

K# 9461



**COLLECTIVE BARGAINING AGREEMENT WITH
BRICKLAYERS' LOCAL UNION No. 1 OF MISSOURI
AFFILIATED WITH THE BRICKLAYERS
ADMINISTRATIVE DISTRICT COUNCIL
OF EASTERN MISSOURI
OF THE I.U. OF B.A.C.**

This Agreement is made and entered into as of the 5th day of July 2015 by and between Mason Contractors Association of St. Louis (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 Bricklayers and Allied Craftworkers Local Union No. 1 of Missouri (hereinafter referred to as the Union).

ARTICLE I: 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 Bricklayers' Local Union No. 1 of Missouri of the I.U. of B.A.C., and persons working under the jurisdiction of said Union and who agrees to be bound by the terms and provisions thereof affecting the Employer by signing and subscribing to this Agreement. The term "Employer" and "Contractor" are used interchangeably.

Section 2. Union. The term "Union" shall mean the Bricklayers' Local Union No. 1 of Missouri Affiliated with the Bricklayers Administrative District Council of Eastern Missouri of the I.U. of B.A.C.

Section 3. The term "Employee" as used herein shall mean and include all journeymen, apprentices, superintendents and foremen (1) who are members in good standing of the Union or (2) who are working under the jurisdiction of the Union and have tendered the periodic dues uniformly required of members of the Union as a condition of acquiring or retaining membership and (3) who are in the employ of an Employer who has entered into this Collective Bargaining Agreement.

Section 4. The term "aggregate compensation" shall mean a sum of money payable to the Employee as wages or a contribution and payment by the Employer to one or more of the employee benefit funds referred to in Articles V, VI, VII, and IX of this Agreement, or a combination of wages and contribution and payment to such employee benefit funds, for each hour worked by each employee.

ARTICLE II: Recognition and Jurisdiction

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its Employees who are bricklayers, stonemasons, blocklayers, pointers, cleaners and caulkers and their apprentices and masonry superintendents and foremen

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employed by the Employer. Following a request by Bricklayers' Local No. 1 of Missouri (hereinafter referred to as the Union) for recognition as the Section 9(a) majority collective bargaining representative of each of the Association's members for all Employees performing unit work, the Association on behalf of its members recognizes the Union as the Section 9(a) majority collective bargaining representative for all Employees performing unit work, based on an offer to show evidence (or an actual showing) that a majority of such Employees authorize the Union to represent them for the purposes of collective bargaining.

Section 2. The Employer hereby agrees that it will neither negotiate nor make any collective bargaining 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 3. 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 his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an Employee for non-membership in the Union: (a) if he 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 he 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.

The Union agrees to indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken by the Employer pursuant to this Section 3 and Section 5 and by reason of deduction and transmittal of dues pursuant to Article X, Section 4, Paragraph 2.

Section 4. The territorial jurisdiction of the Union, for the purposes of this agreement, includes the City of St. Louis and the Counties of St. Louis, Jefferson, Warren, St. Charles, Lincoln, Franklin and Crawford in the State of Missouri and, for the purposes of refractory work and prevailing wage jobs only, the Counties of Clark, Lewis, Marion, Ralls and Pike in the State of Missouri, and the Holcim Plant in Ste. Genevieve County Missouri.

Section 5. The work of the Union is laying, setting, unloading, bedding, pointing, grouting, caulking, cutting, fitting, plumbing, aligning, leveling, anchoring, bolting, welding, installation of gasket and expansion joint materials in all brick, masonry, stone masonry, precast aggregate panels and all types of artificial or imitation masonry. Included by way of example but not by way of limitation are face brick, common brick, concrete brick, artificial or imitation brick of all types, regardless of whether layed, with mortar or without mortar, cut stone, rubble

stone, granite, marble, slate, artificial or imitation stone of all types, regardless of whether layed, with mortar or without mortar, artificial or imitation masonry of all types, such as prefabricated slabs, precast aggregate panels, precast sills, coping lintels, beams, 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 glazed 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, castables and refractory material; and insulating 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 in all types of masonry; waterproofing of all types of masonry; air/vapor barrier applications; insulation in masonry walls or applied to masonry walls such as cork blocks, mineral wool bats, 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, guniting of all refractory materials.

Section 6. Subcontracting. (a) The Employer agrees not to sublet, assign or transfer any work covered by this Agreement as set forth in Section 5 of this Article which is to be performed at the site of a construction project within the City of St. Louis and the Counties of St. Louis, Jefferson, Warren, St. Charles, Lincoln, Franklin, Crawford, Clark, Lewis, Marion, Ralls and Pike Counties in the State of Missouri to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all the terms and conditions of this Agreement, provided however, that if the Employer exercises sufficient control over the purported subcontractor for the purported subcontractor to be classified as an Employee under the twenty factors used in the Internal Revenue Code Regulations, the Employer shall make all the employer contributions required under this Collective Bargaining Agreement for the work performed at said job site by the purported subcontractor. (b) All charges of violation of this Article shall be considered as a dispute and shall be processed as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of disputes.

