

**FILED**

BEFORE THE  
LABOR AND INDUSTRIAL RELATIONS COMMISSION APR - 6 2011  
JEFFERSON CITY, MISSOURI

LABOR AND INDUSTRIAL  
RELATIONS COMMISSION

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In the Matter of:      Objection to Annual Wage Order No. 18, Issued in March 2011, as it  
   Pertains to the Occupational Title of "Cement Mason" (Building and  
   Heavy) in the City of St. Louis, St. Louis County, St. Charles County and  
   Jefferson County, All of Which Said Counties are Within the Geographic  
   Jurisdiction of Cement Masons Local Union No. 527.

On Behalf of:            Cement Masons Local Union No. 527,

   Objector.

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**OBJECTION**

COMES NOW Cement Masons Local Union No. 527 (hereinafter "Objector") and files  
its Objection to Annual Wage Order No. 18 and states therefor as follows:

1.      Cement Masons Local Union No. 527 is an unincorporated association  
representing members who perform work in the construction trades and specifically under the  
Occupational Title of "Cement Mason" throughout the Eastern half of the State of Missouri of  
the type covered by Section 290.210 RSMo., et seq. (the "Missouri Prevailing Wage Law").  
These individual Union members perform work of the type at issue in this Objection on a regular  
basis. Through well-established precedent, the Objector has historically been permitted to  
represent the interests of its members before the Labor and Industrial Relations Commission, as  
have other unincorporated associations, on matters of Objections to proposed Annual Wage  
Orders.

2.      A review of the applicable collective bargaining agreements, which must be  
considered pursuant to § 290.260 RSMo., and construction practices throughout the State of  
Missouri, and specifically within the objected to counties which constitute a portion of the

geographic jurisdiction of Cement Masons Local Union No. 527, and of 8 C.S.R. §30-3.060, promulgated pursuant to the Missouri Prevailing Wage Act, reveals that changes must be made in the Overtime Schedules and the Holiday Schedules (Building and Heavy) to bring the proposed Annual Wage Order into conformity with the prevailing wage, general practice and collective bargaining agreement of Objectors. It is proposed that the following substitution be made to the Overtime Schedules of Annual Wage Order No. 18 for both Building and Heavy Construction for the objected to counties:

**No. 80:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 AM through 9:00 AM. The start time may be further adjusted to 9:30 AM throughout the year if required by government agency or municipal ordinance. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. If Heavy and Highway employees begin work in the morning and work less than four (4) hours, they shall be paid four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If Heavy and Highway employees begin work in the afternoon and work for less than four (4) hours, they shall be paid four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. If Friday or any portion of the day is used to complete the

workweek, each employee shall be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate unless work is halted due to weather or other conditions beyond the Employers' control. On a 4-10's schedule, if Heavy and Highway employees begin work in the morning and work less than five (5) hours, they shall be paid five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. On a 4-10's schedule, if Heavy and Highway employees begin work in the afternoon and work for less than five (5) hours, they shall be paid five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. Shifts may be established, except for floor work and work performed on hanging scaffolds, when considered necessary by the Employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus \$2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus \$3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours. When shifts are worked for floor work and work performed on hanging scaffolds, standard overtime rules shall apply. On projects that cannot be performed during the regular workday, i.e. plant maintenance and modifications of operating plants, starting time will begin with the employee starts work. Employees shall receive \$1.50 per hour premium for all such work and work over eight (8) hours shall be paid at the applicable overtime rate. If work is done outside normal work hours on Heavy and Highway projects, a premium of \$1.50 over the regular rate shall be paid. If another craft working for the Employer on the same project has a higher premium rate for work performed outside normal hours, the higher rate shall be paid.

3. In addition, the same review reveals that a change must be made in the Holiday Schedule (Building and Heavy) in these counties. It is proposed that the following substitution be made to the Holiday Schedule of Annual Wage Order No. 18 for both Building and Heavy Construction for the objected to counties:

**No. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

4. The foregoing proposed changes to Annual Wage Order No. 18 are reflective of the Objector's collective bargaining agreement with signatory employers, which agreement prevails throughout the geographic jurisdiction at issue. *See*, Exhibits 1 and 2.

WHEREFORE, it is respectfully requested that the Labor and Industrial Relations Commission consider favorably the Objection of Objector and revise the Overtime Schedule and Holiday Schedule of Annual Wage Order No. 18 as to both Building and Heavy Construction in the subject counties to reflect the practice, collective bargaining agreement and prevailing Practices throughout the jurisdiction in question, and for such other changes as are deemed appropriate.

Respectfully submitted,

BARTLEY GOFFSTEIN, L.L.C.



JAMES R. KIMMEY, III, No. 51148  
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St. Louis, MO 63108  
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Facsimile: 314-531-1131  
jkimmey@bgblaw.com

Attorneys for Objector

**CERTIFICATE OF SERVICE**

An original and two (2) copies of the foregoing were served by placing same in overnight Federal Express delivery on the Labor and Industrial Relations Commission, 3315 West Truman Boulevard, P. O. Box 599, Jefferson City, MO 65102-0599, and copies were served on the following individuals by placing same, postage prepaid, in the U. S. Mails this 21 day of April, 2011.

Carla Buschjost, Director  
Division of Labor Standards  
3315 West Truman Boulevard  
P. O. Box 449  
Jefferson City, MO 65102-0449

Sara Dick, Assistant Attorney General  
Office of the Attorney General  
Broadway State Office Building  
221 West High Street, 4th Floor  
P. O. Box 899  
Jefferson City, MO 65102-0899

Pamela Hofmann, Secretary  
Labor and Industrial Relations Commission  
3315 West Truman Blvd.  
Jefferson City, MO 65109-6805



**AFFIDAVIT**  
**OF**  
**SIDNEY GOEHRI**

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**RE: In the Matter of Objection Filed by Cement Masons Local Union No. 527 to Proposed Annual Wage Order No. 18 for the Occupational Title of “Cement Mason” in the Missouri Counties of: the City of St. Louis, and the counties of St. Louis, St. Charles, Jefferson.**

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COMES NOW Affiant, Sidney Goehri, and being first duly sworn, deposes and states as follows:

**Q. State your name.**

*A. Sidney Goehri.*

**Q. State your business address.**

*A. 3341 Hollenberg Dr., Bridgeton, MO 63044.*

**Q. What is your occupation?**

*A. I am Business Manager of Cement Masons Local Union No. 527.*

**Q. Describe your duties as Business Manager.**

*A. I conduct the business of the Local Union and activities for the Union. Together with the Business Representatives, we ensure enforcement of applicable collective bargaining agreements and service those agreements. We also ensure the Union’s continual compliance with the*

*International Constitution as well as with its Local Constitution and By-Laws. We also monitor compliance with the Prevailing Wage Act and participate in the annual survey of construction wage rates.*

**Q. Describe generally what work your members perform on construction jobs within the geographic jurisdiction serviced by the applicable collective bargaining agreements.**

*A. These members perform the work of Cement Mason, including work under the Occupational Title of "Cement Masons," in the localities at issue.*

**Q. Did the hours submitted by Local No. 527 and/or its signatory contractors prevail during the survey for Annual Wage Order No. 18?**

*A: Yes.*

**Q. Do you believe there is an error in the Proposed Annual Wage Order No. 18 with respect to the Overtime Schedule for the Occupational Title of Cement Mason?**

*A. Yes, I believe that the overtime provisions should be revised to reflect the Union's collective bargaining agreement(s) (Exhibit(s) 1&2) in the localities at issue with respect to overtime, as follows:*

**No. 80:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 AM through 9:00 AM. The start time may be further adjusted to

9:30 AM throughout the year if required by government agency or municipal ordinance. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. If Heavy and Highway employees begin work in the morning and work less than four (4) hours, they shall be paid four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If Heavy and Highway employees begin work in the afternoon and work for less than four (4) hours, they shall be paid four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. If Friday or any portion of the day is used to complete the workweek, each employee shall be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate unless work is halted due to weather or other conditions beyond the Employers' control. On a 4-10's schedule, if Heavy and Highway employees begin work in the morning and work less than five (5) hours, they shall be paid five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. On a 4-10's schedule, if Heavy and Highway employees begin work in the afternoon and work for less than five (5) hours, they shall be paid five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. Shifts may be established, except for floor work and work performed on hanging scaffolds, when considered necessary by the Employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus \$2.50 per hour premium. The third shift shall start eight hours after the start of the second shift

and will be paid the straight time rate plus \$3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours. When shifts are worked for floor work and work performed on hanging scaffolds, standard overtime rules shall apply. On projects that cannot be performed during the regular workday, i.e. plant maintenance and modifications of operating plants, starting time will begin with the employee starts work. Employees shall receive \$1.50 per hour premium for all such work and work over eight (8) hours shall be paid at the applicable overtime rate. If work is done outside normal work hours on Heavy and Highway projects, a premium of \$1.50 over the regular rate shall be paid. If another craft working for the Employer on the same project has a higher premium rate for work performed outside normal hours, the higher rate shall be paid.

**Q. Is the Holiday Schedule for the Cement Mason Occupational Title correct?**

A. *No, Paragraph 3, of our Objection accurately reflects the Holiday provisions of the applicable collective bargaining agreement(s). This Holiday Schedule should read:*

**No. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**Q. Do the foregoing proposed changes apply to the Overtime Schedule and Holiday Schedule on Heavy Construction projects in the localities as well?**

A. *Yes.*

**FURTHER AFFIANT SAYETH NAUGHT.**



# AGREEMENT

# CEMENT MASONS 2010 - 2013

*Negotiated by*

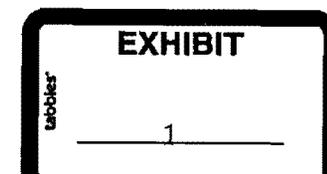
**ASSOCIATED  
GENERAL CONTRACTORS  
OF ST. LOUIS**

**And**

**THE CEMENT MASONS' LOCAL  
UNION NO. 527 OF THE  
OPERATIVE PLASTERERS'  
AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION  
AFL-CIO**

## INDEX

<u>Subject</u>	<u>Pg.</u>
Apprentices.....	10
Area Limits.....	5
Cement Mason Trainee.....	6
Collections.....	8
Declaration of Principles.....	5
Definitions.....	15
Delinquency Charges.....	8
Drug and Alcohol Testing.....	4
Exonerated and Restriction On Association's.....	21
Finishing Tools, Use of.....	16
Firm Member As Worker.....	18
Floor Work.....	17
Foreman.....	16
Fringe Benefit Remittance Procedure.....	8
Grievance Procedure and Arbitration.....	19
Holidays.....	13
Hours of Work.....	11
Insurance.....	11
Job Steward.....	16
Jurisdiction.....	20
Low Temperature.....	17
Lunch Period.....	13
Management.....	21
Material Placing and Setting Up.....	17
Miscellaneous.....	16
No Strike and No Lockout Clause.....	20
OSHA 10.....	15
Overtime.....	13
Payday.....	14
Payroll Auditing.....	9
Pension Fund.....	8
Picket Lines.....	20
Power Tools.....	17
Pre-Bid Conference.....	22
PRIDE.....	9
Projects that cannot be performed during regular workday.....	13
Recognition.....	3
Residential Wages.....	6
Right of Visitation.....	18
Right to Hire.....	3
Safety Apparel.....	14
Shed Furnished.....	18
Shifts.....	14
Show Up Time.....	13
Single Employer.....	18
St. Louis Construction Training and Advancement Foundation.....	9
Stack Rates.....	15
Starting Jobs.....	18
Supvertime.....	13
Surety Bond and Insurance.....	11
Swinging Scaffold.....	18
Termination.....	22
Time Off for Medical Aid.....	14
Uniform Agreements in Industry.....	5
Union Security.....	4
Vacations.....	10
Wages.....	6
Wages and Other Payments.....	6
Waiting Time.....	15
Welfare Fund.....	8
Working Rules Included.....	5



## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, effective this 1<sup>st</sup> day of May, 2010 by and between the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS for and in behalf of their members who sign individual contracts, and the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS, hereinafter referred to as the "ASSOCIATION" in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer," and CEMENT MASONS' LOCAL UNION NO. 527 of the OPERATIVE PLASTERERS' AND CEMENT MASONS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union".

