

MEMORANDUM OF AGREEMENT

Between

**THE MASONRY INSTITUTE
OF SOUTHERN ILLINOIS**

AND

**THE TWELVE COUNTIES SOUTHWESTERN
ILLINOIS LABORERS' DISTRICT COUNCIL**

**And it's affiliated Local Unions
Of the Laborers
International
Union of North America**

Effective

August 1, 2016 thru July 31, 2019

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MEMORANDUM OF AGREEMENT

ARTICLE I **Parties to Agreement**

THIS MEMORANDUM of Agreement made and entered into by and between the MASONRY INSTITUTE OF SOUTHERN ILLINOIS, on behalf of those Employers that have assigned to them their bargaining rights, hereinafter known as the "Employer"; and the TWELVE COUNTIES SOUTHWESTERN ILLINOIS LABORERS' DISTRICT COUNCIL, and its affiliated Local Unions of the Laborers' International Union of North America, hereinafter known as the "Union".

Any Employer not authorizing the Association to bargain as referred to above may receive the benefits and assume the obligations of this contract with the Union by signing an exact contract and by agreeing to be bound by the terms, conditions, wages, and fringe benefits thereof.

ARTICLE II **Territory Covered**

It is agreed that this Contract shall cover all of the following Local Unions located in these Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair, and Washington, which include: Alton Local 218, Belleville Local 459, Carlyle Local 581, Collinsville Local 44, Columbia Local 196, Greenville Local 622, Hillsboro Local 1084, Wood River Local 338, O'Fallon Local 670, Mascoutah Local 742, Granite City Local 397, and East St. Louis Local 100.

ARTICLE III **Recognition - Hiring**

Section 1. The Employer recognizes the Union as the representative of all Laborers in its employ as the exclusive collective bargaining representative of Laborers for Building, Heavy and Highway Construction in its employ on all current projects and projects hereinafter undertaken within the territorial jurisdiction of these unions.

Section 2. All present employees of the Contractors who are members of the Union on the date of the execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the National Labor Relations Act as amended (1947). All other present employees shall, as a condition of employment make application for and remain members of the Union within thirty (30) days following the effective date of this Agreement and shall

maintain such membership during the term of this Agreement subject to provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947). All new employees shall, as a condition of employment, apply for membership in the Union within thirty (30) days after hire or date of execution of this Agreement, whichever is later, and shall maintain membership in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

Section 3. In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and the Union agree that:

- a) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.
- c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. Application must be signed and dated by the applicant in addition to the above name, telephone number and social security number. The Union shall not assume any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to timely provide information and documentation may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".
- d) The Union shall establish a time, day and place for registering for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.
- e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because

they have been discharged or rejected by any other employer subject to this agreement.

- g) The Employer in requesting referral of applicants shall specify to the Union such information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.
- i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.
- j) Referrals shall be made from those duly registered applicants who are present at the Union hall at the time of referral.
- k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.
- l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.
- m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.
- n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

o) On any project where there is a question of transfer of Laborers, that question will be resolved by a job conference prior to commencement of a project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Any Employer working in the geographical area of one of the Local Unions signatory to this Agreement shall be entitled to one (1) keyman under the following conditions:

- 1) This provision for a keyman will only be applicable on residential and commercial work only, no industrial work.
- 2) The keyman must be a member in good standing of one of the affiliated Local Unions signatory to this Agreement for a period of not less than one (1) year.
- 3) The keyman shall have twelve (12) months experience working as a mason tender for the Employer during the past three (3) years.
- 4) The Employer shall be allowed only one (1) keyman working in any Local Union's jurisdiction at any one time, per project.
- 5) Keyman's wages and fringe benefits shall be paid according to the addendum of this Agreement per the Local Union where the keyman maintains his/her membership.
- 6) When the keyman is to be the first man on the job the Local Business Manager must be notified at a pre-job conference.
- 7) When the keyman is brought in after the normal starting time the Local Business Manager must be notified before the start of the keyman's second day of work.
- 8) The Employer will supply the District Council with a list of his employees and those designated as keymen on each anniversary date of the contract.
- 9) It shall be the responsibility of the Employer's keyman to report to the appropriate Local Union prior to starting work.

- 10) Certified mason tenders will be considered for dispatch.
- 11) Pointing and cleaning for mason tenders when mutually agreed upon.

Parties to this Agreement shall apply provisions of this section in a good faith manner.

