

**LABORERS  
MASONRY AGREEMENT**

Between the SPRINGFIELD AREA MASONRY CONTRACTORS consisting of South Barnes Masonry Inc., F.A. Enterprises, Inc., Thornton Masonry Enterprises, Inc. and Hardt Enterprises, LLC. hereinafter collectively referred to as the "Contractors" and WESTERN MISSOURI & KANSAS LABORERS' DISTRICT COUNCIL LOCAL UNION NO. 663 OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union."

WHEREAS, the Employees and the Employers have a common interest in the building industry and since a working system of harmonious relations is essential, and because progress in the industry demands the mutual confidence of both the Employer and the Employee, and as all will be benefited by continuous peace and common sense method of adjusting any difference, it is considered to be mutually advantageous to adopt this Agreement to obtain these ends.

Any gender reference by pronoun herein shall be considered as referring to both genders.

**ARTICLE I  
JURISDICTION OF WORK**

The Contractors recognize the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of Laborers Union Local No. 663 in the geographical area of this Agreement. It is also agreed that if a jurisdictional dispute should occur, involving the Union and another Union affiliated with the Contractors, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Contractors are unable to settle the dispute, the disputed work shall proceed as assigned by the Employer, and the problem shall be referred to the International Presidents of the unions involved, to seek a settlement by them or their assigned representatives

**ARTICLE II  
JURISDICTION OF AGREEMNT**

The area covered by the Agreement shall include the following counties in Missouri: Barry, Christian, Dade, Dallas, Douglas, Greene, Laclede, Lawrence, Ozark, Polk, St. Clair, Stone, Taney, Webster and Wright.

**ARTICLE III  
NO STOPPAGE OF WORK**

The parties agree there shall be no stoppage of work either by strike or lockout during the term of this Agreement and that any dispute which may occur between the parties shall be handled in accordance with the provisions provided herein.

**ARTICLE IV  
UNION SECURITY**

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 after the seventh day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued 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 in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union after the seventh day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person. Further, the failure of any person to maintain 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.

The Union agrees to indemnify the Employer and hold the Employer harmless from any final determination of liability to any Employee by reason of the discharge of such Employee if such discharge was caused and affected by a request by the Union as provided for in the preceding paragraph of this Agreement. At a written request from the Union for an individual employee's date of starting of employment, the Employer agrees to give in writing to the Union, the Employee's starting date. The Union shall not, however, be obligated to indemnify the Employer for any damages, expenses, or costs accruing, or incurred, in the defense of any claims which may be made without merit or justification.

## **ARTICLE V FRINGE BENEFIT PROGRAM – SUPPLEMENTAL UNION DUES**

**Section 1.** On all work covered herein, each Employer shall pay into the Construction Industry Laborers' Fund (hereinafter called the "Plan") the amounts as listed under Article VI, Classification & Wage Scale, for each hour worked (whether regular or overtime). Payments shall be made each month to the Plan for the following Fringe Benefits and Supplemental Dues as listed under Article VI:

- Health & Welfare
- Pension
- Supplemental Medical and Retirement Target (SMART) Fund
- Training/Apprentice
- Vacation (Must be added to Employee's gross wages for statutory withholding purposes)
- Drug Testing
- Supplemental Union Dues (Only if properly authorized according to Section 6 of this Article)

Such payments shall be made to the Plan's office not later than twenty (20) days after the end of each month on such form furnished to the Employer by the Trustees of the Plan and shall set forth the names, social security numbers and the hours worked by each Employee for whom payments shall have been made during the period and such other information as the Trustees desire. Upon receipt of said payments the Plan shall credit said payments to the account for the particular benefit for which payment has been made.

**Section 2.** In the event payment is not made to the Plan within twenty (20) days following the end of the month in which the work was performed, and because of such delinquency, claims for benefits are denied employees of such Employer who would have been eligible for benefits if the

Employer had not been delinquent, such Employer agrees to reimburse such employees or survivors of their estates in a amount equal to that which would have been paid by certificate through the Welfare Fund Office; provided, however, the foregoing shall not apply to the Contractors signatory to this Agreement, or South Barnes Masonry Inc., F.A. Enterprises, Inc., Thornton Masonry Enterprises, Inc. and Hardt Enterprises, LLC., unless such member has been notified prior to the occurrence of the event creating the claim for benefits by certified letter concerning the delinquency of payment due on behalf of such employee or employees by the Welfare Fund Office and the delinquent member Employer does not comply with the request for payment within ten (10) days.