### ARTICLE 1

#### Definition of Employee

Section 1.01: Wherever the term "employee" is used herein, the same shall be deemed to mean and refer to a person employed by the Employer and having the job classification of or performing labor as a cement mason or a cement mason apprentice.

### ARTICLE 2

#### Recognition – Right to Hire – Union Security

Section 2.01 Recognition: The Employer recognized the Union as the sole and exclusive bargaining agent for all employees of the Employer engaged in cement finishing on construction work, excluding from such bargaining unit all office, clerical, supervisory, executive, and other employees not directly and actually engaged in construction work.

Section 2.02 Right to Hire: The Employer shall have the right to employ or not to employ any qualified persons it desires including but not limited to those offered by the Union as employees, and to discharge any employee for cause; provided, however, that the Employer, in the matter of hiring and firing, shall not discriminate in any way against members of the Union, nor against any employee or applicant for employment for union sympathies, beliefs, or activities. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner. The Employer shall also have discretion to require its employees covered by this agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of qualified workmen. In recognition of this service, and in order to maintain its efficiency, the Employer shall endeavor to use the Union offices to secure qualified employees.

No Employer shall seek employment from another Employer for his employees, nor will he/she refer any member of the bargaining unit to another Employer for work.

No Employer shall hire any cement mason who has been referred to him/her by another Employer. If an Employer allegedly violates this provision, he/she shall be given a warning in writing by the Union, with a copy of such warning being sent to the Association. If the Union claims the Employer has violated this provision within the twelve (12) months of receiving such a warning notice, he/she shall be required to obtain all additional employees, other than the employees on his/her payroll on the date of the alleged violation, from the Union for the next thirty (30) days after said violation has been confirmed.

A panel composed of three (3) representatives from the Union, and three (3) representatives from the Association will immediately review any dispute concerning violation of the preceding paragraph.

If this panel cannot reach a decision, the matter will be referred to the arbitration procedure as prescribed under Article 13 of this Agreement.

Section 2.03 Union Security: All Employees covered by this Agreement shall on the 8<sup>th</sup> day after employment or eight (8) days after the effective date of this Agreement, whichever is latest, become and remain members of the Union in good standing.

The Employer will terminate the employment of any employee covered by this Agreement upon written demand of the Union, in the event such employee shall fail to comply with paragraph one of this Section, provided that membership in the Union was available to the employee on the same terms and conditions generally applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership. Such employee shall not be reemployed by the Employer until notified by the Union that the employee has paid any such initiation fee or dues then delinquent or unless such employee presents a work clearance from the Union to the Employer.

Section 2.04: The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified employee and if the Union requests (in writing) the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union. All such requests by the Union for discharge of an employee shall be written.

Section 2.05: Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that either the Employer or the Union would be privileged to seek different provisions relating to Union security then in such event this Agreement may be reopened at the option of the Union for renegotiation of the question of Union security, but shall not be reopened on any other question except as hereinafter provided. If either the Employer or the Union desires to exercise such option under such circumstance they shall give the other party sixty (60) days prior notice of their intention to do so, and should the Union exercise said option it shall be free to strike in support of the same, anything to the contrary in this Agreement notwithstanding.

Section 2.06 Substance Abuse: In order to promote a safer working environment, the Trustees of Cement Masons Local 527 Drug Free Workplace Trust ("the Trust") shall adopt a drug and alcohol testing program (the "Cement Masons' Program") which shall conform to the St. Louis Construction Industry Substance Abuse Consortium Policy as it exists at the date of this Agreement or may hereafter be amended. The Cement Masons' Program shall be available free of charge to all employees covered by this Agreement. All employees, as a condition of employment on and after November 1, 2010, shall satisfy the good standing requirements of the Cement Masons' Program. The Trust will be established under a Trust Agreement executed by Local 527, the Associated General Contractors of St. Louis ("AGC"), and the SITE Improvement Association ("SITE"). The Trust shall be administered by a Board of Trustees consisting of one Trustee appointed by AGC, one Trustee appointed by SITE, and two Trustees appointed by Local 527. All Employers covered by this Agreement shall be bound by the Trust Agreement adopted by AGC, SITE, and Local 527 and any amendments thereto.

Apart from the Cement Masons' Program, the Employer may require employees to submit to testing for alcohol or illegal and controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or illegal and controlled substances under the rules and procedures of a testing program (other than the Cement Masons' Program) that is administered by a third party and is acceptable to the Union.

Every Employer signatory to or bound by this agreement shall contribute \$0.03 per hour to the Trust commencing on May 5, 2010. This hourly contribution provided for in this Section shall be remitted along with the fringe benefit contributions provided for in other provisions of this Agreement. Contributions to this Trust shall only be used for the payment of costs directly related to administering the Cement Masons' Program. Any individual failing a drug test shall be responsible for the costs of any follow-up counseling and re-testing required to establish good standing in the Cement Masons' Program.

Claims for contributions obligated by this Article are not subject to the grievance and arbitration provisions of this Agreement. The Trustees of the Trust may directly file suit and upon prevailing shall be entitled to attorneys' fees, costs, interest, and liquidated damages as provided in Section 7.10.

**ARTICLE 3**

**Area Limits**

Section 3.01: With respect to Employers who sign this Agreement only for work in St. Louis City and County, as shown on the individual signature sheets executed by such Employers, this Agreement shall apply to all employment of employees covered hereunder on building, heavy and highway construction job sites located in St. Louis City and County, and not elsewhere.

With respect to Employers who sign this Agreement for work outside the City and County of St. Louis within the territorial jurisdiction of the Union, this Agreement shall apply to all employment of Employees covered hereunder on building construction job sites located in those counties outside the City and County of St. Louis which are St. Charles, Jefferson, Franklin, Lincoln, and Warren Counties as designated on the individual signature sheets executed by such Employers.

**ARTICLE 4**

**Uniform Agreements in Industry**

Section 4.01: If the Union enters into any agreement with any employer for work in areas covered by this Agreement, upon more favorable terms to such other Employer that are embodied in this Agreement, and if such more favorable terms are allowed to continue in effect, such more favorable terms shall be made immediately available to the Employers signatory to this Agreement.

**ARTICLE 5**

**Declaration of Principles**

The following underlying principles shall apply to all relations under this agreement.

Section 5.01: No limitations shall be imposed upon the amount of work an employee shall perform during his/her working day.

Section 5.02: No restriction shall be imposed upon the use of machinery, tools, or appliances, except as may hereinafter be provided in the working rules.

Section 5.03: No restrictions shall be imposed upon the use of any raw or manufactured materials, except that prison made materials or products shall under no circumstances be used.

Section 5.04: Employees shall be free to work for whomever they wish and shall be entitled to demand and receive the wages and all other benefits provided for the terms of the Agreement.

Section 5.05: The use of cement mason apprentices and trainees shall be recognized and to be permitted as long as these classifications are recognized by the Union.

Section 5.06: The Foreman shall be selected by and recognized as the agent of the Employer, provided he/she is a qualified cement mason.

Section 5.07: The Steward shall be selected by the Union from the cement masons on the job and shall be recognized as the agent of the Union.

Section 5.08: The Employer agrees that there will be no discrimination against any employee for upholding this Agreement.

**ARTICLE 6**

**Working Rules Included**

Section 6.01: The parties hereto and all Employers and employees covered by this Agreement shall comply with and conform to the Working Rules hereinafter set forth and any amendments thereof or additions thereto which the parties hereto, by agreement, may make or adopt; provided, that such amendments or additions, when so made or adopted, shall forthwith be in full force and effect and shall be appended to this Agreement and become part thereof.

**ARTICLE 7**

**Wages and Other Payments**

Section 7.01 (a) Wages: The Hourly scale of wages and scheduled increases during the term of this Agreement for Commercial Building Construction and Heavy/highway Construction (as defined in Section 7.31) shall be as follows:

	Effective 5-19-10	Effective 5-4-11	Effective 5-2-12
<b>Journeyman</b>			
	\$29.05	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>			
	\$30.05	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>			
	\$30.55	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			

\*increases in wages or fringes at Union's option.

At any time during the term of this Agreement, the Union shall have the option to allocate from wages to the fringe benefits funds such additional amounts as it deems necessary. The Union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis. This allocation also applies to amounts to be paid with Vacation Fund pursuant to Sections 7.13.

Section 7.01 (b) Residential Wages: The hourly scale of wages and scheduled increases during the term of this agreement for Residential Construction (as defined in Section 7.31) shall be as follow:

	Effective 5-19-10	Effective 5-4-11	Effective 5-2-12
<b>Journeyman</b>			
	\$26.82	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>			
	\$27.82	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>			
	\$28.32	\$0.00*	\$1.15*
(includes amount of to be paid with Vacation Fund pursuant to Section 7.12 hereof)			

\*increases in wages or fringes at Union's option.

At any time during the term of this Agreement, the Union shall have the option to allocate from wages to the fringe benefits funds such additional amounts as it deems necessary. The Union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis. This allocation also applies to amounts to be paid with Vacation Fund pursuant to Sections 7.13.

Section 7.01 (c) Cement Mason Trainee: The Employer may employ no more than three (3) Cement Mason Trainees who shall be paid \$21.00 per hour plus the appropriate contribution into the Health and Welfare Fund described in Section 7.07. No other contributions shall be required. There shall be no restrictions on type of work to be performed by a Cement Mason Trainee. The Employer shall be limited to three (3) Cement Mason Trainees with no more than one (1) Cement Mason Trainee in a crew. A crew consists of two (2) or more journeyman.

Any Cement Mason Trainee must, after twelve (12) months in the classification of Cement Mason Trainee for any signatory contractor, enter the Apprenticeship Program or be terminated. If the Employer recommends the Cement Mason Trainee be entered into the Apprenticeship Program, then the Union shall determine at what term the Cement

Mason Trainee shall enter the Apprentices Program, but in no event shall the Cement Mason Trainee enter at less than a Second Term Apprentice.

Section 7.02 (a): Due to existing conditions, the wages and scheduled increases in the counties of Lincoln, Warren and Franklin, in the state of Missouri, will be as follows on Projects of less than \$10 million.

	Effective 5-19-10	Effective 5-4-11	Effective 5-2-12
<b>Journeyman</b>			
	\$27.18	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>			
	\$28.18	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>			
	\$28.68	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			

\*increases in wages or fringes at Union's option.

At any time during the term of this Agreement, the Union shall have the option to allocate from wages to the fringe benefits funds such additional amounts as it deems necessary. The Union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis. This allocation also applies to amounts to be paid with Vacation Fund pursuant to Sections 7.13.

Section 7.02 (b): Due to existing conditions, the wages and scheduled increases in the Counties of Lincoln, Warren and Franklin in the state of Missouri, will be as follows on Projects of \$10 million or more.