- p) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.
- q) The Union shall maintain records of all job referrals that shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.
- r) There shall be no discrimination against any employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

Section 4. ARBITRATION: An applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision that shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

Section 5. This Article contains the entire understanding and agreement of the parties with respect to the referral of applicants, and any changes in this article by addition, deletion, amendment or modification must be reduced to writing and executed by both the Employer and the Union.

Section 6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Union's application of this section.

ARTICLE IV
Jurisdictional Disputes

It is agreed that any jurisdictional dispute arising on any job covered by this agreement shall be processed according to proper procedures of the crafts involved. There shall be no work stoppage because of such dispute.

ARTICLE V
Wages and Fringe Benefits

Wages for the term of this Agreement shall be as follows:

Effective	<u>08/01/16</u>	<u>08/01/17</u>	<u>08/01/18</u>
	\$52.92	\$54.32	\$55.72

High time on stacks and towers shall be paid an additional rate per hour, as follows:

Laborers working fifty feet (50') and up to one hundred feet (100') shall receive an additional twenty-five cents (\$.25) per hour above the base rate.

Laborers working one hundred feet (100') or over shall receive an additional forty-five cents (\$.45) per hour above the base rate.

Any part of the negotiated wage increases may be taken in fringe benefits (Welfare, Pension, Annuity, and/or Vacation), provided the Local Union gives written notice to the Association and the District Council ninety (90) days in advance of such increases becoming due and payable.

Section 1. The rates listed are inclusive of all Welfare, Pension, Annuity, Training, LECET, MIF and/or Vacation Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The Employer agrees to make such hourly contributions to properly trusted Welfare, Pension, Annuity, Training, LECET, MIF and/or Vacation Funds as shown on Schedules A, B, and C.

Section 2. Any part of the negotiated wage increases may be taken in fringe benefits (Welfare, Pension, Annuity, and/or Vacation), provided the Local Union gives written notice to the Association and the District Council ninety (90) days in advance

of such increases becoming due and payable.

Commencing August 1, 2016, the Employer agrees to make payments to the Central Laborers' Pension Fund and be bound by the Central Laborers' Pension Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2016, the Employer agrees to make payments to the Central Laborers' Welfare Fund and be bound by the Central Laborers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Welfare Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2016, the Employer agrees to make payments to the Central Laborers' Annuity Fund and be bound by the Central Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Annuity Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2016, the Employer agrees to make payments to the Southern Illinois Laborers' & Employers' Welfare Fund and be bound by the Southern Illinois Laborers' & Employers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Laborers' & Employers' Welfare Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2016, the Employer agrees to make payments to the Southwestern Illinois Laborers' Annuity Fund and be bound by the Southwestern Illinois Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' Annuity Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2016, the Employer agrees to make payments to the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program and be bound by the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program eighty cents (\$.80) per hour for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Dues Check-Off: Upon receipt of any employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wage fifty-five cents (\$.55) for each hour worked for District Council Union dues, and the applicable rates set by each local union for Local Union Dues Check-Off. The Employer shall remit the amount so deducted monthly together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15th) of the following month, covering the hours worked the previous month.

Voluntary Contribution to Laborers' Political League: The Employer shall, upon written receipt of a proper assignment executed by an employee, deduct the amount of ten cents (\$.10) per hour for each hour worked for a voluntary contribution to the Southwestern Illinois Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement in existence between the Employer and the Southwestern Illinois Laborers' District Council and /or it's affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be revocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or it's affiliated Local Unions, whichever shall be shorter, unless written notice is given by the employee to the Southwestern Illinois Laborers' District council and the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or it's

affiliated Local Unions, whichever comes sooner. The Employer shall remit the amount so deducted monthly together with a list showing the names of the Laborers from whose pay deductions were made and the amount deducted.

Commencing August 1, 2016, the Employer agrees to make payments to the Masonry Institute of Southern Illinois at the rate of five cents (\$.05) per hour for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

The parties to this Agreement hereby incorporate into this Agreement the National Apprenticeship Standards, including the Local Model Standards, (hereinafter referred to as "Standards") which have been developed by the Laborers-AGC Education and Training Fund for the Apprenticeable Occupation of Construction Craft Laborers, as registered and approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, including any amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

The Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned standards. The Joint Apprenticeship Training Committee shall administer the Apprenticeship program. The employer and the union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

Commencing August 1, 2016, the Employer agrees to make payments to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.) and be bound by the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust fifty-three cents (\$.53) per hour for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

The wage rates given in Appendix, excluding Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET and MIF Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415 consistent with the Revenue Ruling issued on November 21,

1997. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislative action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the parties shall be unaffected thereby and shall otherwise in full force and effect.