**Section 3.** In the event that an Employer has failed to pay in full the amount owing to the Fringe Benefit Funds under this Article and such failure has continued fifteen (15) days, the Union may after at least one (1) weeks' notice in writing to the employer's main office and to the Laborers' District Council, direct the employees of such Employer to discontinue or refuse to work for such employer until all sums due from that Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the Trustees and may be exercised by the Union notwithstanding the arbitration provisions set forth herein.

**Section 4.** Be it resolved that liquidated damages be imposed on and received from all delinquent employers as such term is defined in the Collection Procedures as follows:

When reports or contributions are received more than sixty (60) days after the end of the calendar month in which the hours were worked, the employer shall pay and the Trustees collect as liquidated damages a minimum of five (5%) percent of each delinquent monthly contribution. Liquidated damages shall be imposed on such delinquent monthly contributions up to a maximum of twenty (20%) percent of each delinquent monthly contribution as follows:

- (a) Contributions received more than 60 days after the end of the calendar month in which the hours are worked, five (5%) percent.
- (b) Contributions received more than 90 days after the end of the calendar month in which the hours are worked, six (6%) percent.
- (c) Contributions received more than 120 days after the end of the calendar month in which the hours are worked, eight (8%) percent.
- (d) Contributions received more than 150 days after the end of the calendar month in which the hours are worked, eleven (11%) percent.
- (e) Contributions received more than 180 days after the end of the calendar month in which the hours are worked, fifteen (15%) percent.
- (f) Contributions received more than 210 days after the end of the calendar month in which the hours are worked, twenty (20%) percent.

Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

Interest shall be imposed on and received from delinquent employers as follows:

Interest on the unpaid contributions computed per annum at the rate prescribed in Section 6621 of the Internal Revenue Code. Interest shall apply and be assessed on all contributions which are received more than 60 days after the end of the calendar month in which the hours were worked. Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

The cost of the payroll audit shall be paid by the employer, at the Trustees discretion, if the audit discloses additional contributions to be due exceeding contributions actually paid by the employer

during the period covered by the audit.

The reasonable cost of audits is determined to be an hourly charge to be charged on the basis of the hours or parts thereof actually expended by the auditors in making such audit and as determined by the Trustees.

In addition to liquidated damages and interest, the following shall also be imposed on and received from the delinquent employer:

- (a) Reasonable attorneys' fees and cost of litigation; and
- (b) Reasonable cost of the audit.

**Section 5.** The Employers also agree to permit representatives of the Funds' office to examine payrolls, social security reports and other records necessary to determine amounts due the Funds' Office under this section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years. However, the Trustees for the Trust Funds incorporated by reference in this Agreement have the authority to make more frequent audits if there is evidence that the Employer is not making proper or timely contributions of said funds.

**Section 6.** The Employer shall DEDUCT from the Hourly Wages stated in Article VI of the Agreement, for all employees covered by this Agreement, who voluntarily sign proper and legal authorization for such withholding, the sum of ninety-five cents (\$0.95) per each payroll hour in the jurisdictional area of Laborers Local Union 663. Said sums shall be payable to the Plan as supplemental dues on behalf of such employees, and the reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefit programs required under this Agreement. If supplemental dues shall change in the duration of this Agreement, such changes shall be deducted from wages and/or benefits. Union shall provide thirty (30) day written notification of such changes to the Contractors. This Section shall be subject to enforcement provisions as set forth above.

## ARTICLE VI CLASSIFICATION AND WAGE SCALES

**Section 1.** Classifications of work are as follows: General Labor: Including handling and carrying of reinforcing steel, pumps of all types and heaters; cleanup including part of demolition crew. Mason Tender: Including Mortar Mixer and Forklift Operator. Certified Mason Tender as defined in Article IX Section 19.