	Effective 5-19-10	Effective 5-4-11	Effective 5-2-12
<b>Journeyman</b>			
	\$27.88	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>			
	\$28.88	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>			
	\$29.38	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			

\*increases in wages or fringes at Union's option.

At any time during the term of this Agreement, the Union shall have the option to allocate from wages to the fringe benefits funds such additional amounts as it deems necessary. The Union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis. This allocation also applies to amounts to be paid with Vacation Fund pursuant to Sections 7.13.

Apprentice Percentages for Applicable Wage Rates for apprentices indentured after May 1, 1989:

1 <sup>st</sup> term 50%	3 <sup>rd</sup> term 60%
2 <sup>nd</sup> term 55%	4 <sup>th</sup> term 80%

No pension contribution shall be made to apprentices until they have completed their third term in the program. The word "term" shall be as defined by the Cement Mason's Apprenticeship Standard.

Section 7.03: The hourly scale of wages paid to a Foreman shall be a dollar (\$1.00) per hour more than the hourly scaled wages paid the journeymen cement masons.

On jobs where two or more Foremen are employed, one of them shall be designated as the General Foreman and his hourly scale of wages shall be fifty cents (\$.50) per hour more than that received by the Foreman.

Section 7.04: All employees engaged in swinging scaffold, sandblasting, composition and hot or cold asphalt or mastic work shall be paid fifty cents (\$.50) per hour over and above their regular hourly scale of wages.

All contractors under this jurisdiction shall be required to provide air-fed equipment for any type of sandblasting. No sandblasting work shall be performed off a ladder. All swinging scaffolds on which sandblasting is done must have steel cables.

Section 7.05: Under no circumstances shall a cement mason be allowed to work on a salary basis.

Section 7.06 Pension Fund: Effective May 19, 2010, in addition to the above per hour wage rate, the Employer will contribute seven dollars and three cents (\$7.03) per hour for each actual hour worked by each employee covered by this Agreement except apprentices who have not completed their third term to the PENSION FUND OF LOCAL UNION NO. 527 OF THE CEMENT MASONS' INTERNATIONAL ASSOCIATION AND PARTICIPATING EMPLOYERS.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the PENSION FUND and the rules and regulations adopted hereunder.

Section 7.06 (a): If at any time during the term of this contract, the Cement Masons Pension Fund referred to in section 7.06 enters critical status (Red Zone) as established under the Pension Protection Act of 2006, and if as a result of the Pension Plan's Critical Status the Employers become subject to a contribution surcharge, then the hourly wage rate provided for in the contract shall be reduced by an amount equal to one-half of the hourly surcharge.

In addition, if the Pension Fund Trustees adopt a rehabilitation plan that includes one or more proposals for a contribution rate increase, and if within 30 days thereafter the Union fails to submit, or the membership rejects, a reallocation pursuant to sections 7.01 and 7.02 that increases the Pension contribution by 50% of the rate increase set forth in any such proposal, then so long as an Employer surcharge remains in effect, the hourly wage rate provided for in the contract shall be reduced by an amount equal to 100% of the hourly surcharge. If the Unions submits and the membership approves the reallocation described in the previous sentence, the Employer will pay the remaining 50% of the contribution rate increase in order to put the rehabilitation plan into effect.

Section 7.07 Welfare Fund: Effective May 19, 2010 in addition to the above per hour wage rate, the Employer agrees to pay the sum of six dollars and eighty-five cents (\$6.85) per hour for each actual hour worked by all employees covered by this Agreement, including apprentices, to the Trustees under the Agreement and Declaration of Trust which has been heretofore set up and established to provide welfare insurance programs for employees and their families and which is jointly administered by equal numbers of Employer and Union Trustees.

Section 7.08 Fringe Benefit Remittance Procedure: The Employer shall remit all payments required under Sections 7.07 through 7.12 hereinafter referred to as "Fringe Benefit contributions," as follows: the Employer agrees to be bound by the terms and conditions of the written Depository Agreement dated November 1, 1997, executed by the Associated General Contractors of St. Louis, Site Improvement Association and Commerce Bank, N.A., pursuant to which Commerce Bank acts as a depository and Employers' disbursing agent for Fringe Benefit contributions. The Employer shall remit Fringe Benefit Contributions monthly, by calendar month, in such timely manner that the contributions will be credited to the respective Fringe Benefit Payees by the 20<sup>th</sup> day of the month following the month for which the contributions are made. The Employer's remittance shall consist of a single check, made payable to 'Cement Masons Benefit Funds', in the combined amount of all Fringe Benefit contributions due for month plus \$1.25 Bank service charge, together with a completed and signed Remittance Report in the form established and current under the Depository Agreement. Current Remittance Report forms may be obtained from the Union. The Employer's remittance shall be sent to the address shown on the current Remittance Report form.

Section 7.09 Delinquency Charges: In the event the Employer fails to make prompt and timely reports as required, and payment of the contributions due to Cement Masons' Union Local 527 Pension Fund and Welfare Fund, the Union, following seventy-two (72) hours written notice by the Fund Trustees to such delinquent Employer may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and contributions due are paid.

Section 7.09 (a): The Union shall have the right at any time, notwithstanding the provisions of Article 13 or 14, or any other provision of this Agreement, to call or incite, or engage in a strike or work stoppage against the Employer who fails or refuses fully and literally to comply with all provisions contained in this Section of the Agreement.

Section 7.10 Collections: It is recognized and acknowledged by all parties, including the participating Employers, that the regular and prompt payment of contributions is essential to the maintenance of the trust funds identified in this Agreement and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to such trust funds which would result from the failure of an individual Employer to pay the contributions required herein within the time provided. Therefore, if any individual Employer shall fail to pay contributions to trust funds as required by this Agreement on or before the due date, such Employer shall be liable, in addition to the unpaid balance for liquidated damages of \$25.00 for each delinquency, or 10% of the amount of the contribution which are owed, whichever is greater, and, in addition, the delinquent contributions shall bear interest at the rate of six percent (6%) per annum from the due date until they are paid. The trustees shall have the authority, however, to waive all or part of the liquidated damages, or interest, for good cause shown.

Further, in the event the Trustees place the account in the hands of legal counsel for collection the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: 20% of the total amount collected (including liquidated damages and interest) if collection is effectuated prior to starting suit, or filing a lien or institution of an arbitration or other collection proceeding, and 33 1/3% of the total amount collected (including liquidated damages) if collection is effectuated after the commencement of suit or filing a lien or institution of an arbitration or other collection proceeding. The Trustees shall have the authority, however, to waive all or part of the attorneys' fees, or collection costs, for good cause shown.

Payroll Auditing: The Trustees of the trust funds to which Employer contributions are required by this Agreement shall have the authority to require an audit of the payroll books and records of participating Employers by the Trustees' accountants. No one Employer shall be audited more often than once every three (3) years on a random basis; but if the Trustees have evidence that an Employer has failed to make proper and timely contributions as required herein, then the Trustees may require and audit of such Employer's records regardless when the last audit may have taken place.

Each employer shall make its payroll books and records available to accountants designated by the Trustees for audits authorized herein, upon receipt of written notice given by the Trustees by certified mail at least 10 days prior to the audit date. In the event that any such audit established that an employer has underpaid required contributions by 10% or more of the total amount due, then the Employer shall be liable for the costs of the audit; otherwise, such costs shall be paid by the Trustees. The Trustees shall have the authority to waive an Employer's liability for all or part of such costs for good cause shown.

Section 7.11 St. Louis Construction Training and Advancement Foundation: In addition to the per hour wage rate, the Employer shall pay thirty-three cents (.33¢) for each actual hour worked by each employee covered by this Agreement to the St. Louis Construction Training and Advancement Foundation. One cent (1¢) of such payment shall be received by CTAF as the Employer's contribution due under this Agreement to PRIDE of St. Louis, Inc. and shall be held in escrow for PRIDE of St. Louis, Inc. The balance of thirty-two (32¢) shall constitute a contribution to CTAF. Of such thirty-two cents (32¢) contribution to CTAF, fourteen cents (14¢) will be used for cement mason training, five cents (5¢) for training facilities and related services, twelve cents (12¢) for other CTAF programs and administration, and one cent (1¢) for a safety van program.

The administration of such contributions to CTAF shall be governed by the terms of the Trust Agreement creating the CTAF and the rules and regulations adopted hereunder.

The primary purposes of the St. Louis Construction Training and Advancement Foundation as set forth in the Trust Agreement shall include apprenticeship training, advanced training, and education, and other educational and informational programs for employee and industry betterment.

This section shall remain in effect and not subject to renegotiation for one (1) year after the termination of the contract.

Section 7.11 (a) PRIDE: In addition to the per hour wage rate, the Employer shall contribute one cent (1¢) per hour for each actual hour worked by each employee covered by the Agreement to PRIDE of St. Louis, Inc.

The Employer shall pay the PRIDE contribution to CTAF, along with the contribution due to CTAF as required by Section 7.11. The Employer's obligation to make contributions to PRIDE is conditioned upon PRIDE's maintaining the status of a labor management committee organized under the Labor Management Cooperation Act of 1978, and upon the deductibility of such contributions by the Employer for federal income tax purposes.

The Board of Directors of PRIDE shall have the same rights and powers with respect to collection of delinquent contributions as are granted under this Agreement to the Trustees of fringe benefit trust funds.

Section 7.12 Vacations: There shall be included in the cement masons wage rate per hour an amount to be deducted from the employee's gross wages and paid as a contribution to the Cement Masons' Local 527 Vacation and Administrative Trust. Said amount shall be one dollar and twenty-five cents (\$1.25) per hour plus an amount equal to three and one-fourth (3¼%) of the sum of the total wages earned by the employee plus the total Pension and Health and Welfare contributions payable on his/her behalf for the applicable payroll period (.005 or over shall be paid as one (1) cent).

The administration of such contribution shall be governed by the terms of the Trust Agreement creating the Cement Masons' Local 527 Vacation and Administrative Trust. Information as to the form and methods of operation may be obtained from the office of the Union or Association.

The Employer's signatory hereto agree to accept the terms of the Cement Masons' Local 527 Vacation and Administrative Trust, its rules, regulations and the Trustees serving.

Section 7.13: An employee may, upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he/she is employed, without jeopardizing future employment on that job, provided, however, that the work on the job is in progress on his return and that no more than one (1) employee on such job shall be on vacation leave at any one time, without agreement to that effect with the Employer.

Section 7.14: Employees shall receive their vacation pay during the month of November. The checks will be mailed to the last address on file with the Union office.

Section 7.15: The Union shall have the right at any time, notwithstanding the provisions of Articles 13 or 14 or any other provisions of this Agreement, to call, incite, or engage in a strike or work stoppage against the Employer who fails or refuses, fully and literally, to comply with all provisions contained in this Section of the Agreement.

Section 7.16 Apprentices: Apprentices shall be apportioned among the various Employers of cement masons.

On commercial, residential and heavy and highway construction, employers will be allowed one (1) apprentice to three (3) journeymen; two (2) apprentices for four (4) to ten (10) journeymen; and one (1) additional apprentice for every additional 5 journeymen

No apprentice shall be allowed to work on a job unless a journeyman cement mason is with him/her. This restriction will not apply if the Apprentice Coordinator grants an exception for the Employer.

If more than four (4) cement masons are employed in the total work force of a contractor employing an apprentice, the apprentice shall be the fifth (5<sup>th</sup>) man/woman to work on any given day, provided there is a job on that day requiring two (2) or more men/women.

In times of slack work an Employer employing more than one (1) apprentice shall apportion the available work among the apprentices on as equal basis as possible.