ARTICLE VI **Work Hours and Overtime**

Both parties hereto agree that a day's work shall be performed between the hours of 7:30 a.m. and 12:00 Noon, and 12:30 p.m. and 4:30 p.m. Forty-two and one-half (42 1/2) hours shall constitute one week's work. Different agreement may be made between the Employer and the Business Representative of the Local in whose jurisdiction the work is being performed regarding the starting and quitting time. When employees are required to work more than two (2) hours after the regular quitting time, they shall be allowed one-half (1/2) hour for supper with pay, and shall be allowed thirty (30) minutes with pay at every four (4) hour interval thereafter. Any time worked by an employee on Saturday or before 8:00 a.m. and/or after 4:30 p.m. Monday through Friday shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay. Any time worked on Sundays or holidays shall be compensated at double the regular hourly rate of pay. Where the owner requires work to start outside of the normal work hours because of contractual requirement or business necessities, employees, who have not worked that day shall receive premium pay of Two Dollars (\$2.00) per hour over and above the regular rate of pay in lieu of the overtime rate. This provision for Two Dollars (\$2.00) premium pay in lieu of the overtime rate shall only be applicable when both parties to this agreement at a pre-bid or pre-job conference have agreed it upon. After eight (8) hours work at the premium rate these premiums shall be added to the regular rate to compute overtime pay. For purposes of grouting only, lunch hour can be any time between 11:00 a.m. and 1:00 p.m. The union and employer jointly agree to discuss remedial measures pertaining to residential work.

Mason tenders working for P.C.C. contractors will not require early start. Forty hours shall constitute a regular work week. All tenders to Brick Mason shall receive one-half (1/2) hour starting time at the applicable overtime rate of pay.

ARTICLE VII **Holidays**

Holidays recognized under this Agreement are New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day proclaimed by

authority as a National holiday. The aforementioned holidays will be observed on the dates prescribed by Federal Law. When a holiday falls on Sunday, the following Monday shall be observed. The holidays shall be coordinated with the Bricklayers.

ARTICLE VIII **Shift Work**

Section 1. When two or three shifts are worked, shift work must be carried on for three or more days. When two 10 hour shifts are worked, first 8 hours are at straight time and last 2 hours at overtime. When three shifts are worked, three 8 hour shifts will be worked being: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. (midnight), and 12:00 a.m. (midnight) to 8:00 a.m. The rates for the second and third shifts shall be as follows: the 4:00 p.m. to 12:00 a.m. (midnight) shift shall receive fifty cents (\$.50) per hour premium and the 12:00 a.m. (midnight) to 8:00 a.m. shift shall receive seventy-five cents (\$.75) per hour premium. All shifts are to be compatible with the bricklayers.

Section 2. When shift work is discontinued after three (3) days, all shifts shall be so notified prior to the beginning of the first shift that the first, second and/or the third shifts will not be worked that day. If not properly notified, then all shifts shall report to work and be paid for their full shift, except of inclement weather.

ARTICLE IX **Foremen**

Section 1. Both parties hereto agree that, when three Mason Tenders are employed on the job, one shall act as Mason Tender foreman, at fifty cents (\$.50) per hour above the base rate of pay and shall remain a working foreman until ten (10) men are employed, at which time he shall become a non-working foreman. Be it further understood and agreed that a job employing ten (10) Mason Tenders and up to twelve (12), the working foreman shall become a non-working foreman, and that a working foreman to be selected to take his place at the foreman's rate of pay. All employees working under this agreement shall take their working instructions from the foremen. Non-working foremen shall receive One Dollar (\$1.00) per hour above the base rate. For every ten (10) Mason Tenders thereafter, there shall be another working foreman. When three (3) foremen are employed, one shall be classified as a General Foreman at the rate of One Dollar and fifty cents (\$1.50) above the Mason Tender's rate. When forty (40) or more mason tenders are employed another non-working foreman shall be appointed.

In addition to the above, the Employer shall have the option of designating one mason tender as a lead man. In the event that this option is exercised, the lead man shall be paid a premium of

forty cents (\$.40) per hour and the working foreman shall be paid sixty five cents (\$.65) per hour instead of fifty cents (\$.50) per hour. It shall be the duty of the lead man to coordinate the implementation of specific methods and means of work that are the common practices of the Employer. In addition to his other duties, the foreman shall direct the implementation of these work practices.