### Section 2. Wages

	Hourly Wages	Health & Welfare	Pension	SMART Fund	Training	Vacation	Drug Test	*Supplemental Dues
<b>Effective 04/01/16</b>	<b>General Laborer</b>							
	\$21.28	\$6.85	\$3.15	\$0.25	\$0.43	\$1.00	\$0.05	(\$0.95)
<b>Effective 04/01/16</b>	<b>Mason Tender</b>							
	\$23.42	\$6.85	\$3.15	\$0.25	\$0.43	\$1.00	\$0.05	(\$0.95)
<b>Effective 04/01/16</b>	<b>Certified Mason Tender</b>							
	\$25.17	\$6.85	\$3.15	\$0.25	\$0.43	\$1.00	\$0.05	(\$0.95)

\*NOTE: Amounts listed under column one "Hourly Wages" includes \$0.95 (ninety-five cents) Supplemental Dues, which is to be deducted from employee's wages as stated in Article V, Section 6.

Effective April 1, 2017, there shall be a seventy-six cent (\$0.76) increase to General Laborer and a one dollar (\$1.00) increase to Mason Tender and Certified Mason Tender. Such increases are to be taken in wages and/or fringe benefits at union's request.

Effective April 1, 2018, there shall be an increase to General Laborer that will be determined by the Building Agreement and a one dollar (\$1.00) increase to Mason Tender and Certified Mason Tender. Such increases are to be taken in wages and/or fringe benefits at union's request.

For all projects not subject to a prevailing wage determination, the above Journeyman wage rate shall be reduced by two dollars (\$2.00). The wage rate for Apprentices who have at least 1,601 hours of credit shall be reduced to the same rate as Journeymen. The wage rate for Apprentices with 1,600 or fewer hours of credit shall remain unchanged.

If the Union desires to convert any of the wage increases to fringe benefits, it will serve written notice to the Contractors at least thirty (30) days prior to the effective date of any annual wage installment due.

**PREVAILING WAGE.** If prevailing wage is less than scale, the Union agrees to negotiate with the Contractors to come up with a wage that will be competitive. The new wage would be in effect for only that job and would not extend beyond two years. If there is a monetary increase during the duration of the job and the job lasts more than two years, the Contractors agree to begin paying the increase at the end of the two year period.

Employees working on free standing chimney and stacks which extend more than 40 feet high shall receive the following additional pay:

- \$1.00 per hour over the base rate of pay from the base of the chimney or stack column up to 100 feet high.
- \$1.25 per hour over the base rate of pay from 100 feet to 150 feet.
- \$1.50 per hour over the base rate of pay from 150 feet to 200 feet.
- \$1.75 per hour over the base rate of pay from 200 feet to 250 feet.
- \$2.00 per hour over the base rate of pay from 250 feet on up.

When employees are working in ditches, pier holes, foundations or other excavations eight (8) feet or more deep, they shall be paid an extra fifteen cents (\$0.15) above their regular scale. This paragraph shall be applicable when only the depth of such excavation is greater than the width.

## **ARTICLE VII APPRENTICESHIP**

**Section 1.** An apprenticeship program established effective November 1, 1987 as set forth in the Standards of Apprenticeship was developed by the The Builders' Association and Western Missouri and Kansas Laborers' District Council, for the trade of Construction Craft Laborers who are further defined and named under Article VI, sub-section "Classification" of this agreement. This apprenticeship program was placed into effect upon formal approval of the Department of Labor, Bureau of

Apprenticeship and Training (BAT) and appropriate state agencies. This apprenticeship program shall be a “Letter of Intent” type of program and shall be administered by the Joint Apprenticeship Committee comprised by an equal number of members of the Builders’ Association and the Western Missouri and Kansas Laborers’ District Council. The Apprenticeship standards of the Western Missouri and Kansas Laborers’ District Council Joint Apprenticeship Committee approved by the Kansas Apprenticeship Council and/or the Bureau of Apprenticeship Training of the United States Department of Labor are hereby incorporated by reference as part of this Agreement. Effective April 1, 2006, all new applicants for membership shall enter the Apprenticeship program. Any applicant that can provide reasonable proof of previous employment as a Construction Craft Laborer (or, alternately demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee, JATC, shall enter the Apprenticeship program at a percentage of no higher than eighty percent (80%).