Foreman are charged with the duty and responsibility of making provisions for the proper training of apprentices. They shall see to it that apprentices are given ample opportunity to become proficient in the various branches of the trade.

Apprentices will be counted for workload in proportion to percentage of wages as outlined in Article 7, Section 7.01.

The Employer shall give notification to the Joint Apprenticeship Committee pertaining to the dismissal of an apprentice before removal.

The apprenticeship program shall be conducted in accordance with rules and regulations adopted and established by the Bureau of Apprenticeship, U.S. Department of Labor and under terms of the Apprenticeship Agreement dated June 21, 1960; revised May 28 1964.

**Section 7.17 Surety Bond and Insurance:** The employer shall secure and maintain surety bond or a letter of credit 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 or letter of credit in such amount.

Amount of surety bond or letter of credit required shall be determined by the number of cement masons he/she has under his/her employment. To be as follows:

1-5 Cement Masons.....\$10,000.00

Providing that \$10,000.00 bond or letter of credit will be increased if an expense is incurred to the Fund collecting a delinquent account. If a cost to the fund is incurred the \$10,000.00 bond or letter of credit will be increased to \$20,000.00.

6 or more Cement Masons.....\$50,000.00

**Section 7.18 Insurance:** The Employer shall provide "Workmen's Compensation" insurance against injury and "Unemployment Compensation" protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his/her compliance with such provisions of this Section.

**Section 7.19 Hours of Work:** The regular workday shall consist of eight (8) consecutive hours, (except as provided elsewhere in this section) with pay at the regular straight time hourly rate, exclusive of a thirty (30) minute unpaid lunch period. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m.

On Commercial and Residential work the regular work day shall consist of 8 consecutive hours per day at the applicable rate of pay.

The starting time for regular work day may commence between the hours of 6:00 a.m. and 9:00 a.m. or 9:30 a.m. if required by a municipality. Exclusive of 30 minute unpaid lunch period.

An employer may establish a starting time outside of the regular work day. However all time worked between the hours of 12:01 a.m. and 5:59 a.m. will be compensated at the applicable overtime rate. On work started between 9:01 a.m. and 12:00 a.m. will be paid at the straight time rate plus one dollar and fifty cents (\$1.50) premium for first (8) eight hours.

Overtime will be paid on all hours worked prior to 6:00 a.m. and after 8 straight time hours.

The starting time of the workday for separate crews on any Commercial, Residential or Heavy/Highway projects can be adjusted from 6:00 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year if required by government agency or municipal ordinance.

The following provisions shall apply to the starting time:

- A. If cement masons are working in two (2) or more areas on different operations on the same project, each group can be started at different times providing the employees involved concur.
- B. The above applies separately to each Employer on a project.
- C. A saw cutting crew may be started outside the normal starting times.

On Heavy/Highway work, the contractor may elect to perform work outside the normal work hours and if the Employer so elects to work outside the normal work hours, he/she shall pay a premium of one dollar and fifty cents (\$1.50) over their regular hourly rate for such work. If another craft employed by the Employer on the same project, is

paid a higher premium when working outside the normal work hours the cement masons working on such project outside the normal work hours shall receive the higher premium.

The employer when working on prevailing wage highway and road work may have the option to schedule the work for their crew only, from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours excess of ten (10) hours in any one day to be at the applicable overtime rate. The Employer shall declare on Monday if he intends to work four (4) ten (10) hour days. When an Employer works a project on a four (4) ten (10) hour day work schedule, the employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

The employer when working on prevailing wage highway and road work may have the option to schedule the workweek for their crew only, from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours excess of ten (10) hours in any one day to be at the applicable overtime rate. The Employer shall declare on Monday if he intends to work four (4) ten (10) hour days. When an Employer works a project on a four (4) ten (10) hour day work schedule, the employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

On commercial site work only, Employer may establish a 4-four (4) ten-(10) hour day work schedule except in the months of July and August exclusive of the thirty (30) minute unpaid lunch period at the straight time wage. When four (4) ten (10) hour days are to be established, the Employer shall notify the Union at a pre-job conference. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

If the Employer elects to work from Monday through Thursday and is stopped due to weather or other conditions beyond the Employers control, he/she shall have the option to work Friday at the straight time rate of pay to complete his/her 40 hours.

However, if Friday or any portion of the day is used to complete the week, each employee will be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate unless work is halted due to weather or other conditions beyond the Employers' control

If Heavy/Highway employees begin working the morning and work for less than four (4) hours, they shall be paid for four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If they begin work in the afternoon and work for less than four (4) hours, they shall be paid for four (4) hours work unless work is stopped due to weather or other conditions beyond the Employer's control. These provisions for four hours guaranteed shall likewise apply to Saturday, Sundays and Holidays, but on these days the compensation shall be at the applicable overtime rate.

If the Employer has opted to work the ten (10) hour day the following provision shall apply: if Heavy/Highway employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If they begin work in the afternoon and work for less than five (5) hours, they shall be paid for five (5) hours work unless work is stopped due to weather or other conditions beyond the Employer's control.

If, after starting work, the Employer elects not to continue due to weather or other conditions beyond the Employer's control, employees shall be paid for the actual hours worked, the minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

If a crew of another trade of the Employer is working on such job and such crew is receiving overtime pay, the crew of cement masons will also receive the applicable overtime pay.

On residential work only: In the event workday is lost during the week, Monday through Friday due to weather or other conditions beyond the Employer's control, Saturday, may be scheduled as a makeup day at the straight time rate of pay. Makeup day on Saturday may be optional on the part of the employee with no disciplinary action taken by the Employer for refusal of the employee to work.

Employees shall be at their work station at the designated starting time and shall remain at their place during working hours until the designated quitting time. Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.

**Projects that cannot be performed during regular workday:** On projects that cannot be performed during regular workday, i.e. plant maintenance and modifications of operating plants, starting time will begin when the employee starts to work. Employees shall receive a premium of \$1.50 per hour in addition to their hourly rate, and all over 8 hours to be at the applicable overtime rate. If another craft employed by the Employer on the same project, is paid higher premium when working outside the normal work hours the cement masons working on such project outside the normal working hours shall receive the higher premium. All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

**Section 7.20 Lunch Period:** The thirty (30) minute lunch period shall be between the third and fifth hours of work. If start of lunch period is delayed beyond the third through the fifth hours of work, employees whose lunch period is postponed shall be paid one half hour at time and one half for such lunch period.

Sufficient number of cement masons must be kept through lunch period to protect the quality of floors in the opinion of the foreman.

If employees are not given a lunch period after working eight (8) consecutive hours on an eight (8) hour day or ten (10) consecutive hours on a ten (10) hour day, they shall be paid one (1) additional hour at time and one half.

**Section 7.21 Show Up Time:** A cement mason who is ordered on the job and who is not put to work, shall receive two (2) hours pay unless prevented from working due to weather or other conditions beyond the employers' control.

Employee unable to work because of physical condition, lack of safety apparel as required, improper or insufficient tools, or inability to perform work assigned shall not be entitled to show up time.

A cement mason who is called or ordered on the job and who is not put to work because muddy conditions at the job site, shall receive one (1) hour pay for show up time.

If, after starting work, the Employer elects not to continue due to weather, or other conditions beyond the Employers' control, employees shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

**Section 7.22 Overtime:** Time and one-half shall be paid after eight (8) consecutive hours worked (except as provided in Section 7.19) after the established starting time and for hours worked before the established starting time. Time and one-half shall be paid for work performed on Saturday (except as provided in Section 7.19). Work performed on Sundays and Holidays shall be paid at the double time rate of pay.

On all overtime work after the pour is completed the number of Cement Masons kept to finish any unfinished area will be determined by the Foreman and Steward. On jobs of two (2) or more days duration, overtime shall be equally distributed as near as possible among all the cement masons. (Excluding Foreman and Steward)

On any job where two (2) or more employees of the contractor are employed during regular working hours a minimum of two (2) employees shall remain on the job for any overtime work for safety reasons.

**Section 7.23 Supper time:** Employees shall be allowed one-half (1/2) hour for supper with pay at the applicable overtime rate if they are to continue working beyond ten and one-half (10 1/2) consecutive hours.

In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay, after each additional four (4) hours of overtime worked.

**Section 7.24 Holidays:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be

mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**Section 7.25 Payday:** The payweek shall end Tuesday night at 4:30 p.m., unless otherwise required by state or federal laws or agencies or the Employer has received approval from his/her employees to change the payweek. Employees shall receive their wages by 4:30 p.m. on the following Friday at the job site on which they are working. If such wages are not then paid, the Employer shall be obligated to continue to pay said employees their straight time hourly scale of wages from said deadline until such wages are paid in full. If, at any time, the Employer's check is not paid by the bank on which it was drawn, the Employer shall pay the employees an additional two (2) hours pay at straight time and he/she shall thereafter be required to pay by cash. The workweek shall begin Monday at the established starting time.

The workweek shall end Tuesday night at 4:30 p.m., unless otherwise required by state or federal laws or agencies or the Employer has received approval from his/her employees to change the workweek. Employees shall receive their wages by 4:30 p.m. on the following Friday at the job site on which they are working. If such wages are not then paid, the Employer shall be obligated to continue to pay said employees their straight time hourly scale of wages from said deadline until such wages are paid in full. If, at any time, the Employer's check is not paid by the bank on which it was drawn, the Employer shall pay the employees an additional two (2) hours pay at straight time and he/she shall thereafter be required to pay by cash.

If employees are required to go to the Employer's office to collect their wages, the Employer shall pay them an additional four (4) hours pay at the straight time rate, except during inclement weather. In the event of inclement weather on payday, checks will be available by 12:00 noon.

When an employee is to be laid-off, he/she must be notified one-half hour prior to normal quitting time so he/she can gather up his equipment and tools. The Employer shall have the option of paying the employee off that day or sending a check postmarked no later than the workday following the day of lay-off. If the employees' check is postmarked later than the workday following the day of lay-off, the Employer shall pay the employee two (2) hours pay at the straight time rate per day of delay, including Saturdays, Sundays and Holidays, up to a maximum of ten (10) hours (five (5) day delay). If the employee has not received a paycheck as required above, he shall notify the Employer within five (5) days.

If the Employer fails to comply with the above provisions, the penalty will be increased to four (4) hours at straight time rate per day of delay for the third and fourth offense. A fourth offense automatically causes the contractor to revert to "layoff is payoff" for the balance of the contract year. The Union shall notify the Employer when such provision is invoked.

Upon written approval of the employee, wages due workers may be paid by direct deposit to the employees' accounts.

**Section 7.26 Shifts:** Shifts may be established except for floor work and work performed on hanging scaffolds when considered necessary by the Employer.

- A. Shift hours and rates to be as follows: First Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch, beginning at 8:00 a.m. and ending at 4:30 p.m. Second Shift: Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift: Eight (8) hours plus one-half (1/2) hour for lunch.
- B. The first shift will be paid at eight (8) hours straight time for eight (8) hours' work. The second shift will be paid at eight (8) hours straight time plus Two Dollars and Fifty Cents (\$2.50) per hour premium for eight (8) hours work, and the Third Shift will be paid eight (8) hours straight time plus a \$3.50 per hour premium for eight (8) hours worked.
- C. Shifts will be established for a minimum of three (3) consecutive workdays.
- D. If only two (2) shifts are to be worked, the Employer may regulate starting time of the two (2) -shift operations to permit the maximum utilization of daylight hours.
- E. Shifts for floor work and work performed on hanging scaffolds shall be two shifts and shall be paid for at the wage scales prescribed in Section 7.01 of these working rules; overtime in connection with such shift work shall be in accordance with the provisions of Section 7.22 of this Article.