Section 2. Foremen shall be selected by the mutual consent of the Business Representative and Employer. Craft Foremen and General Foremen supervising crews of employees from one craft shall be selected from those who are qualified craftsmen within the craft being supervised, i.e., from within the group of employees comprising the bargaining unit covered by this collective bargaining agreement.

The parties to this agreement shall apply provisions of this section in a good faith manner.

Section 3. An employee and/or employees from within the group of employees comprising the bargaining unit covered by this collective bargaining agreement shall not be discharged or fired, etc., by anyone other than the Employer or Employers or one who is solely employed in the capacity of a Superintendent or Brick Foreman.

ARTICLE X

Pay Day

Section 1. Pay shall be in the form of cash or payroll check. Pay shall be by Friday at 4:00 p.m. If not paid by 4:30 p.m. on Friday, Mason Tenders shall receive waiting time, which shall be at the rate of overtime until they are paid. At no time shall over three (3) days be held back.

Section 2. If weather conditions do not allow Mason Tenders to work on payday, they shall be paid not later than 10:00 a.m. or shall receive waiting time until they are paid.

Section 3. A Mason Tender being laid off shall be paid immediately or if mailed, postmarked within 24 hours or he shall receive waiting time, which shall be at the rate of overtime.

Section 4. Any Employer that is requested by the District Council shall post a bond in an amount in excess of his weekly payroll, and shall deposit in a local bank the amount of his weekly payroll. There shall be no bank charges to the employee.

Section 5. Newly hired employees, when called on a job and not put to work, shall receive four (4) hours' pay if the job is in operation. Employees shall receive starting time if called from the Hiring Hall after the regular starting time. This shall not apply if weather conditions will not permit the Employer to work,

or the job is not in operation at the regular starting time, nor if the man is a replacement because of injury, sickness or a man's being discharged. When employees are requested to remain on the job, they shall be paid from the starting time until they are sent home. When employees are sent home because of bad weather and are instructed to report back to work at noon, they shall be paid not less than the full afternoon's pay, regardless of weather, if they report back.

ARTICLE XI

Steward

Section 1. No employee of this Union will be allowed to work on any job where the Business Manager is denied the privilege of interviewing employees while at work. If the steward on any job should be discharged, the Business Manager must be notified at once. No job can be stopped without the consent of the Business Manager.

Section 2. The steward shall be appointed by the Business Manager and shall not be discriminated against for the performance of his duties. The steward shall not be removed from the job or terminated except for just cause. The steward shall be offered the opportunity whenever any work in Mason Tender jurisdiction is performed.

ARTICLE XII

Safety, Insurance and Job-Site Injury

Section 1. Employer shall furnish proper apparel to employees when they are working with acid in a plant or when employees' clothing and/or shoes are damaged by any acid on the plant job, the employee will be compensated for such loss. Employer is to be notified of such loss within seventy-two (72) hours.

Section 2. All employees shall adhere to all Federal and State safety laws, and the Employer's Safety Policy where not in conflict with such Federal and State laws.

Section 3. The Employer shall carry Illinois Workmen's Compensation Insurance and shall provide a certificate of such coverage when requested by either party signatory hereto. Said Employer shall also further elect to come under the Illinois State Unemployment Insurance Act and pay Unemployment Compensation on all employees.

Section 4. The Union, at it's option, at the Pre-Job Conference may demand the Employer to secure and maintain a Surety Bond in the minimum amount of \$25,000.00 to guarantee payment of all wages, fringes, and contributions provided for herein and

shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section and the party in error shall pay for any expenses incurred.

Section 5. The selection of the doctor for anyone working under this agreement who is injured on the job shall be by the injured individual, if desired, and the Employer and Union shall send notices of this privilege to the hospital in the area of the job site. The Employer shall pay all medical, surgical, and hospital expenses. If the individual is unable to return to work, he shall receive pay for a full shift, provided he has a doctor's slip. The Union Steward will accompany the injured Employee to the doctor or hospital and notify the Employee's next of kin. The steward shall be paid for the time spent in taking care of the injured individual.

ARTICLE XIII

Craft Jurisdiction

Mason Tenders shall have the jurisdiction of all work in mortar mixing by hand or by any other process; all material used by the Masons; the building and wrecking of scaffolds (patent, tubular, putlock, hanging, swinging, lock-out, buck-arm, etc.); the handling of all bricks, blocks, mixing of caulking, cork, tile, gypsum tile; and any jurisdiction which may be granted to Mason Tenders from time to time by the International Union.