ARTICLE III: Grievance Procedure

Section 1. All disputes between the Employer and the Employee shall first be taken up with the steward on the job or a business 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 disputes.

Section 2. If no satisfactory solution is reached, the matter shall be referred within fifteen (15) calendar days after the date on which no satisfactory resolution has been reached with the steward on the job or a business agent 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, if the Employer is a member of the Mason Contractors Association of St. Louis. The referral shall be sent to the Executive Director, Mason Contractors Association, 1429 S. Big Bend Boulevard, St. Louis, MO 63117 and to the Business Representative, Bricklayers' Local

Union No. 1 of Missouri, 2000 Market Street, St. Louis, MO 63103.

If the Employer is a non-member of the Mason Contractors Association of St. Louis, the matter shall be referred to the next regular meeting of the Executive Committee of the Bricklayers' Local Union No. 1 of Missouri 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 St. Louis, if the matter is not resolved by agreement of the non-member Employer and the Executive Committee at the meeting of the Executive Committee of the Bricklayers' Local Union No. 1 of Missouri, the matter shall be submitted to final and binding arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Section 3. The Joint Arbitration Board shall consist of twelve (12) members, six (6) of whom shall be selected by the Union and six (6) of whom shall be Employers selected by Mason Contractors Association of St. Louis. The Board shall make rules for the conduct of its meetings. If the Joint Arbitration Board deadlocks on any matter submitted to it, the matter shall be submitted to final and binding arbitration by an Arbitrator selected from a panel of seven arbitrators which the the Union shall obtain from the Federal Mediation and Conciliation Service (FMCS).

Section 4. The Employer and the Union shall both have the right to reject one panel from the FMCS.

ARTICLE IV: Wages

Section 1. The Wages from July 5, 2015 through May 31, 2016 shall be as follows:

Minimum Journeyman's rate.....	\$32.50
Minimum Foreman's rate.....	\$36.03
Minimum Superintendent's rate.....	\$36.53

If more than one Foreman is on a job, one will be designated Superintendent at \$0.50 above Foreman's wage).

Wage rate on sewer work manholes over six feet	
in depth.....	\$32.75
open cut work.....	\$32.75
tunnel work.....	\$33.00
under pressure.....	\$31.50

Free Standing Stack Work:	
First 50 feet in height.....	\$32.75
From 50 to 75 feet in height.....	\$33.00
From 75 to 100 feet in height.....	\$33.25
From 100 feet and over in height.....	\$33.75

Premium pay for Refractory, hot work to be paid at time and one-half for regular working hours, double-time after eight hours, and doubletime for Saturday, Sunday and Holidays.

Section 2. The aggregate compensation shall be increased by each of the following sums for the period set forth hereafter beside such period, above that aggregate compensation in effect immediately prior to such effective dates:

- \$1.00 per hour for the period July 5, 2015 through May 31, 2016
- \$1.10 per hour for the period June 1, 2016 through June 6, 2017
- \$1.25 per hour for the period June 7, 2017 through June 5, 2018
- \$1.25 per hour for the period June 6, 2018 through June 4, 2019
- \$1.25 per hour for the period June 5, 2019 through June 2, 2020
- \$1.25 per hour for the period June 3, 2020 through May 31, 2021

July 5, 2015 Foreman's wage (including vacation pay) to increase and stay at 10% over Journeyman scale.

Said increases in aggregate compensation shall be paid by the Employer either as wages or as contribution to one or more of the employee benefit funds provided for in Articles V, VI, VII, and IX of this Agreement, or in any combination of wages and contributions (and when they are to be paid to an employee benefit fund, they shall be in addition to the amount specified in Articles V, VI, VII, and IX hereof), as may be determined and designated by the Union; not less than sixty (60) days before the effective date of any such increase of aggregate compensation scheduled herein, the Union shall notify in writing the Mason Contractors Association of St. Louis and each Employer who is signatory to this Agreement who is not a member of the Mason Contractors Association of St. Louis, of its determination and designation as to what portion of such increase shall be payable in wages or in contributions to one or more of said employee benefit funds. The Boards of Trustees of the employee benefit plans provided for in Articles V and VI shall be permitted to provide the Union with advisory recommendations on allocations of increases in aggregate compensation to the employee benefit plans provided for in Articles V and VI hereof.