**Section 7.27 Time Off for Medical Aid:** Any employee who, as a result of injuries received on the Employer's job, is required at any time to leave the job site on which he/she is then working in order to obtain medical examination, aid or treatment for such injuries, shall not have deducted from wages for such day any time spent in traveling to and from the place where such examination, aid or treatment is given, or in waiting for or receiving such examination, aid or treatment.

**Section 7.28 Safety Apparel:** Employee will furnish his/her own hard hat, suitable shoes, goggles, and respirator, and will use such safety items, as required by the Employer, at all times and shall be subject to immediate discharge for failure to do so. Employer must comply strictly with the State and Federal safety regulations at all times.

**Section 7.29 Waiting Time:** When, because of rain or other cause, the Employer causes cement masons to wait or standby on a job in order to save or protect work, such employees shall be paid for such waiting or standby time in accordance with the hourly wage scales set forth in Section 7.01 of this Article. The foregoing shall apply also in any case where cement masons are required to wait or standby for material to set up.

If men/women leave a job unfinished because of rain, snow or other inclement weather conditions and return to finish the work the same day, after quitting time, they will receive eight (8) hours pay at straight time plus payment for actual hours worked at the overtime rate beginning from the time they returned to the job.

**Section 7.30 Stack Rates:** When working on smokestack work, (smokestacks on separate foundations) the following rates shall apply:

	Rate per hour over basic rate
1 to 24 feet.....	\$.25
25 to 50 feet.....	\$.50
50 to 75 feet.....	\$.75
75 to 100 feet.....	\$1.00
100 to 150 feet.....	\$1.25
150 to 200 feet.....	\$1.50
200 to 250 feet.....	\$1.75
250 to 300 feet.....	\$2.00

**Section 7.31 Definitions:** The words "Commercial Building Construction" is hereby defined to include modifications thereof or additions or repairs thereto.

The words "Heavy and Highway Construction" is hereby defined to include such work as highways and heavy improvements within the public sector, including roads, viaducts, airports, sewers, streets, alleys, railroad construction including walls and culverts, canals, and drainage projects and other work of like character, not including, however, the actual erection of buildings.

The words "Residential Construction" is hereby defined as (a) the building or construction of housing designed for occupancy by one (1) or four (4) families on one (1) individual lot; (b) two (2) units on one (1) to four (4) family units in any one (1) building where separated by a firewall, but limited to four (4) stories in height exclusive to basement; (c) two (2) or more units (including cooperative housing, apartments, condominiums, groups of swelling or row housing) under construction on adjoining lots or on lots designated and platted as multifamily development by a single development concern but limited to four (4) stories in height exclusive of the basement; (d) subdivision development (including excavating, grading, foundation construction and street, driveway, and sidewalk paving) and the construction of accessory and service buildings in connection to be a single family residence under the provisions of Missouri Law.

**Section 7.32 OSHA 10:** In order to facilitate a safer working environment, each employee covered by this Agreement, as a condition of employment shall complete the OSHA 10-hour construction and safety training course, no later than May 1, 2010. The Union shall provide the opportunity for training of the 10-hour OSHA safety training class through the Apprentice/Journeyman Training Program, although it is recognized that other sources of training are available, any employee who chooses to train through another source shall be solely responsible for paying the cost thereof. After May 1, 2010, all new hires who have not previously completed the training course shall do so within 60 days of hire. If the Employer hires an employee other than through referral by the Union, the Employer shall confirm that the employee has completed the safety training prior to hire, or shall refer the employee to the Apprentice/Journeyman Training Program for training within 60 days of hire. The Union shall not be liable for the failure of the Employer to refer any employee to training. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

**ARTICLE 8**

**Working Rules**

**Section 8.01 Foreman:** The foreman shall be the agent of his Employer. In all crews on the job, the ratio between journeymen and foreman shall be determined in accordance with the following schedule: In all crews where one (1) to seventeen (17) journeymen are employed there shall be one (1) foreman except as noted elsewhere in this section; where from eighteen (18) to twenty-nine (29) journeymen are employed in the same crew, there shall be two (2) foremen on the job and one shall receive general foreman rate where thirty (30) journeymen are employed in the same crew three (3) foremen shall be employed and one (1) of them shall be designated as a general foreman and for each additional fifteen (15) journeymen above thirty (30) in the same crew, an additional foreman shall be employed.

On any job where there are twelve (12) or more cement finishers employed in the same crew, the foreman or a general foreman shall not handle or use cement finisher tools.

On a project that requires only finishing small equipment pads, tops of walls, rub and patch, grouting of base plates and other small miscellaneous work, then the first person on the project will be a journeyman cement mason and will act as steward and if a second person is required on the project then the Employer will determine which cement mason will be the foreman and will pay that foreman fifty (50) cents above foreman scale. On all other projects, where one (1) or more cement masons are employed one of them shall be paid foreman's wage. The cement mason foreman, steward or general foreman shall take direction from the Employer or the Superintendent. The foreman shall have the authority to direct and control placing and finishing of concrete. When a steward is employed on a project without a foreman, then the steward will coordinate the placing and finishing of concrete along with the Employer or the Superintendent.

**Section 8.02 Job Steward:** On all jobs where there is only one cement mason employed, the that person shall be the steward. On all jobs where two or more cement masons are employed, one of the cement masons on the job shall be appointed by the Union to act as Job Steward. The Union will notify the Employer or the foreman of the name of the steward selected.

If for any reason a steward is to be transferred from the job on which he/she is steward, the Steward shall notify the Union hall. In the event a steward leaves the employ of the Employer, he/she shall lose his/her position as steward. It shall be the steward's duty to report any violations of the terms of this Agreement to the Union and he/she shall not be discriminated against for the performance of such duties. In the event of accident or sickness involving a cement mason, job steward shall be responsible for medical care and for taking care of the tools belonging to the cement mason involved.

**Section 8.03 Miscellaneous:**

- (a) When two (2) or more hours are required for cement masons to set steel forms 10 inches (10") or larger, there shall be two (2) employees working such forms.
- (b) Ice water must be available during warm weather, at least from May 1 to September 30. All drinking water shall be on the job site not later than one (1) hour after the starting time.
- (c) When any work is to be left in an unfinished or unsatisfactory manner, in the opinion of the Foreman or the Steward, the Employer or his/her representative must sign a release in triplicate which will absolve the employees from any blame for leaving the work in the above mentioned manner. If release is not signed, the Foreman shall see that the work is finished according to specifications. Job specifications will be made available to the cement mason foreman.
- (d) Lighting: To insure safe working conditions and good workmanship, the Employer will provide sufficient lighting on all jobs that extend beyond daylight hours.

**Section 8.04 Finishing Tools, Use of:** Finishing tools on any job shall be used only by qualified, competent cement masons. Cement masons shall furnish the following tools: trowel, wood float, magnesium float, pointing trowel, suitable hand level, standard step tools, hammer, saw, rule, tape, side-groover and center-groover.

Cement masons will be permitted, but not compelled to carry knee boards.

The Employer shall provide all other tools. In the interest of better floors and quality workmanship a cement mason will be allowed to use a trowel up to sixteen (16) inches in length to rub a floor in. No final finishing will be done with a trowel longer than fourteen (14) inches in length. No cement mason shall be permitted to supply or transport any other tools belonging to the Employer in his/her personal vehicle. The tool known as the longitudinal float or bull float, when used for the floating in eliminating small irregularities on the surface, shall be considered a cement mason's tool.

**Section 8.05 Floor Work:**

- (1) All work performed by cement masons on floors having an area of 500 square feet or more shall be defined as floor work. Work on floors having areas less than this amount shall be classified as patchwork.
- (2) The setting for floor work of screeds, forms, and grade pegs shall be considered floor work.
- (3) At least one (1) cement mason shall maintain forms, screeds, and expansion joints set by the cement masons during the time any concrete, which is to remain unfinished, is being placed.
- (4) The employees shall not work on any other kind of work before pouring or while working on floor work. While working on floor work (slab on grade) on commercial projects of 4000 square feet or less, per job size, employees may work on any other kind of work after floor is finished.
- (5) When floor is finished before quitting time, the Employer shall decide whether or not employee remains on job until quitting time.
- (6) On all floor work the Employer must furnish the foreman enough employees so that upon completion of the work it will show it has been done in a workmanlike and creditable manner. The Employer or the foreman shall have the right to determine the necessary number of employees needed.
- (7) In the interest of quality workmanship, a floor that is to be covered with carpet or tile or left exposed shall not be finished with a bull float or paddle.
- (8) All floors requiring "shake coat" could be broken up by hand or power float at the discretion of the foreman. In the event water is used on final finish of any job, the steward must notify business representative and the Employer. All broom finished sidewalks and driveways except parking areas must be hand floated before brooming.
- (9) Cement masons may be assigned to other work (rubbing, patching, grouting, etc.) on the job while walls with finished tops are being poured. When the concrete reaches a level one-foot below the finish elevation, the cement masons shall work only on the wall until the finish is complete.

On foundation slabs or bases that require more than one shift to pour up to one foot from the top will not require the presence of cement masons until the shift in which this elevation is reached. The union hall must be notified 72 hours in advance whenever this type of pour will occur.

**Section 8.06 Low Temperature:** In winter, employees must be told at start of job temperature degree at which concrete will not be poured and employees will not be able to work, and employees must also be told of any change from that original minimum temperature degree. If Employer fails to so notify his/her employees and they report for work and are unable to work because of the temperature, they must be paid two (2) hours show up time. Other weather conditions to remain the same.

**Section 8.07 Material Placing and Setting Up:** No cement finish material shall be placed on any class of work unless employees on the job are at work at the time said material is put on. Employees shall not leave their work while materials is setting up, that is to say, shall not cease working temporarily and then later return to work for the purpose of finishing up.

**Section 8.08 Power Tools:** All power tools utilized in place of hand tools shall be operated and handled by qualified, competent cement masons. Only qualified, competent cement masons shall operate and control all kinds of vacuum mats used to dry cement floors in the course of preparing same for finish. All power floating and finishing machines shall be operated by cement masons exclusively except on road work. All power straight edges and laser machine straight edges shall be operated by cement masons exclusively except on roadwork. Final trowel or float finish shall be by hand unless specified by architect, engineer, or owner specifications calling for machine finish. No less than two (2) employees, one (1) being a cement mason shall be used in the operation of electrical floating and finishing machines, electrical concrete saws and electrical concrete grinders. Layout and snapping of chalk lines of poured concrete for the purpose of concrete saw cutting will be permitted at any time with a saw cutting crew consisting of cement masons. Saw cutting crews shall be paid the minimum of eight (8) hours pay, unless work is halted due to inclement weather.

**Section 8.09 Single Employer:** Employees shall not work for two (2) different Employers on any one job; provided however, that such types of specialty work as waterproofing or patent floor materials shall not be covered by such rule. Employees shall not work on two (2) separate jobs for different Employers in one day.

**Section 8.10 Starting Jobs:** No cement mason shall commence work on any uncompleted job not started by his/her employer, unless he first notifies the Union Business Agent or his representative of his/her intention to do so.

**Section 8.11 Shed Furnished:** On continuous jobs where four (4) employees including the foreman are employed, the Employer shall furnish a heated shed for employees for their general use.

**Section 8.12 Swinging Scaffold:** Two (2) cement masons will be assigned to swinging scaffold work (does not include boatswain's chair).