Mason Tenders shall not be required to dump material over five feet, six inches (5'6").

Scaffolding shall be built according to manufacturer specifications and OSHA regulations. Guards and end rails must be used on all working scaffolds. For safety factors, the foundation shall be sound, and the scaffold secure for operation.

Mason Tenders are required on all tuckpointing, staining, sandblasting, gunnite machines, steam cleaning, and washing down of all building, on cutting of all channels and other openings, and on all raking.

Cooking of all mastic sulphur seal, etc; the loading of brick saws, mixers, the operation of all grout pumps, or any equipment pertaining to masonry; the jurisdiction and operation of all types of machinery used to convey materials to Masons.

The jurisdiction of placing, loading, unloading, and conveying of all materials belongs to Mason Tenders, including use of any equipment needed to perform the above work jurisdiction. We recognize the first drop of the truck driver only, unless distributed, and if Mason Tender is present.

When material once has been stockpiled and it is required to be moved to another location on the job, such work shall be done by the Mason Tenders at the Mason Tenders' rate. There shall be no loss of time while waiting for material or while changing jobs. The Employer shall furnish and transport all tools and materials at all times.

The Mason Tender shall load and unload all scaffolds and material. The wrecking of all scaffolds, ramps, inclines, guard rails; the placing and removing of all ladders; wrecking and removal of all brick and refractory to be replaced by brick and refractory; the cleaning up of all brick and mason debris belongs to Mason Tenders, and shall be dumped in containers or dumpsters.

Handling, loading, unloading of all material (mastic, sulphur seal, tar, and similar materials) and the operation of all kettles and mixers pertaining to masonry.

All machinery, etc., used in heating and drying of masonry work shall be handled and operated by Mason Tenders, if done by Masonry Employer.

On jobs where mechanical equipment is used, if the equipment is manned by other than Mason Tenders then a Mason Tender shall be used to give hand signals and carry out all other normal duties of a Mason Tender when material is being spotted or placed by such mechanical equipment. This condition shall not be interpreted to mean that an additional Mason Tender shall be hired for this purpose only, or that such duty shall be the only work required of the Mason Tender engaged in this work. At such times as the equipment is not actually in use, the Mason Tender will be used in other normal duties of a Mason Tender.

In the event a hardship is created on any job due to lack of Mason Tenders, the Mason Tender Steward shall immediately make a complaint to the Brick Foreman or Employer and resolve the situation satisfactorily to all concerned. If necessary, the Business Manager and the Employer shall be called to resolve the problem without any work stoppage. This shall not be interpreted as a restriction of trade. At no time shall the Brick Mason be permitted to do Mason Tenders' work because the Employer has failed to hire sufficient Mason Tenders, except when the Union has failed to furnish Mason Tenders.

When wall area is limited, such as chimneys, the Bricklayer may assist in building scaffold. This paragraph is written into the contract to make a more workable relationship between the Mason Tender and Bricklayer.

Be it further agreed that on all jobs where Mason Tenders are employed, and including tanks, furnaces, boilers and stacks, they shall do all clean-up of brick saws, brick and mortar and dismantle all scaffolding used by Bricklayers and Mason Tenders.

ARTICLE XIV
Ice Water

Section 1. The Employer shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job not later than one hour after starting time.

Section 2. The Employer shall furnish a building protected from all elements of the weather for men to change their clothes and eat their lunch, when a reasonable number of men are employed.

ARTICLE XV
Grievance Procedure

Section 1. There shall be no stoppage of work on account of any differences or grievances that might occur between the Employer and the Union, or between different crafts, including safety, or sympathy disputes. If matters cannot be adjusted within three (3) working days, between the Steward, Business Representative, and Foreman, it shall be referred to the District Council and Employer. If the matter is not adjusted within an additional three working days, the matter shall be immediately referred to a Board consisting of four (4) members, two to be appointed by the Employer, and two to be appointed by the Union. The Board shall meet and consider the matter and attempt to reach a majority decision that shall be final and binding. In the event that the Board is unable to reach a majority decision, they shall jointly request a fifth (5th) member from the Illinois State Department of Labor.

Section 2. Any difference or grievance must be reduced to writing and presented to the other party within three (3) working days of the event giving rise to the difference or grievance or be deemed waived.

Section 3. All time limits may be extended by mutual agreement.