ARTICLE V: Welfare Plan

Section 1. The Employer accepts and agrees to be bound by the trust agreement of Bricklayers Local Union No. 1 of Missouri Welfare Fund, as it now exists and as it is hereafter amended. Said trust agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

Section 2. The Employer agrees that he will contribute and pay into Bricklayers Local Union No. 1 of Missouri Welfare Fund \$7.85 per hour for each hour of the first 40 hours worked by each Employee in each work week, the same sum per hour for each overtime hour worked by each Employee in a work week. Said sum shall be used to provide health and welfare benefits in accordance with the Bricklayers' Local No. 1 of Missouri Welfare Trust and Plan.

ARTICLE VI: Pensions

Section 1. The Employer accepts and agrees to be bound by the "Restatement of Bricklayers Local No. 1 of Missouri Pension Trust," the Bricklayers Local Union No. 1 of Missouri Pension Plan, the "Restated Agreement and Declaration of Trust of the Bricklayers and Trowel Trades International Pension Plan" as such documents now exist or as they may hereafter be amended.

Section 2. Bricklayers Local No. 1 of Missouri Pension Trust. The Employer agrees that he will contribute to Bricklayers Local No. 1 of Missouri Pension Trust the sum of \$4.60 per hour for each hour of straight time and the same sum per hour for each overtime hour worked by each Employee except any apprentice during his or her first year of apprenticeship. Said contribution shall be used for the purpose of providing pension benefits in accordance with the Bricklayers' Local No. 1 of Missouri Pension Trust and Plan.

Section 3. Bricklayers Union Local No. 1 of Missouri Supplemental Pension Plan. The Employer agrees that he will contribute to Bricklayers Union Local No. 1 of Missouri Supplemental Pension Trust the sum of \$3.00 per hour for each hour of straight time and the sum of \$4.50 for each hour of overtime for which a journeyman Employee receives pay. No contributions to the Supplemental Pension Plan shall be owed for first year apprentices. For second and third year apprentices, the Employer shall contribute \$1.00 per hour for each hour of straight time and the sum of \$1.50 for each hour of overtime for which said apprentice receives pay. Said contribution shall be used for the purpose of providing supplemental pension benefits in accordance with the Bricklayers Union Local No. 1 of Missouri Supplemental Pension Plan.

Section 4. Bricklayers and Trowel Trades International Pension Fund. In addition to the contributions and payments agreed upon in Section 2 of this Article:

(1) (a) The Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each Employee covered by this agreement, as follows:

(b) For each hour or portion thereof, for which an Employee receives straight time pay, the Employer shall make a contribution of \$1.25 to the above-named Pension Fund and the same sum per hour for each overtime hour worked by each Employee.

(c) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment, including apprentices, helpers, trainees and probationary employees.

(e) The payment of the Pension Fund 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 July 1, 1972. The Employer hereby agrees to be

bound by and to the said Agreement and Declaration of Trust, as though he has actually signed the same.

(f) The Employer and the Union agree that contributions shall be consistent with the Alternate Statutory Schedule adopted by the Trustees of the International Pension Plan and that any additional contributions shall come out of the total compensation package provided in this Agreement.

(2) The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

(3) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

(4) If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Board of Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such penalties 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 or set forth elsewhere in this Agreement.

(5) The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

(6) In the event that at any time during the term of the Agreement, the Employer is legally required to make Employer contributions to any Pension Plan which are at an Employer contribution rate which is greater than the Employer contribution rate required to be made by the Employer under the terms of the Agreement (or has the aggregate effect of requiring additional Employer contributions to the Plan by the Employer) (i.e. "the additional contribution rate"), for any reason, then the parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at the additional contribution rate until the date the additional contribution rate is no longer in effect, the Employer shall be entitled to reduce the wage rate paid to covered employees as set forth in the Agreement by the amount of the additional Employer contribution rate the Employer is legally required to pay to the Pension Plan. In no event shall the total wage/fringe package be increased during the term of the Agreement as a result of the foregoing sentence.

ARTICLE VII: Vacation

Section 1. Employer accepts and agrees to be bound by the Trust Agreement of Bricklayers' Union Local No. 1 of Missouri Vacation Trust, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

Section 2. The aforesaid Vacation Trust is established for the purpose of providing vacations for Employees.

Section 3. The Employer agrees to pay on behalf of each journeyman Employee, to Bricklayers' Local Union No. 1 of Missouri Vacation Trust, the sum of \$2.80 per hour for each of the first 40 hours worked by such Employee in each work week and one and one-half times that amount of overtime, to-wit: \$4.20 per hour. No contributions to the Vacation Trust shall be owed for first year apprentices. For second and third year apprentices, the Employer shall contribute \$1.50 per hour for each of the first 40 hours worked by such apprentice in each work week and one and one-half times that amount of overtime, to-wit: \$2.25 per hour.

Section 4. The trustees shall determine the method by which the funds shall be collected, whether the plan be funded by means of stamp purchases or otherwise, such as deposits with a financial institution.

