespective of whether a suit has been filed to enforce or vacate an arbitrator's decision. This Article shall not apply in those cases where an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, local union fringe benefits or other contributions that have been established through bona fide collective bargaining or to a strike during negotiations conducted pursuant to the provisions of the wage reopener in Article IX.

ARTICLE XIX

SUBSTANCE ABUSE POLICY

The Employer and the Union hereby adopt the St. Louis Construction Industry Alcohol and Substance Abuse Policy Statement (of June 1992), a copy of which is attached hereto and made a part of this Agreement.

The Employer shall furnish each of its Employees covered by this Collective Bargaining Agreement with a copy of said policy statement and the Union shall promulgate a copy of it among its members.

ARTICLE XX

SEPARABILITY AND SAVINGS PROVISION

It is the intent of the parties hereto to abide by all applicable Federal and State statutes and rules and regulations made pursuant thereto. If any provision of this Agreement is held invalid by any court or government agency having jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained by such tribunal pending a final determination as to its validity, then such provision or provisions shall continue in effect only to the extent permitted and all provisions of this Agreement shall remain in force and effect.

In the event that any provision of this Agreement is held invalid, or enforcement of or compliance with any provision is restrained, the Union and the Employer shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, incorporating the substance of such provision to the extent allowable under the law, to be in effect during the period of invalidity or restraint.

ARTICLE XX

GENERAL UNDERSTANDING & SIGNATURE PAGE

The Union agrees to cooperate with the Employer in meeting conditions peculiar to the job in which it may be engaged. It will at all times meet and confer with the Employer, and similarly, the Employer will at all times meet with the Union respecting any questions or misunderstandings that may arise under the performance of this Agreement.

This Agreement constitutes the entire agreement between the parties, and any local or area practices or working rules which may be in conflict with the provisions contained in this Agreement shall be subordinated to this Agreement.

We, the undersigned Employer on behalf of the parent firm, all subsidiaries and corporate related firms, companies and/or corporations hereby become signatory to this Agreement and agree to abide by the full terms and conditions of this Agreement effective as of this date.

Signed this _____ day of _____, 20_____.

FOR THE EMPLOYER

FOR THE UNION

Signature

Director
B.A.C. Administrative District Council
Of Eastern Missouri, AFL-CIO
Cape Girardeau Agreement

By: _____
Name and Title

Company/Name of Employer

Address

City, State and Zip Code

Telephone number

Facsimile number

(Last page of Agreement)