**ARTICLE 9**

**Firm Member As Worker**

**Section 9.01:** All contracting members or journeymen members of a contracting firm will be permitted to work on residential work alone. No commercial work shall be performed by contracting members or members of journeymen members of a contracting firm in St. Louis and St. Louis County. In the following counties, consisting of Franklin, Jefferson, Lincoln, St. Charles and Warren, contracting members of journeymen members of a contracting firm shall be permitted to work on residential work alone. On commercial work of \$40,000.00 (labor and materials on concrete work) or under, contracting members or journeymen members of a contracting firm will be permitted to work alone in these other existing counties. No employer shall have more than one Contracting Member. Except as provided above, all work covered by this Agreement shall be performed only by employees covered by this Agreement.

**ARTICLE 10**

**Right of Visitation**

**Section 10.01:** The Union's Representative, or his/her duly authorized representative carrying proper credentials, shall have the right to come upon and visit, during working hours, any job site of the Employer or the employees working thereon providing the Business Representative or his/her duly authorized representative meets all safety and insurance requirements of the owner or Employer.

**ARTICLE 11**

**Intent and Purpose**

**Section 11.01:** This Agreement has been entered into and executed to facilitate peaceful adjustment of grievances and disputed over the terms of this Agreement between Employer and employee in the construction industry, to avoid strikes and lockouts, to prevent unnecessary and avoidable delays, waste and expense, to secure sufficient skilled workmen for the Employer when available and, so far as possible, to provide continuous employment for employees in accordance with the provisions of this Agreement at the wages herein set forth, to the end that stable conditions may prevail in this phase of the construction industry and that the labor costs thereof may be established at as low a level as is consistent with good work, fair wages and working conditions.

## ARTICLE 12

### Job Security

Section 12.01: Solely to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that he will not subcontract on-site construction work requiring labor for work covered hereunder except to subcontractors who agree in writing to pay to, and provide for their employees so engaged, wages and fringe benefits no less than those specified in this Agreement, including (a) straight time hourly wage rate, (b) premium rates, (c) overtime rates, (d) welfare, pension, or other fringe benefit contributions and other working conditions of this Agreement. The Employer agrees that it is in the best interest of job progress, profitability and efficiency to develop and encourage a uniform labor policy on any job.

In order to promote the proposal just set forth, the Employer agrees to furnish the Union with a list of all subcontractors at the time of a pre-job conference, or upon written request from the Union prior to said contractor's commencing work on the job site.

Section 12.02: Employees shall work only for recognized and qualified contractors or Employers who supply all materials and labor. Contractors shall not be permitted to contract for labor only except on structural slabs.

## ARTICLE 13

### Grievance Procedure and Arbitration

Section 13.01: All grievances, disputes or claims (hereinafter called "grievance"), except jurisdictional disputes, which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

Step One: The employee raising the grievance is to first present it to his supervisor. If the dispute is not satisfactorily settled within three (3) working days at this level, it shall be referred to the second step.

Step Two: Any grievance not resolved at Step One shall be reduced to writing and be filed within twenty (20) calendar days of the occurrence giving rise to the grievance. The Employer and a Union Representative shall meet within ten (10) calendar days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Employer or his/her representative within (10) working days thereafter.

Step Three: Arbitration: In the event the dispute is not settled within twenty (20) calendar days following the Employer's Step Two response, either the Employer or the Union may refer the matter to arbitrate to the other party. If no written notice of intent to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned.

If written notice of intent to arbitrate is given, the Employer and the Union shall then seek to agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the Union and the Employer representatives shall write the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators. Upon receipt, the parties shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as arbitrator; either party shall have the right to request a second panel from the FMCS.

The decision of the arbitrator shall be final and binding on both the Employer and the Union. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. The expense of conducting the arbitration hearing, including the services of the arbitrator, shall be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

## ARTICLE 14

### No Strike and No Lockout Clause

Section 14.01: Except as otherwise provided for in this Agreement, there shall be no lockouts by the Employer nor strikes by the Union during the term thereof. If any member or members of the Union, during the term of this Agreement, should engage in a stoppage of work without the authorization of the Union (commonly called a "wildcat strike"), only such member or members of the Union shall be held liable by the Employer; in any such case the Union and its other members will not be held liable by the Employer, and the Union agrees to endeavor within twenty-four (24) hours after being so request to furnish the Employer with an equal number of cement masons willing and able to carry on the interrupted work, but the Union shall in no way be liable to the Employer in the event such replacement cement masons are not then available. Any employee voluntarily engaging in such "wildcat strike" shall be subject to discharge by the Employer.

## ARTICLE 15

### Picket Lines

Section 15.01: It shall not be a violation of this Agreement for individual employees in the unit covered hereby to refuse to cross a lawful picket line which has been authorized and established by any other union or labor organization, and the Employer hereby agrees that it will not penalize, discipline, permanently replace or otherwise discriminate against any employee electing to exercise such prerogative.

## ARTICLE 16

### Jurisdiction

Section 16.01: Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

Section 16.02: The Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of employers in the area.

If a jurisdictional dispute with any of the other crafts arises, it shall be settled first by and between the representatives of the organizations involved, and then if no agreement is reached, it will be referred to the International Unions involved for settlement. Pending such decision, the craft performing the work at the time the dispute arises will continue in such capacity until a decision has been rendered as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute.

There shall be no stoppage of work because of a jurisdictional dispute and both Union and Employer agree to cooperate in any other orderly procedures toward adjustment of the dispute.

Section 16.03: If an Employer deliberately misassigns work, and the misassignment is verified in writing by the Union performing the work, the Cement Masons' Union shall file a warning notice with the Employer and his/her Association.

If said Employer repeats such misassignment, the Union shall have the right, notwithstanding the provisions of Article 13 or 14 or any other provisions of this Agreement to call or engage in a strike or work stoppage against the said Employer, provided however, it is understood and agreed that on residential work this Section does not apply.

## ARTICLE 17

### Exoneration and Restriction on Association's and Employer's Liability

Section 17.01: It is understood and agreed that the Negotiating Agent, the association, shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or employer in any manner for breach of this Agreement by any party hereto; that the liability of the Employer and the employees hereunder is several and not joint. It is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer.

The Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims in connection with the termination of the employment of an employee in compliance with the request of the Union.

The Union agrees to accept full responsibility for any complaint or charge against the Employer of discrimination by reason of race, creed, color, age, sex, national origin or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities, or membership or nonmembership in the Union when such actions due directly or indirectly to requirements or activities of the Union.

This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto.

Should any provision of this Agreement be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

#### ARTICLE 18

##### Management

Section 18.01: The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons is vested exclusively in Employer, provided however, that this shall not be exercised for the purpose of discrimination against any employee covered by this Agreement or in any manner contrary to the provisions of the Agreement or law.

#### ARTICLE 19

##### International Union

Section 19.01: The OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, the parent body of the Union herein (hereinafter referred to as the "International"), its officers and agents, are not parties to this Agreement and assume (and shall have) no responsibility or liability thereunder; conversely, the International and its officers and agents shall have no right of redress hereunder against the association or the Employer for the breach hereof.

The International's approval of the form and substance of this Agreement shall not be construed to make the International, or its officers and agents, parties to this Agreement, but is understood by the parties hereto only to constitute the International's certification that this Agreement is not violation of the International's constitution and Bylaws.

#### ARTICLE 20

##### Pre-Bid Conference

Section 20.01: In areas where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Association, the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association. The Association shall present its proposals for relief to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

#### ARTICLE 21

##### Termination

Section 21.01: This agreement shall be effective and binding upon the parties from the date hereof until the first day of April 2013. This Agreement shall be automatically renewed for additional periods of one (1) year, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement of within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.

**NEGOTIATING AGENTS**

**ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS**

By: \_\_\_\_\_  
Robert Fritz, Chairman of the Board

By: \_\_\_\_\_  
Kelly Kenter, Secretary

**THE CEMENT MASONS' LOCAL  
UNION NO 527 OF THE OPERATIVE  
PLASTERERS AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION AFL-CIO  
AS NEGOTIATING AGENT**

By: \_\_\_\_\_  
Michael Behlmann, Jr., President

By: \_\_\_\_\_  
Joseph Knott, Vice-President

By: \_\_\_\_\_  
Sidney Goehri, Jr., Business Manager

By: \_\_\_\_\_  
C. Keith Thompson, Business Representative

By: \_\_\_\_\_  
Dennis Frenzel, Sr., Business Representative

By: \_\_\_\_\_  
Kurt E. Dierkes, Secretary-Treasurer

By: \_\_\_\_\_  
Michael Schwent, Trustee

By: \_\_\_\_\_  
David Schwenck, Trustee

By: \_\_\_\_\_  
Brad Campbell, Trustee

LETTER OF UNDERSTANDING

The Construction Industry Combined Committee, representing Employers signatory to a collective bargaining agreement, and Cement Masons Local No. 527, representing employees under said collective bargaining agreement, hereby agree to the following:

Any complaints by Employers or the Union concerning productivity or quality of work performed by Cement Masons shall be reviewed by a six man committee, within forty-eight (48) hours of registering of such complaint, to determine whether the complaint is justified. Said six man committee will be composed of three (3) members from Cement Masons Local No. 527, and three (3) Employers from the Construction Industry Combined Committee.

Dated this 23<sup>rd</sup> day of September, 1974.

CEMENT MASONS LOCAL NO. 527

By Joseph S. Salmeri, Sr.  
Business Manager

CONSTRUCTION INDUSTRY COMBINED COMMITTEE

By William L. Pemberton  
Co-Chairman

**CEMENT MASONS LOCAL 527**  
3341 Hollenberg Drive  
Bridgeton, MO 63044

\*\*\*\*\*

**Sid Goehri, Jr.**  
Business Manager

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Phone  
Office: 739-1129

\*\*\*\*\*

**ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS**  
6330 Knox Industrial Drive, Suite 200  
St. Louis, MO 63139-3025

\*\*\*\*\*

**Len Toenjes**  
President

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Phone  
Office: 781-2356

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, effective this 1<sup>st</sup> day of May, 2010 by and between the SITE IMPROVEMENT ASSOCIATION for and in behalf of their members who sign individual contracts, and the SITE IMPROVEMENT ASSOCIATION, hereinafter referred to as the "ASSOCIATION" in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer," and CEMENT MASONS' LOCAL UNION NO. 527 of the OPERATIVE PLASTERERS' AND CEMENT MASONS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union".

### ARTICLE 1

#### Definition of Employee

Section 1.01 Wherever the term "employee" is used herein, the same shall be deemed to mean and refer to a person employed by the Employer and having the job classification of or performing labor as a cement mason or a cement mason apprentice.

### ARTICLE 2

#### Recognition – Right to Hire – Union Security

Section 2.01 **Recognition:** The Employer recognized the Union as the sole and exclusive bargaining agent for all employees of the Employer engaged in cement finishing on construction work, excluding from such bargaining union all office, clerical, supervisory, executive and other employees not directly and actually engaged in construction work.

Section 2.02 **Right to Hire:** The Employer shall have the right to employ or not to employ any qualified persons it desires including but not limited to those offered by the Union as employees, and to discharge any employee for cause; provided, however, that the Employer, in the matter of hiring and firing, shall not discriminate in any way against members of the Union, nor against any employee or applicant for employment for his/her union sympathies, beliefs, or activities. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner. The Employer shall also have discretion to require its employees covered by this agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of qualified workmen. In recognition of this service, and in order to maintain its efficiency, the Employer shall endeavor to use the Union offices to secure qualified employees.

No Employer shall seek employment from another Employer for his/her employees, nor will he/she refer any member of the bargaining unit to another Employer for work.