The Employer agrees to pay a service charge to cover the costs of operation of the vacation plan when needed as determined from time to time by the trustees.

Section 5. The Employees shall claim the funds deposited for their benefit within the time specified in the Vacation Trust Agreement or by the rules and regulations of the Board of Trustees of the Vacation Trust.

Section 6. Employees must advise the Employers of the date they wish to take their vacation. Vacation periods must be arranged and approved by the Employer so that his work program will not be disrupted. No more than ten percent (10%) of any contractor's Employees shall be permitted to take their vacation the same period.

Section 7. Employees shall take their earned vacation period on consecutive days. The length of vacation period is to be determined by the stamps redeemed. Stamps equal to one day's pay shall represent one day of vacation. Employee shall not be permitted to accept pay in lieu of vacation unless agreed by the Union.

ARTICLE VIII: Industry Promotion and Training Funds

Section 1. For the purposes of promoting the use of masonry products within the jurisdiction area of the Union, the Employer accepts and agrees to pay to the Masonry Institute of St. Louis (MISL) the sum of one percent (1%) of the base rate per hour for each of the first 40 hours worked by each Employee and Apprentice in each work week.

The Masonry Institute of St. Louis Trust is incorporated herein by reference and made a part of this contract as if fully set out.

Section 2. Of said sum of one percent (1%) of the base rate per hour, the Employer agrees to pay the sum of 2 cents (\$0.02) per hour of regular time worked by each Employee and Apprentice into the International Masonry Marketing and Program Board.

Section 3. Of said sum of one percent (1%) of the base rate per hour, the Employer agrees to pay the sum of 1 cent (0.01) per hour of regular time worked by each Employee and Apprentice into the International Masonry Institute/Research and Development Board.

Section 4. Effective July 5, 2015 the Employer shall contribute on behalf of each Employee covered by this Agreement, except Apprentices, to the International Masonry Institute (IMI) an amount equal to 1% of the total economic package provided for under this Agreement for each of the first 40 hours worked by such Employee in each work week. The total economic package shall consist of all straight-time wage, benefit and other monetary payments under this Agreement. The funding for the IMI shall be as follows: Three (3) cents per hour shall be paid through the contributions to the MISL as set forth in Sections 2 and 3 of this Article. The remaining amount needed to provide the required 1% funding to the IMI shall come from the contributions to the JATC. For the first year of this agreement, the amount transferred from the JATC shall be \$.51 per hour. Thereafter, in order to provide the 1% funding to the IMI, the contributions paid by the Employer to the JATC will be increased as set forth in Article IX.

ARTICLE IX: Apprentice Program

Section 1. The parties hereto recognize the necessity of an apprenticeship program in order to have a sufficient number of qualified mechanics.

Section 2. In order to administer and finance the apprentice plan the Employer accepts and agrees to the Bricklayers' Local Union No. 1 of Missouri Apprenticeship Trust and Training Plan and said Trust and Plan are incorporated herein by reference as if fully set out.

Section 3. To defray the costs of administering the apprentice program, the Employer agrees to contribute and pay into the Bricklayers' Local Union No. 1 of Missouri Apprenticeship and Training Trust the sum of \$.79 cents per hour for each of the first 40 hours worked by each Employee in each work week through May 31, 2021, to be increased as set forth below, except that no payment shall be required for any hours worked by an Employee who is an apprentice. Of this \$.79, the sum of \$.51 per hour shall be transferred to the IMI for the first year of this agreement and \$.28 per hour shall be retained by the JATC. Thereafter, the contributions paid by the Employer to the JATC shall be increased to the amount needed to provide funding to the IMI of 1% of the total economic package as set forth in Article VIII, such that the amount retained by the JATC will remain at \$.28 per hour.

Section 4. The Minimum Wages for Apprentices shall be as follows:

1st 6 months - 50% of the hourly minimum rate for journeymen

2nd 6 months - 60% of the hourly minimum rate for journeymen
3rd 6 months - 70% of the hourly minimum rate for journeymen
4th 6 months - 80% of the hourly minimum rate for journeymen
5th 6 months - 85% of the hourly minimum rate for journeymen
6th 6 months - 90% of the hourly minimum rate for journeymen
7th 6 months - 95% of the hourly minimum rate for journeymen

Section 5. No person shall become an apprentice who is not a resident of the Union's jurisdictional territory as set forth in Article II, Section 4 of this Agreement at the time such person makes application to be admitted to the apprenticeship program.

Section 6. a) School attendance shall be 72 hours per semester, consisting of two non-consecutive weeks. Each week of school attendance will consist of consecutive eight-hour days. The Employer shall pay each apprentice 50% of his or her regular wages and 100% of his or her regular fringe benefit package for attending school. Apprentices shall remain indentured to his or her Employer, subject to a 90 day probation period. b) Completion of an established, certified skill level before an apprentice can move to the next pay-level. c) Association and Union agree not to engage in campaigning concerning general political election issues at apprentice school.