**Effective April 1, 2014** - The Apprenticeship three (3) year program for all classifications will be implemented as follows:

<u>Hours of Credit</u>	<u>Scale</u>
0 - 800	70% of Journeyman Scale
801 - 1,600	75% of Journeyman Scale
1,601 - 2,400	80% of Journeyman Scale
2,401 - 3,200	85% of Journeyman Scale
3,201 - 4,000	90% of Journeyman Scale
4,001 - 4,800	95% of Journeyman Scale
Over 4,800	100% of Journeyman Scale

The definition of hours of credit is hours of actual work plus credit for school attendance as defined in the Apprenticeship Standards.

**Section 2.** The rates of wages for Apprentices are based on a reduction from the General and Skilled Laborer Classification rates of pay as established in the area Collective Bargaining Agreement.

**Section 3.** Employers shall pay apprentices the full fringe benefits package as described in this contract.

**Section 4.** The employer may employ one (1) Apprentice whenever three (3) Journeymen (including Foreman) are employed within the jurisdiction of this Agreement and at a ratio of three to one thereafter. Any employer who does not normally employ three (3) Journeymen may employ one (1) Apprentice for up to 25% of the total Journeyman hours worked in the previous year.

**Section 5.** It is agreed that apprentices should, when possible, be moved by the employer to different types of operations so as to become adept in a variety of operations and construction craft laborer skills.

**Section 6.** No person who has previously worked as a journeyman laborer shall be eligible for this apprenticeship program. Decisions concerning apprentice wages and advancements shall be made by the Joint Apprenticeship Committee.

**Section 7.** No apprentice shall be eligible for Journeyman status until they complete their apprenticeship as required by the Apprenticeship Standards as administered by the Western Missouri

and Kansas Laborers' District Council Joint Apprenticeship Committee. Upon the failure of an apprentice to maintain his or her apprenticeship status in accordance with the apprenticeship standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee, the Joint Apprenticeship Committee shall notify, in writing and by certified mail, return receipt requested, the Union, the Employer and the Apprentice of such failure. Any person failing to maintain and complete their apprenticeship in accordance with the apprenticeship agreement and the apprenticeship standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee shall not be employed by the employer as a journeyman under this agreement. The failure of any apprentice to maintain his or her apprenticeship status, in accordance with the apprenticeship standards of Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee, shall obligate the employer to discharge such person upon notice from the Union that said person has failed to maintain his or her apprenticeship status. An apprentice shall not be penalized for taking off from work to attend offsite apprenticeship training (though time off for training is unpaid).

**Section 8.** The Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee may upon seven (7) days written notice to an employer party to this agreement, transfer any and all apprentice and/or refuse to permit employment of apprentices by any employer which employs any person who has failed to maintain their status as an apprentice, in accordance with the Apprenticeship Standards adopted by the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee and in violation of this article XVIII.

**Section 9.** The Union agrees to indemnify the Employer and hold the employer harmless from any final determination of liability to any employee, by reason of the discharge of such employee if such discharge was caused and affected by a request by the Union, as provided for in the preceding paragraphs of this Agreement. At a written request from the Union for an individual laborer's date of starting of employment, the Employer agrees to give to the Union in writing, the Laborer's starting date.

## **ARTICLE VIII HIRING PROCEDURES**

**Section 1.** The Employer agrees 75% of the employees employed on any project shall be residents of the area of this Agreement if available.

**Section 2.** The Employer agrees he will request referral of applicants from the Union for all job openings and vacancies except as provided in the following paragraphs of this Article.

**Section 3.** The Union shall make such referrals on a non-discriminatory basis and shall have 24 hours to fill the Employer's request for such applicants, and failing to do so within that period, the Employer may secure such from any source available to him.

**Section 4.** The Employer may employ one employee or 25% of the employees on any job (whichever is the greater) without any restrictions whatsoever except as set out in Article IV and X of this Agreement.

**Section 5.** In Addition to the above 25%, the Employer may employ at any time any employee who has previously performed work covered by this Agreement (a total of 60% of the working days the preceding 12 months) in the area of this Agreement for any employers who are party to this Agreement, without prior Union notification or referral.