No Employer shall hire any cement mason who has been referred to him/her by another Employer. If an Employer allegedly violates this provision, he/she shall be given a warning in writing by the Union, with a copy of such warning being sent to the Association. If the Union claims the Employer has violated this provision within the twelve (12) months of receiving such a warning notice, he/she shall be required to obtain all additional employees, other than the employees on his payroll on the date of the alleged violation, from the Union for the next thirty (30) days after said violation has been confirmed.

A panel composed of three (3) representatives from the Union, and three (3) representatives from the Association will immediately review any dispute concerning violation of the preceding paragraph.

If this panel cannot reach a decision, the matter will be referred to the arbitration procedure as prescribed under Article 13 of this Agreement.

Section 2.03 **Union Security:** All Employees covered by this Agreement shall on the 8<sup>th</sup> day after employment or eight (8) days after the effective date of this Agreement, whichever is latest, become and remain members of the Union in good standing.

The Employer will terminate the employment of any employee covered by this Agreement upon written demand of the Union, in the event such employee shall fail to comply with paragraph one of this Section, provided that membership in the Union was available to the employee on the same terms and conditions generally applicable to other members, and that membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership. Such employee shall not be reemployed by the Employer until notified by the Union that the employee has paid any such initiation fee or dues then delinquent or unless such employee presents a work clearance from the Union to the Employer.

The Employer acknowledges that the Union is supported by a majority of employees in the bargaining unit and the Union is recognized as the exclusive bargaining agent for all employees covered by this Agreement, employed by the Employer. The Employer and the Union understand and agree that their bargaining relationship is a relationship under section 9 (a) of the National Labor Act and that this Agreement is a Section 9 (a) Agreement.

Section 2.04 The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified employee and if the Union requests (in writing) the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union. All such requests by the Union for discharge of an employee shall be written.

Section 2.05 Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that either the Employer or the Union would be privileged to seek different provisions relating to Union security then in such event this Agreement may be reopened at the option of the Union for renegotiation of the question of Union security, but shall not be reopened on any other question except as hereinafter provided. If either the Employer or the Union desires to exercise such option under such circumstance they shall give the other party sixty (60) days prior notice of their intention to do so, and should the Union exercise said option it shall be free to strike in support of the same, anything to the contrary in this Agreement notwithstanding.

Section 2.06 **Substance Abuse:** In order to promote a safer working environment, the Trustees of Cement Masons Local 527 Drug Free Workplace Trust ("the Trust") shall adopt a drug and alcohol testing program (the Cement Masons' Program) which shall conform to the St. Louis Construction Industry Substance Abuse Consortium Policy as it exists at the date of this Agreement or may hereafter be amended. The Cement Masons' Program shall be available free of charge to all employees covered by this Agreement. All employees, as a condition of employment on and after November 1, 2010, shall satisfy the good standing requirements of the Cement Masons' Program. The Trust will be established under a Trust Agreement executed by Local 527, the Associated General Contractors of St. Louis ("AGC"), and the SITE Improvement Association ("SITE"). The Trust shall be administered by a Board of Trustees consisting of one Trustee appointed by AGC, one Trustee appointed by SITE, and two Trustees appointed by Local 527. All Employees covered by this Agreement shall be bound by the Trust Agreement adopted by AGC, SITE, and Local 527 and any amendments thereto.

Apart from the Cement Masons' Program, the Employer may require employees to submit to testing for alcohol or illegal and controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or illegal and controlled substances under the rules and procedures of a testing program (other than the Cement Masons' Program) that is administered by a third party and is acceptable to the Union.

Every Employer signatory to or bound by this agreement shall contribute \$0.03 per hour to the Trust commencing on May 5, 2010. This hourly contribution provided for in this Section shall be remitted along with the fringe benefit contributions provided for in other provisions of this Agreement. Contributions to this Trust shall only be used for the payment of costs directly related to administering the Cement Masons' Program. Any individual failing a drug

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test shall be responsible for the costs of any follow-up counseling and re-testing required to establish good standing in the Cement Masons' Program.

Claims for contributions obligated by this Article are not subject to the grievance and arbitration provisions of this Agreement. The Trustees of the Trust may directly file suit and upon prevailing shall be entitled to attorneys' fees, costs, interest, and liquidated damages as provided in Section 7.10

### ARTICLE 3

#### Area Limits

Section 3.01 It is agreed that the provisions of this Agreement shall be applicable to all work of the Employer involving cement masons and cement masons apprentices performed at job sites located within St. Louis City, St. Louis County.

Section 3.02 This agreement may also be applicable to all work performed in the counties of St. Charles, Warren, Franklin, Jefferson, and Lincoln. Work that is performed in these counties shall be subject to the prevailing wage of these counties. A contractor shall be considered signatory in the above counties if the Employer has signed the signatory sheet as attached to this contract for the above stated counties.

### ARTICLE 4

#### Uniform Agreements in Industry

Section 4.01 If the Union enters into any agreement with any employer for work in areas covered by this Agreement, upon more favorable terms to such other Employer that are embodied in this Agreement, and if such more favorable terms are allowed to continue in effect, such more favorable terms shall be made immediately available to the Employers signatory to this Agreement.

### ARTICLE 5

#### Declaration of Principles

The following underlying principles shall apply to all relations under this agreement.

Section 5.01 No limitations shall be imposed upon the amount of work an employee shall perform during his/her working day.

Section 5.02 No restriction shall be imposed upon the use of machinery, tools, or appliances, except as may hereinafter be provided in the working rules.

Section 5.03 No restrictions shall be imposed upon the use of any raw or manufactured materials, except that prison made materials or products shall under no circumstances be used.

Section 5.04 Employees shall be free to work for whomever they wish and shall be entitled to demand and receive the wages and all other benefits provided for the terms of the Agreement.

Section 5.05 The use of cement mason apprentices and trainees shall be recognized and to be permitted as long as these classifications are recognized by the Union.

Section 5.06 The Foreman shall be selected by and recognized as the agent of the Employer, provided he/she is a qualified cement mason.

Section 5.07 The Steward shall be selected by the Union from the cement masons on the job and shall be recognized as the agent of the Union.

Section 5.08 The Employer agrees that there will be no discrimination against any employee for upholding this Agreement.

### ARTICLE 6

#### Working Rules Included

Section 6.01 The parties hereto and all Employers and employees covered by this Agreement shall comply with and conform to the Working Rules hereinafter set forth and any amendments thereof or additions thereto which the parties hereto, by agreement, may make or adopt; provided, that such amendments or additions, when so made or adopted, shall forthwith be in full force and effect and shall be appended to this Agreement and become part thereof.

### ARTICLE 7

#### Wages and Other Payments

Section 7.01 (a) **Commercial and Heavy/Highway Wages:** Wages shall be frozen for all classifications for a period of two (2) years. In the subsequent year, the wages shall increase \$1.15 per hour for all journeymen. Wages for Cement Masons Trainees shall remain the same for the term of the Agreement. The Hourly scale of wages and scheduled increases during the term of this Agreement for Commercial Building Construction and Heavy/highway Construction (as defined in Section 7.31) shall be as follows:

	Effective 5-17-10	Effective 4-4-11	Effective 4-2-12
<b>Journeyman</b>	<b>\$29.05</b>	<b>\$0.00*</b>	<b>\$1.15*</b>
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>	<b>\$30.05</b>	<b>\$0.00</b>	<b>\$1.15*</b>
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>	<b>\$30.55</b>	<b>\$0.00*</b>	<b>\$1.15*</b>

(Includes amounts to be paid with Vacation Fund pursuant to Section 7.12)\* At any time during the term of this Agreement the Union shall have the option to allocate from wages to the fringe benefit fund such additional amounts as it deems necessary. The union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis.

Section 7.01 (b) **Residential Wages:** Wages shall be frozen for all classifications for a period of two (2) years. In the subsequent year, the wages shall increase \$1.15 per hour for all journeymen. Wages for Cement Masons Trainees shall remain the same for the term of the Agreement. The hourly scale of wages and scheduled increases during the term of this agreement for Residential Construction (as defined in Section 7.31) shall be as follow:

	Effective 5-17-10	Effective 4-4-11	Effective 4-2-12
<b>Journeyman</b>	<b>\$26.82</b>	<b>\$0.00*</b>	<b>\$1.15*</b>
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>	<b>\$27.82</b>	<b>\$0.00*</b>	<b>\$1.15*</b>
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>	<b>\$28.32</b>	<b>\$0.00*</b>	<b>\$1.15*</b>

(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)\* At any time during the term of this Agreement the Union shall have the option to allocate from wages to the fringe benefit fund such additional amounts as it deems necessary. The union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis.

**Section 7.01 (c) Cement Mason Trainee:** The Employer may hire no more than three (3) Cement Mason Trainees who shall be paid \$21.00 per hour plus the appropriate contribution into the Health and Welfare Fund described in Section 7.07. No other contributions shall be required. There shall be no restrictions on the type of work to be performed by a Cement Mason Trainee. The employer shall be limited to three (3) Cement Mason Trainees with no more than one (1) Cement Mason Trainee on a crew. A crew consists of two (2) or more journeymen.

Any Cement Mason Trainee must, after twelve (12) months in the classification of Cement Mason Trainee for any signatory contractor, enter the Apprenticeship Program or be terminated. If the Employer recommends the Cement Mason Trainee be entered into the Apprentice Program, then the Union shall determine at what term the Cement Mason Trainee shall enter the Apprentice program, but in no event shall the Cement Mason Trainee enter at less than a Second Term Apprentice.

**Wages and Other Payments**

**Section 7.02 (a)** Wages shall be frozen for all classifications for a period of two (2) years. In the subsequent year, the wages shall increase \$1.15 per hour for all journeymen. Wages for Cement Masons Trainees shall remain the same for the term of the Agreement. Due to existing conditions, the wages and scheduled increases in the counties of Lincoln, Warren and Franklin, in the state of Missouri, will be as follows of Projects of less than \$10 million.

	Effective 5-17-10	Effective 4-4-11	Effective 4-2-12
<b>Journeyman</b>	\$27.18	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>	\$28.18	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>	\$28.68	\$0.00*	\$1.15*

(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)\*At any time during the term of this Agreement the Union shall have the option to allocate from wages to the fringe benefit fund such additional amounts as it deems necessary. The union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis.

**Section 7.02 (b)** Wages shall be frozen for all classifications for a period of two (2) years. In the subsequent year, the wages shall increase \$1.15 per hour for all journeymen. Wages for Cement Masons Trainees shall remain the same for the term of the Agreement. Due to existing conditions, the wages and scheduled increases in the Counties of Lincoln, Warren and Franklin in the state of Missouri, will be as follows on Projects of \$10 million or more.

	Effective 5-17-10	Effective 4-4-11	Effective 4-2-12
<b>Journeyman</b>	\$27.88	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>Foreman</b>	\$28.88	\$0.00*	\$1.15*
(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)			
<b>General Foreman</b>	\$29.38	\$0.00*	\$1.15*

(includes amount to be paid with Vacation Fund pursuant to Section 7.12 hereof)\*At any time during the term of this Agreement the Union shall have the option to allocate from wages to the fringe benefit fund such additional amounts as it deems necessary. The union shall also have the option to reallocate, amounts contributed to the fringe benefit funds from one fund to another on a prospective basis.

**Apprentice Percentages for Applicable Wage Rates for apprentices indentured after May 1, 1989:**

1 <sup>st</sup> term 50%	3 <sup>rd</sup> term 60%
2 <sup>nd</sup> term 55%	4 <sup>th</sup> term 80%

No pension contribution shall be made to apprentices until they have completed their third term in the program. The word "term" shall be as defined by the Cement Mason's Apprenticeship Standard.