ARTICLE X

Each Employer who is a signatory to this Agreement shall pay to the Mason Contractors Association a sum of one (1%) percent of minimum journeyman's rate, per hour for each Employee of the Employer within the bargaining unit, except apprentices. Such amount shall be paid as part of the stamp now in use for and payable to Commerce Bank of St. Louis, as agent. Said amount so paid shall be transmitted to the Mason Contractors Association, no later than the 15th day of month following the calendar month in which the work was performed. Delinquent contributors shall be subject to such penalties as the Mason Contractors Association may prescribe from time to time.

In no event shall the foregoing provision be subject to or suitable for grievance and arbitration under this Agreement.

The Mason Contractors Association shall comply with all present and future Federal laws governing the same.

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.

The Mason Contractors Association as part of this Agreement agrees to defend, indemnify and hold harmless the Union from any and all claim made against it arising out of the establishing and existence of the Fund.

ARTICLE XI: Hours of Work, Payment of Wages and Contributions

Section 1. For the purpose of this Agreement and except as is otherwise provided herein,

the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate.

From July 5, 2015 through May 31, 2021, flexible starting time may be based upon the decision of a majority of Employees on each job site, and in the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight and do not extend beyond 4:30 p.m.; however, the Employee, at his option, shall not be required to work beyond the flex quitting time that had been set for his job site.

Further, in circumstances where the Employee or Employees have regularly been working overtime on a particular job site and/or have been scheduled to work overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than eight hours on a particular day.

Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours.

None of the above provisions for a starting time earlier than 8:00 a.m. shall apply to refractory work and acid brick work.

Work performed by an Employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half times their regular hourly wage rate for each hour or fraction thereof, worked during such time. However, if during a work week as defined above in December, January, February, March, or April a Wednesday, Thursday or Friday on a particular job is lost in its entirety (i.e., no work performed by any employees covered by this Agreement) due to inclement weather; then the non-holiday Saturday occurring during that work week may be used as a make-up day on that job; or if during a work week in December, January, February, March, or April a Monday or Tuesday on a particular job is lost in its entirety due to inclement weather, then the non-holiday Saturday of the following work week may be used as a make-up day on that job if, but only if, the Employer notifies the Union of the intent to use a Saturday as a make-up day not later than 12:00 noon the preceding Friday by e-mail, fax or telephone. Weather permitting, the Saturday make-up day will be 8 hours. Where work in its entirety during a particular work week in December, January, February, March, or April is lost on a particular job for two or more days due to inclement weather, only one Saturday (either during that work week or during the following work week as the circumstances warrant) may be used as a make-up day. Thus, no banking of lost days is permitted. Provided that proper notice has been given and other requirements met, work performed on make-up, non-holiday Saturdays shall be compensated at \$5.00 per hour above the normal wage rate for commercial work, and \$2.50 per hour above the

normal wage rate for residential work. (Residential work shall be defined as work on single-family dwellings and residential multi-family dwellings of a single story and up to four units only.) The special rate for qualified make-up non-holiday Saturday work shall apply only to Employees who worked on the job within the seven calendar days immediately preceding the make-up Saturday, except that if there are insufficient volunteers from the crew of the Employees who worked on the job within the prior seven calendar days, then Employees from the Employer's other crews may volunteer for this work. All employees on the job will receive the same rate of pay. No Employee shall be forced to work a make-up Saturday and shall not be disciplined or discriminated against for declining to do so.

For residential work, as defined in this Section, make-up days may be utilized from January to December. However, residential make-up days will be subject to all other conditions and limitations as set forth in this Section.

Work performed on a Sunday or on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, shall also be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

Where shift work is required, no less than three shifts shall be worked. Each shift shall work 7-1/2 hours and be paid for 8 hours at the regular rate of pay.

Wages for the preceding work week shall be paid at the site of employment on Friday following the close of such work week before quitting time, providing the Employer has scheduled his Employees for the following work day authorized by the Union, and if inclement weather does not permit work on such Friday or if the Employer does not have work for the Employees for any reason, then payment shall be before noon on the Friday following the close of such work week.

When a legal holiday falls on a Friday, Employees shall be paid before quitting time on Thursday, except that if inclement weather does not permit work on such Thursday preceding the Friday legal holidays, then payment shall be made before noon on such Thursday.

In the event the Employer does not schedule his men for work on the following work day authorized by the Union, or in the event the journeymen or apprentice members shall be laid off for any cause and for any length of time, the Employer shall pay the Employees up to and including all time worked on the last day of scheduled work before quitting time.