**Section 6.** The Employer shall have the prerogative to refuse the referral of named individuals for cause.

**Section 7.** Provisions of this Article shall not be applicable to residential construction except Section 1.

## **ARTICLE IX WORKING RULES**

**Section 1.** Safety — Employer agrees to take every reasonable precaution in the matter of safety including availability of suitable first aid supplies on all projects. Recognizing that safety is basically a personal responsibility the Union agrees to the mandatory wearing of hard hats or use of other safety devices whenever prescribed by the Employer, under penalty of dismissal. If any employee is injured on the job and is able to return to the job not later than the regular starting time of the following day no time shall be deducted from the employee's pay because of time lost caring for said injury.

The Union agrees that every laborer on a construction project should take the Red Cross training. The Employer has the right to require the laborers employed on his project to attend the Red Cross Training Program and carry the card with him. The Employer also agrees that laborers with Red Cross training cards will be given special consideration in case of layoffs.

**Section 2.** The following days shall be recognized as holidays with work performed on these days being paid for at double-time rates as provided below:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas.

If any of the above holidays fall on Sunday, Monday will be observed as the holiday. If any of the above holidays fall on Saturday, Friday will be observed as the holiday.

**Section 3.** Employees ordered to work shall be put to work at the time ordered to report for work or be allowed one (1) hour's pay, (weather and conditions beyond the Employer's control permitting), and employees starting to work must be allowed no less than two (2) hours' pay (weather and conditions beyond the Employer's control permitting). When employees are unable to work because of the strike of some other craft, the show-up time provisions of this Agreement shall not apply.

**Section 4.** Flexible Starting Time. The regular workday starting time of 7:00 a.m. (and resulting quitting time of 3:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 8:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and on-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week, provided that it does not conflict with federal, state, or local regulations or laws.



When the four (4) ten hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m., exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and /or Saturday may, at the option of the Employer, be worked as make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer.

When the five day eight (8) hour work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

The Employer shall have the option of changing the regular work day or work week on any job, when conditions as stipulated by the owner or the operating authority require accommodations by the Employer.

If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather.

**Section 5.** Employees shall report to the site of work where the job is located within the jurisdiction of this Agreement. If the laborer is required at a second job site in the same day the company will furnish transportation or mileage to the second job site. This will not apply to any moves made within the same county.

**Section 6.** No work shall be done on Labor Day except to save life or property.

**Section 7.** When Employees are required to work through the noon period they shall be paid time and one-half times the regular rate of pay for the entire noon period, unless employees are given a 30-minute lunch period to be taken no sooner than 11:00 a.m. and end no later than 1:00 p.m.

**Section 8.** On jobs that cannot be performed during the regular work day, including heavy traffic areas such as offices, retail stores and shopping centers, work may be performed at the regular hourly rate and the time limitations found elsewhere in this Article shall not be applicable. All other work rules and other provisions of this Agreement shall apply when such work is being performed. Before starting any such project prior notification must be made to the appropriate local union office. All such work in excess of eight hours daily shall be at the appropriate overtime rate. This paragraph shall not apply to any project where work is being performed under International Agreement, Project Agreement, Maintenance Agreement, etc.

**Section 9.** Two (2) or three (3) shifts shall be permitted provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall receive eight (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall receive eight (8) hours' pay.

**Section 10.** The Employer shall furnish rubber boots when employees are working in water, sloppy concrete or mud that warrants the same; also rubber coats when employees are working in rain or where water drips on them. The employee shall sign for the items and if the items are not returned in

good condition, less normal wear and tear, then the cost for replacement shall be deducted from the employee's check.

**Section 11.** The Employer shall furnish drinking water and sanitary drinking cups at all times. Ice water will be furnished when needed.

**Section 12.** It shall be the right of the Employer to name an established weekly pay day of his choosing. Not more than six (6) days shall be held back from the employee's pay check for any pay period. Pay check shall be delivered to employee at jobsite. Each pay check shall have a stub showing the number of straight time hours, the number of overtime hours, and the total number of fringe benefits being paid. If employees are compelled to wait after 4:30 p.m. for their pay they shall be entitled up to eight (8) hours straight time rate of pay for every twenty-four (24) hours waiting time, provided the delay is occasioned by willful negligence of the employer or his agents. In the event of layoff or discharge or if the employee quits of his own accord, the employee shall be paid on the next regular pay day.