Section 4. It shall not be a violation of this agreement nor cause for discharge or discipline if any employee refuses to cross a lawful picket line of any Union nor shall the exercise of any rights protected by law be a violation of this agreement.

ARTICLE XVI
Article Violation

Should any provision of this agreement be in conflict with or violative of any existing law, then such provision shall be renegotiated by the parties for the purpose of legalizing and

validating same without adversely affecting any employee benefit, including wages, hours and working conditions. Pending such legislation, all other provisions of this contract shall continue in full force and effect and be binding upon all the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE XVII

Certification Program - Extraordinary Conditions

Section 1: Mason Tender Certification Program. Both the Association and the Union recognize the value of improving by all proper and reasonable means the productivity of the individual worker and both will undertake, individually and jointly to promote and enforce such increased productivity in order to enhance the best interests of the industry. This shall include but not be limited to operating a jointly administered Mason Tenders Certification Board.

Section 2: Extraordinary Conditions. The Union agrees to cooperate with the Employer in meeting conditions peculiar to the job on which the Employer may be engaged or wish to become engaged. The parties agree that they will, at all times, meet and confer respecting any questions or misunderstandings that may arise under the performance of this Agreement.

ARTICLE XVIII

Safety

Personal Communication Devices: With the inherent dangers of a construction site it is important that all workers remain alert and aware of the surroundings to provide a safe working environment for themselves and their fellow employees. The use of cell phones and other personal communication devices can cause distractions that can reduce this awareness. To maintain a high level of awareness, personal cell phones and other communication devices should not be carried while on duty. Personal communications may be made on breaks or lunch if necessary. In the event there is an impending issue for which an individual may need to be contacted, such as a family illness, inform the site supervisor.

ARTICLE XIX

Drug Abuse Prevention, Detection & Awareness Program

The Southwestern Illinois Laborers District Council is currently negotiating to implement a Council wide Drug Testing Program that shall include a 10 Panel Drug Screen, Random Testing, and will go into effect as soon as negotiations are complete with the selected Drug Testing Agency. This program will be funded jointly by Employers (.02) and Employees (.02).

ARTICLE XX
Scope of Agreement

It is the intent of the parties that this Agreement shall apply only to commercial and residential work. Industrial, industrial maintenance and similar type masonry work is specifically not covered by this Agreement.

ARTICLE XXI
Duration of Agreement

This Agreement shall be effective August 1, 2016, and shall remain in full force and effect through July 31, 2019, and thereafter from year to year unless either party gives notice in writing to the other party at least sixty (60) days but not more than one hundred twenty (120) days prior to expiration date that it desires to terminate this Agreement. Notice to modify the contract with respect to any provisions given by either party shall not terminate the contract and shall render the automatic renewal clause inoperative.

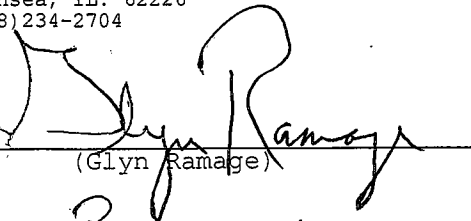
Article XXII
Individual Contractors

By signing this Agreement which has been negotiated by and between the Masonry Institute of Southern Illinois, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America (hereinafter "Union"), the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any amendments, extensions, or changes in this Agreement that are agreed upon by the Union and the Employer Associations. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement negotiated by the Union and the Employer Associations, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement. Further, the undersigned Employer agrees that notice served by the Union upon the Employer Associations and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the undersigned Employer signatory hereto for all purposes. In no event shall the Employer Associations have an obligation to independently notify individual employers signatory to this Agreement.

**SOUTHWESTERN ILLINOIS LABORERS'
DISTRICT COUNCIL**

20 Bronze Pointe North
Swansea, IL. 62226
(618)234-2704

BY


(Glyn Ramage)

TITLE

Business Manager

8-1-16

(Date)

**MASONRY INSTITUTE OF SOUTHERN
ILLINOIS**

2430 Beckman Road P.O. Box 333
Lenzburg, IL 62255
(618)475-3705

BY


(Mark Vasquez)

TITLE

President

8-1-16

(Date)

EMPLOYER:

COMPANY _____

ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

EMAIL ADDRESS. _____

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY _____

(Print Name)

(Title)

BY _____

(Signature)

(Date)

Masonry Institute of Southern Illinois/
Twelve Counties Southwestern Illinois District Council/
Affiliated Local Unions

(Effective August 1, 2016 thru July 31, 2019)