Section 2. Employer agrees that he will furnish the Union either with a bond, in which the Employer is principal and a qualified surety company is the Surety, or a Letter of Credit from a bank guaranteeing the payment of all wages and checked off dues of the Employees of the Employer and all payments to the funds, trust or association required of the Employer by the provisions of Articles V, VI, VII, VIII, IX and X of this Agreement, which accrue during the period of such bond or Letter of Credit, to the extent of the amount of such bond or Letter of Credit. The amount of such bond or Letter of Credit shall be determined in advance by the Union commensurate with the amount of the Employer's anticipated payroll for Employees, but

in no case shall the amount of the bond or letter of credit be for less than \$3,500.00.

The bond shall provide in same that no cancellation of the bond by the Surety shall become effective earlier than thirty (30) days from the date of receipt by the Union of written notice of cancellation. The Letter of Credit shall be irrevocable for a period of one (1) year from the date of its issuance, but may contain a provision that it may be cancelled prior to the expiration of said period only with the consent of the beneficiary Union, the customer and the issuer, and the Letter of Credit shall contain the same, or substantially similar, provisions as are set forth in Exhibit I, attached to this Collective Bargaining Agreement.

Section 3. Employees will not be required to work for any Employer who is delinquent in the payment of wages or in the payment of any contributions required to be made by the Employer under Articles V, VI, VII, VIII and IX of this Agreement.

Section 4. Contributions to the trusts provided for in Articles V, VI, VII, VIII, IX and X of this Agreement and remittance of check off dues for the Union and the International Union of Bricklayers and Allied Craftworkers shall be made by the Employer in the following manner: The Employer, in advance of the date such contributions and check off dues remittance become due as hereinafter stated, shall purchase from Commerce Bank of St. Louis, as agent, or such other agent as may be designated by the Joint Arbitration Board, e-remit stamps, the cost each of which shall be equal to the hourly sum of the check off dues and hourly contributions required under the provisions of Articles V, VI, VII, VIII, IX and X of this Agreement, for each hour worked by the Employee. At the time provided for payment of wages in Article X hereof, the Employer shall deliver to each Employee, an e-remit receipt for each hour worked by the Employee during the pay period for which wages of the Employee were earned, and any payment or contribution dues and not paid shall thereafter be delinquent.

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 agencies designated 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, and to its International Union.

On or before the 10th day of the month, each Employer shall make a full and complete report of all contributions due the said trusts, all union check-off dues due the Union and the International Union of Bricklayers and Allied Craftworkers, and all payments due the Mason Contractors Association for the preceding calendar month. Any Employer who fails to make such a full and complete report on said date shall be considered delinquent.

Section 5. The Employer further agrees to make his books and records available for inspection as provided in the trust agreements referred to in Articles V, VI, VII, VIII and IX of this Agreement and further agrees that if reports required are not made or if the reports are inaccurately made the Employer will be liable for the reasonable expenses actually incurred by Benefit Plan Trustees to audit the records of the Employer.

Section 6. For the purpose of defraying the additional expense of handling the collection of delinquent accounts and to reimburse the fund or funds for being deprived of the use of all sums, any Employer who is delinquent in the reporting or in the payment of contributions to the trusts as provided in Articles V, VI, VII, VIII and IX, for a period for thirty (30) days shall be assessed an additional sum of ten percent (10%) of the amount of the delinquency or the additional sum of Ten Dollars (\$10.00) whichever is greater. Delinquent Employers for the second month of any delinquency shall be assessed an additional sum equal to two percent (2%) and the further assessment of two percent (2%) per month shall be made for any additional months that the Employer remains delinquent on any payment. The maximum amount which may be due and owing as service charge shall not exceed One Hundred percent (100%) of the amount due for any one pay period for which the Employer is delinquent. Service charge is defined as "liquidated damages." In the event that it is necessary to engage the services of an attorney for the purpose of collecting delinquencies, the Employer shall be liable for reasonable attorney fees, expenses and court costs made necessary by reason of said delinquency. If reports of Employers are not made or are inaccurately made, the Employer shall be liable for the reasonable expense of the auditor who shall audit the payroll records.

Section 7. Notwithstanding any other provision of the Agreement between the Employer and the Union, the Employer agrees that the Union shall have the right to terminate this Agreement temporarily and to strike and picket the Employer in the event that the Employer shall become delinquent in his payment under Articles V, VI, VII, VIII and IX or of wages, as agreed, and who shall refuse or neglect to pay all delinquencies in full within five (5) days after notice of such delinquency by the Union; such notice is to be sent by Certified Mail Return Receipt Requested, and is to be addressed to the Employer at the last address on the file with the Union. When the Employer shall have paid all delinquencies, this Agreement shall be reinstated and shall be in full force and effect according to the terms thereof.