**Section 13.** All employees shall be given sufficient time to store tools before regular quitting time.

**Section 14.** No time shall be docked employees while waiting for material after starting to work.

**Section 15.** Mason tenders shall not be required to carry material over poorly constructed ladders, runways, etc., or to carry materials around piles of waste around buildings.

**Section 16.** The Employer shall furnish all tools necessary for the carrying on of any work pertaining to tending masons.

**Section 17.** Any employee found willfully misusing or destroying any tools of the Employer shall pay for the same or be discharged. Employees will not be required to carry leaky hods.

**Section 18.** Mason Tender Foreman will be responsible for the daily tasks of all mason tenders. Foreman will be responsible for making sure the proper number of mason tenders are present each day and will be responsible for hiring and firing of mason tenders. Mason Tender Foreman position starts when three (3) or more laborers are on a crew. The pay rate for this position will be one (1) hour's pay plus fringes added to the gross pay for each day worked. On crews with more than seven (7) laborers the foreman pay rate will be 1 ½ hours pay plus fringes added to the gross pay for each day worked.

It shall be the duty of all mason tenders to obey orders of the mason tender foreman. All mason tenders shall perform any part of the work requested of them by the mason tender foreman. No mason tender shall refuse to perform any duty requested of him by the mason tender foreman.

**Section 19.** Certified Mason Tender - To be eligible for "Certified Mason Tender" wages employee must take, pass and stay current on the following: CPR & First Aid; Scaffold User-Builder; OSHA 10-hour Safety; Rough Terrain Forklift and General Masonry classes. Employee must also perform and maintain regular attendance.

**Section 20.** The Employer shall use such amount of employees necessary to tend the masons.

**Section 21.** The cleaning and clearing of all debris, created by the work of the mason and the

plasterer shall be the work of the mason tenders or laborers.

**Section 22.** Employer shall furnish statement of earnings and deductions on all pay checks for employee's record.

**Section 23.** Employees working four (4) hours or more over the regular work day shall have one (1) hour time out for lunch with deduction of pay.

**Section 24.** No employee shall remain at the shop when not employed unless he receives full time pay.

**Section 25.** The Employer may require the employee to attend a minimum of twenty-four hours of safety, 1<sup>st</sup> aid, OSHA, or any other industry upgrading classes per calendar year. Cost of the classes will be the Employer's responsibility. The twenty-four hours of industry upgrading classes will be uncompensated.

## **ARTICLE X SUBCONTRACTING**

**Section 1.** The Employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to Employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

**Section 2.** In the event the Employer party to this Agreement subcontracts work, the subcontract shall contain the requirement that the employees of the subcontractor performing such work shall receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

**Section 3.** Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or Employer or otherwise require the disruption of any existing business relationship with any other employer or person.

## **ARTICLE XI NEW EMPLOYEES**

Employers shall notify the Union by mail of new employees hired at the time such employee receives his first pay check if such employee was not an applicant referred for employment by the Union.

A new hired employee will be encouraged by the Employer and the Union to go through the training program established in this Agreement.

## **ARTICLE XII UNION REPRESENTATIVES**

**Section 1.** The Business Representative of the Union shall be allowed to visit all jobs. Upon

request of a Business Representative the Employer shall furnish satisfactory proof of wages paid to employees.

**Section 2.** The Union may appoint an employee to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

**Section 3.** The steward shall be working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

**Section 4.** If overtime work is required, the steward shall be one of the employees who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees, in the event of reduction of the work force, that the Employee appointed as steward remains on the job as long as there is work of his craft which he is capable of performing, except for foreman.

**Section 5.** The Employer must notify the local union office before transferring a steward or terminating a steward's employment except in emergency cases. In case of dispute at the time of notification the Employer and the Business Representative of the Union will meet prior to the employment of the steward on the following working day.

### **ARTICLE XIII EMPLOYER RESPONSIBILITIES**

Employer shall comply with applicable state and federal laws pertaining to Social Security and Withholding tax and shall carry Workmen's Compensation, Employer's Liability Insurance.