Section 8. Any Employer who is a member of Bricklayers' Local Union No. 1 of Missouri of the I.U. of B.A.C. shall not return to the craft as a journeyman employee unless he shall have furnished proof to the Union that all obligations under this Agreement for wages, vacations, welfare and pension benefits shall have been satisfied in full, or unless he shall show to the satisfaction of the Union that arrangements for such payment shall have been made.

Section 9. It is agreed that the trusts or plans referred to in Articles V, VI, VII, VIII, IX and X of this Agreement or the trustees thereof, as the applicable law may provide, may sue the Employer as defined in this Agreement and any other person signatory to this Agreement as guarantors, for any delinquencies and penalties as provided in this Agreement or in the Trust agreements herein referred to.

ARTICLE XII: Miscellaneous

Section 1. Except as limited by the provisions of this Agreement, the traditional rights of management are reserved to the Employer, including the right to hire and direct the working forces, to discharge any workman at any time, to discharge a steward by following the provisions of Article VI, Section 5 of the Working Code and to discharge apprentices by following the provisions of Paragraph 23 of the Joint Apprenticeship Standards developed by Bricklayers'

Local No. 1 of Missouri and the Mason Contractors Association. The workmen so discharged shall be paid immediately upon the job, or in the case of the steward as determined by the Joint Arbitration Board and in the case of the apprentice as determined by the Joint Apprenticeship Committee.

Section 1a. Before starting a job of brickwork, block work, stone work, or tuckpointing, Contractors shall call the Union office requesting a Steward be appointed by the Union from the current employees on the job to represent the members of Union on all jobs of brickwork, stone work, block work, tuckpointing and tile work and shall not be discharged from fulfilling his duties. The caller shall give the location, type of work and time work is to be started. The language in this Section 1a. shall be added to Article VI of the Working Code.

Section 2. No work shall be done Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or before starting time or after quitting time without getting permission from the Secretary of the Union.

Whenever the recognized legal holidays fall on Sunday, they shall be observed on the following day.

Section 3. Employees shall be released from work at 4:00 p.m. with pay for the remainder of the day for the purpose of voting at all elections and primary elections for candidates for office of the State of Missouri, the City of St. Louis, Missouri and the United States.

Section 4. When paid parking is required on a particular job site, each Employee working on that job site will receive \$5.00 or his actual cost of parking, whichever is greater. Any amount over \$5.00 per day will require a receipt.

When an Employee is working in refractory construction at a site located in the Missouri Counties of Clark, Lewis, Marion, Ralls or Pike, the Employer shall pay the Employee, in addition to wages, a travel allowance of Thirty Dollars (\$30.00) per day for each day or fraction thereof worked unless the Employer is paying the Employee a maintenance allowance in excess of Thirty Dollars (\$30.00) per day.

Section 5. Insurance. All Employers of members of Bricklayers' Local Union No. 1 of Missouri of the I.U. of B.A.C., irrespective of the number of Employees, shall carry Missouri Unemployment Compensation Insurance, Missouri Workers' Compensation and Employers Liability Insurance and shall file a copy of each of the certificates of insurance issued with the Secretary of the Union.

Section 6. Employer hereby agrees to abide by and be governed by the Working Code of the Union approved May 1, 1987, and any amendments thereto. Contractor hereby acknowledges receipt of a copy of the Working Code.

There shall be no restriction on the use of Corner Poles. This sentence shall be added to the Working Code, and the Working Code shall be amended to delete any contrary provisions.

There shall be no limitation placed on the amount of work performed by employees.

As a consideration of the foregoing provision, any Employer whose major portion (90%) of brickwork is on residential single family dwellings, agrees to make every opportunity available to Apprentice Employees for instruction in the use of the level. The Trustees of the Bricklayers Local No. 1 Apprentice Fund shall have authority to move an Apprentice Employee to another Employer, provided the other Employer is willing and in agreement to accept the Apprentice Employee, to insure training of the Apprentice Employee in corner erection and use of the level.

Section 7. 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 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.

Section 8. It shall not be a violation of this Agreement for Employees covered by this Agreement to refuse to cross or to work behind a lawful primary picket line, recognized by this Union, which has been authorized and established by other Union or Labor Organizations, 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 9. Employers with Union Cards shall be able to work with tools of the trade on all jobs, provided that said Employer may only act as foreman on only one job per day where he or she lays brick, and if said Employer leaves that job for more than four (4) hours in an eight (8) hour day, another bricklayer shall be designated to act as foreman during his or her absence.

Section 10. The terms and conditions of this Agreement shall unless otherwise provided, herein commence on July 5, 2015 and continue in effect from and after the date of effectiveness to and including May 31, 2021 and thereafter from year to year provided neither party gives notice to the other of its desire to negotiate a new Agreement. Said notice shall be given at least sixty (60) days prior to the expiration of this Agreement.

Section 11. The terms of this contract shall be in full force and effect as to all Employees working under the jurisdiction of this Union who are sent outside of the jurisdiction by an Employer after they are hired.

Section 12. In the event that a conflict should arise between the terms of this Collective Bargaining Agreement and any collective bargaining agreement negotiated between the Mason Contractors Association of St. Louis and any other labor organization, this Collective Bargaining Agreement shall prevail.

Section 13. The parties agree that the "Working Code of the Bricklayers, Tuckpointers and Stone Masons of the International Union of Bricklayers and Allied Craftworkers, Local No. 1 of St. Louis, Missouri, AFL-CIO, as amended and as may hereafter be amended" is adopted by

the parties and is incorporated herein in entirety as part of this Collective Bargaining Agreement.

Section 14. The parties agree that the topic of research, development, and exploration of methods, practices, and procedures related to and directed toward the enhancement of productivity and work opportunities for the Employers and Employees of the masonry industry who are covered by this Collective Bargaining Agreement shall be part of the permanent agenda of the Joint Arbitration Board as referred to in Article III, Section 3, of said Collective Bargaining Agreement.

Section 15. Neither the Union nor the Employer shall discriminate in the referring or hiring of Employees because of age, race, color, religion, sex or national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

Section 16. 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.

Section 17. 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 governmental 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 other provisions of this Agreement shall remain in force and effect.

Section 18. The Union and its members agree not to strike, engage in work slowdowns or other interference with work during the life of this Agreement and the Employer agrees not to lock out employees during the life of this Agreement.

Section 19. Where dry cutting machines are used to cut terra cotta, brick or brick tile, cement, cinder blocks, or other masonry materials, the Employer shall furnish a NIOSH approved mask to cover the operator's nose and mouth, and also furnish safety goggles and hearing protection devices. Where wet cutting machines are used, the Employer shall furnish a pair of rubber gloves, rubber apron and dry elevated platform. All dry cutting machines used by bricklayers are to be furnished with an effective procedure to draw and keep away the dust at all times from bricklayers; and all cutting machines shall adequately be grounded before operated. Whenever furnished and required by the Employer, the Employee shall wear a safety helmet. It is understood that all employees shall be required to comply with these safety provisions.

Section 20. Most Favored Nations Clause. If during the term of this Agreement, the Union (defined as Local No. 1 of Missouri) enters into a collective bargaining agreement (not

including any agreement entered into by the International Union of Bricklayers and Allied Craftworkers where Local No. 1 of Missouri is named as a nominal party) with another industry employer or group of employers employing bricklayers, stonemasons, blocklayers, pointers, cleaners and caulkers and their apprentices in the City of St. Louis, and the Missouri Counties of St. Louis, Jefferson, Warren, St. Charles, Lincoln, Franklin and Crawford which provides for wage rates and/or economic fringe benefits and/or work rules and/or provisions more favorable to such employer or group of employers than the corresponding provisions of this Agreement, those more favorable provisions shall automatically be incorporated into this Agreement. The Union agrees to supply the Association with a copy of any such more favorable agreement promptly following its execution. If any contractor performing work of the type described above in the geographic area described above who is not now signatory to a collective bargaining agreement with the Union declines to become party to this Agreement, then any collective bargaining agreement to which such Contractor becomes party shall provide for a total economic package which is equal to or greater than the total economic package provided for in this Agreement. (The total economic package shall consist of all straight-time wages, benefits and other monetary payments under this agreement.)

Section 21. If at any time a Contractor becomes a member of the Mason Contractors Association of St. Louis or any other successor organization, the terms and conditions of this Agreement shall prevail and any other agreement will become null and void, provided that the Association furnishes proof of such agreement between the Contractor and the Association.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of July, 2015.

MASON CONTRACTORS ASSOCIATION
OF ST. LOUIS

BRICKLAYERS' LOCAL UNION NO. 1
OF MISSOURI AFFILIATED WITH THE
BRICKLAYERS' ADMINISTRATIVE
DISTRICT COUNCIL OF EASTERN
MISSOURI OF THE I.U. OF B.A.C.

By: _____

By: _____

TITLE

TITLE

EMPLOYER

Address: _____

EMPLOYER

By: _____

Phone: _____

TITLE

Date: _____

NOTE TO EMPLOYER:
CHECK YOUR STATUS HERE ,

- () corporation
- () partnership
- () sole proprietorship
- () joint venture

() other: _____
(specify)

**COLLECTIVE BARGAINING AGREEMENT WITH
BRICKLAYERS' LOCAL UNION No. 1 OF MISSOURI
AFFILIATED WITH THE BRICKLAYERS
ADMINISTRATIVE DISTRICT COUNCIL
OF EASTERN MISSOURI
OF THE I.U. OF B.A.C.
(July 5, 2015 – May 31, 2021)**

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