### **ARTICLE XIV ARBITRATION**

**Section 1.** There shall be no stoppage of work for any reason whatsoever. Any differences that may occur between an employer or employers and the Union or differences between the Contractors and the Union shall be handled in accordance with the following procedure.

Any differences will first be discussed by and between the parties involved and/or the Steward, Superintendent or Employer. If the matter cannot be adjusted at the job level it shall be referred by either party to a representative of the Union and a representative of the Contractors. Any agreement reached in this second step will be final and binding on all parties. If however, the representatives of the Union and the Contractors cannot settle the matter satisfactorily it may be referred by either party to the third step Arbitration Board, consisting of three members appointed by the Contractors and three members appointed by the Union.

If these six members cannot settle the matter within ten (10) days they will choose a neutral third party who shall act as arbiter and the decision of the arbiter shall be final and binding upon both parties and must be in writing. If the six-man Arbitration Board cannot agree on an arbiter either the Contractors or the Union may request a list of five potential arbiters from the Federal Mediation and

Conciliation Service, and after each side has struck two names the remaining name on the list will become the arbiter and his decision will be final and binding and must be in writing.

Any expenses involved in meetings or arbitration from the third step on will be paid by the losing party.

**Section 2.** Any Employer may receive the benefits and assume the obligations of this Agreement by signing and accepting this Agreement.

**Section 3.** The provisions of this Article shall not apply to any Employer other than South Barnes Masonry Inc., F.A. Enterprises, Inc., Thornton Masonry Enterprises, Inc. and Hardt Enterprises, LLC., who agrees in writing to adopt, ratify and comply with the terms of this Agreement unless such Employer is a subcontractor of South Barnes Masonry Inc., F.A. Enterprises, Inc., Thornton Masonry Enterprises, Inc. or Hardt Enterprises, LLC., and then only during the period and on the project where the subcontractor relationship exists.

## **ARTICLE XV NON-DISCRIMINATION CLAUSE**

It is the intention of the parties hereto to fully conform with all applicable laws and regulations and if any clause, or clauses of this Agreement be voided because of illegality it shall not affect the balance of the Agreement which shall remain in full force and effect and the parties agree that if and when any clause or clauses are declared illegal they shall immediately get together to the end that they may negotiate and agree upon a clause, or clauses, to replace those that have been declared illegal.

The employers and Union agree they will not discriminate against any employee or applicant for employment because of race, sex, age, religion or national origin and they will comply with all applicable anti-discrimination laws and regulations which apply to them. Whenever the masculine gender is used in this Agreement it shall apply with equal force and effect to the feminine gender.

## **ARTICLE XVI DRUG AND ALCOHOL TESTING**

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement as may be amended and restated from time to time. As a condition of employment, an employer may require an employee to present a CISAP drug card and be in good standing in the CISAP program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any employer may require testing for drugs and/or alcohol for any employee who has been involved in an accident on the job or when the Employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place, or prior to hiring a new employee. Such drug and/or alcohol test shall be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the Employer who uses or acts upon it and such Employer shall hold the Union harmless from any liability that results there from and from the cost of any litigation involving the use of such tests or any acts by the Employer as a consequence of such tests.

**ARTICLE XVII**

**TERM**

This Agreement shall be effective April 1, 2016 and shall remain in full force and effect until and including March 31, 2019. Further it shall be automatically renewed from year-to-year thereafter unless sixty (60) days written notice of desire of change or modification of the Agreement is served by either party upon the other prior to March 31, 2019, or any succeeding expiration date.

**SPRINGFIELD AREA MASONRY CONTRACTORS:**

**LABORERS' LOCAL UNION 663 OF THE LABORERS' INTENATIONAL UNION OF NORTH AMERICA**

**Contractor: South Barnes Masonry, Inc.**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: PO Box 233 – 505 S. Walnut  
Clever, MO 65631  
Phone: (417) 743-3222  
Fax: (417) 743-2955

**Contractor: F.A. Entepriises, Inc.**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Contractor:Thornton Masonry Enterprises, Inc.**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Contractor: Hardt Enterprises, Inc.**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_