**Section 7.03** The hourly scale of wages paid to a Foreman shall be a dollar (\$1.00) per hour more than the hourly scaled wages paid the journeymen cement masons.

On jobs where two or more Foremen are employed, one of them shall be designated as the General Foreman and his hourly scale of wages shall be fifty cents (\$.50) per hour more than that received by the Foreman.

**Section 7.04** All employees engaged in swinging scaffold, sandblasting, composition and hot or cold asphalt or mastic work shall be paid fifty cents (\$.50) per hour over and above their regular hourly scale of wages.

All contractors under this jurisdiction shall be required to provide air-fed equipment for any type of sandblasting. No sandblasting work shall be performed off a ladder. All swinging scaffolds on which sandblasting is done must have steel cables.

**Section 7.05** Under no circumstances shall a cement mason be allowed to work on a salary basis.

**Section 7.06 Pension Fund:** Effective May 19, 2010, in addition to the above per hour wage rate, the Employer will contribute seven dollars and three cents (\$7.03) per hour for each actual hour worked by each employee covered by this Agreement except apprentices who have not completed their third term to the PENSION FUND OF LOCAL UNION NO. 527 OF THE CEMENT MASONS' INTERNATIONAL ASSOCIATION AND PARTICIPATING EMPLOYERS.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the PENSION FUND and the rules and regulations adopted hereunder.

**Section 7.06 (a)** If at any time during the term of this contract, the Cement Masons Pension Fund referred to in section 7.06 enters critical status (Red Zone) as established under the Pension Protection Act of 2006, and if as a result of the Pension Plan's Critical Status the Employers become subject to a contribution surcharge, then the hourly wage rate provided for in the contract shall be reduced by an amount equal to one-half of the hourly surcharge.

In addition, if the Pension Fund Trustees adopt a rehabilitation plan that includes one or more proposals for a contribution rate increase, and if within 30 days thereafter the Union fails to submit, or the membership rejects, a reallocation pursuant to sections 7.01 and 7.02 that increases the pension contribution by 50% of the rate increase set forth in any such proposal, then so long as an Employer surcharge remains in effect, the hourly wage rate provided for in the contract shall be reduced by an amount equal to 100% of the hourly surcharge. If the Union submits and the membership approves the reallocation described in the previous sentence, the Employer will pay the remaining 50% of the contribution rate increase in order to put the rehabilitation plan into effect.

**Section 7.07 Welfare Fund:** Effective May 19, 2010 in addition to the above per hour wage rate, the Employer agrees to pay the sum of six dollars and eighty five cents (\$6.85) per hour for each actual hour worked by all employees covered by this Agreement, including apprentices, to the Trustees under the Agreement and Declaration of Trust which has been heretofore set up and established to provide welfare insurance programs for employees and their families and which is jointly administered by equal numbers of Employer and Union Trustees.

**Section 7.08 Fringe Benefit Remittance Procedure:** The Employer shall remit all payments required under Sections 7.07 through 7.13 hereinafter referred to as "Fringe Benefit contributions," as follows: the Employer agrees to be bound by the terms and conditions of the written Depository Agreement dated November 1, 1997, executed by the Associated General Contractors of St. Louis, Site Improvement Association and Commerce Bank, N.A., pursuant to which Commerce Bank acts as a depository and Employers' disbursing agent for Fringe Benefit contributions. The Employer shall remit Fringe Benefits Contributions monthly, by calendar month, in such timely

manner that the contributions will be credited to the respective Fringe Benefit Payees by the 20<sup>th</sup> day of the month following the month for which the contributions are made. The Employer's remittance shall consist of a single check, made payable to 'Cement Masons Benefit Funds', in the combined amount of all Fringe Benefit contributions due for month plus \$1.25 Bank service charge, together with a completed and signed Remittance Report in the form established and current under the Depository Agreement. Current Remittance Report forms may be obtained from the Union. The Employer's remittance shall be sent to the address shown on the current Remittance Report form.

**Section 7.09 Delinquency Charges:** In the event the Employer fails to make prompt and timely reports as required, and payment of the contributions due to Cement Masons' Union Local 527 Pension Fund and Welfare Fund, the Union, following seventy-two (72) hours written notice by the Fund Trustees to such delinquent Employer may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and contributions due are paid.

**Section 7.09 (a)** The Union shall have the right at any time, notwithstanding the provisions of Article 13 or 14, or any other provision of this Agreement, to call or incite, or engage in a strike or work stoppage against the Employer who fails or refuses fully and literally to comply with all provisions contained in this Section of the Agreement.

**Section 7.10 Collections:** It is recognized and acknowledged by all parties, including the participating Employers, that the regular and prompt payment of contributions is essential to the maintenance of the trust funds identified in this Agreement and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to such trust funds which would result from the failure of an individual Employer to pay the contributions required herein within the time provided. Therefore, if any individual Employer shall fail to pay contributions to trust funds as required by this Agreement on or before the due date, such Employer shall be liable, in addition to the unpaid balance for liquidated damages of \$25.00 for each delinquency, or 10% of the amount of the contribution which are owed, whichever is greater, and, in addition, the delinquent contributions shall bear interest at the rate of six percent (6%) per annum from the due date until they are paid. The trustees shall have the authority, however, to waive all or part of the liquidated damages, or interest, for good cause shown.

Further, in the event the Trustees place the account in the hands of legal counsel for collection the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: 20% of the total amount collected (including liquidated damages and interest) if collection is effectuated prior to starting suit, or filing a lien or institution of an arbitration or other collection proceeding, and 33 1/3% of the total amount collected (including liquidated damages) if collection is effectuated after the commencement of suit or filing a lien or institution of an arbitration or other collection proceeding. The Trustees shall have the authority, however, to waive all or part of the attorneys' fees, or collection costs, for good cause shown.

**Payroll Auditing:** The Trustees of the trust funds to which Employer contributions are required by this Agreement shall have the authority to require an audit of the payroll books and records of participating Employers by the Trustees' accountants. No one Employer shall be audited more often than once every three (3) years on a random basis; but if the Trustees have evidence that an Employer has failed to make proper and timely contributions as required herein, then the Trustees may require and audit of such Employer's records regardless when the last audit may have taken place.

Each employer shall make its payroll books and records available to accountants designated by the Trustees for audits authorized herein, upon receipt of written notice given by the Trustees by certified mail at least 10 days prior to the audit date. In the event that any such audit established that an employer has underpaid required contributions by 10% or more of the total amount due, then the Employer shall be liable for the costs of the audit; otherwise, such costs shall be paid by the Trustees. The Trustees shall have the authority to waive an Employer's liability for all or part of such costs for good cause shown.

**Section 7.11 Site Advancement Fund:** In addition to the per hour wage rate, effective May 1, 2006, the Employer shall contribute thirty two cents (\$0.32) per hour for each actual hour worked by each employee covered by this Agreement to the Site Advancement Fund. Of such thirty two cents (\$0.32) per hour contribution, SAF retains fourteen cents (\$0.14) with the remaining eighteen cents (\$0.18) used for training/facilities purposes. The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Fund. The primary purposes of the Fund, as set forth in the Trust Agreement, shall include

apprenticeship training, advanced training and education, safety education, and other educational and informational programs for employee and industry betterment.

This section shall remain in effect and not subject to renegotiation for one (1) year after the termination of this contract.

**Section 7.12 Vacations:** There shall be included in the cement masons wage rate per hour an amount to be deducted from the employee's gross wages and paid as a contribution to the Cement Masons' Local 527 Vacation and Administrative Trust. Said amount shall be one dollar and twenty-five cents (\$1.25) per hour plus an amount equal to three and one-fourth (3 1/4%) of the sum of the total wages earned by the employee plus the total Pension and Health and Welfare contributions payable on his/her behalf for the applicable payroll period (.005 or over shall be paid as one (1) cent).

The administration of such contribution shall be governed by the terms of the Trust Agreement creating the Cement Masons' Local 527 Vacation and Administrative Trust. Information as to the form and methods of operation may be obtained from the office of the Union or Association.

The Employer's signatory hereto agree to accept the terms of the Cement Masons' Local 527 Vacation and Administrative Trust, its rules, regulations and the Trustees serving.

**Section 7.13** An employee may, upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he/she is employed, without jeopardizing future employment on that job, provided, however, that the work on the job is in progress on his/her return and that no more than one (1) employee on such job shall be on vacation leave at any one time, without agreement to that effect with the Employer.

**Section 7.14** Employees shall receive their vacation pay during the month of November. The checks will be mailed to the last address on file with the Union office.

**Section 7.15** The Union shall have the right at any time, notwithstanding the provisions of Articles 13 or 14 or any other provisions of this Agreement, to call, incite or engage in a strike or work stoppage against the Employer who fails or refuses, fully and literally, to comply with all provisions contained in this Section of the Agreement.

**Section 7.16 Apprentices:** Apprentices shall be apportioned among the various Employers of cement masons.

On commercial, residential and heavy and highway construction, employers will be allowed one (1) apprentice to three (3) journeymen; two (2) apprentices for four (4) to ten (10) journeymen; and one (1) additional apprentice for every additional 5 journeymen.

No apprentice shall be allowed to work on a job unless a journeyman cement mason is with him/her. This restriction will not apply if the Apprentice coordinator grants an exception for the Employer.

If more than four (4) cement masons are employed in the total work force of a contractor employing an apprentice, the apprentice shall be the fifth (5<sup>th</sup>) man/woman to work on any given day, provided there is a job on that day requiring two (2) or more men/women.

In times of slack work an Employer employing more than one (1) apprentice shall apportion the available work among the apprentices on as equal basis as possible.

Foremen are charged with the duty and responsibility of making provisions for the proper training of apprentices. They shall see to it that apprentices are given ample opportunity to become proficient in the various branches of the trade.

Apprentices will be counted for workload in proportion to percentage of wages as outlined in Article 7, Section 7.01.

The Employer shall give notification to the Joint Apprenticeship Committee pertaining to the dismissal of an apprentice before removal.

The apprenticeship program shall be conducted in accordance with rules and regulations adopted and established by the Office of Apprenticeship, U.S. Department of Labor and under terms of the Apprenticeship Agreement dated June 21, 1960; revised May 28 1964.

Apprentices shall not receive pay for attending school.

**Section 7.17 Surety Bond and Insurance:** The employer shall secure and maintain surety bond or a letter of credit 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 or letter of credit in such amount.

Amount of surety bond or letter of credit required shall be determined by the number of cement masons he has under his employment. To be as follows:

1-5 Cement Masons.....\$10,000.00

Providing that \$10,000.00 bond or letter of credit will be increased if an expense is incurred to the Fund collecting a delinquent account. If a cost to the fund is incurred the \$10,000.00 bond or letter of credit will be increased to \$20,000.00.

6 or more Cement Masons.....\$50,000.00

**Section 7.18 Insurance:** The Employer shall provide "Workmen's Compensation" insurance against injury and "Unemployment Compensation" protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his/her compliance with such provisions of this Section.

**Section 7.19 Hours of Work:** The regular workday shall consist of eight (8) consecutive hours, (except as provided elsewhere in this section) with pay at the regular straight time hourly rate, exclusive of a thirty (30) minute unpaid lunch period. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m.

On Commercial and Residential work the regular work day shall consist of 8 consecutive hours per day at the applicable rate of pay.

The starting time for the regular work day may commence between the hours of 6:00 a.m. and 9:00 a.m. or 9:30 a.m. if required by government agency or municipal ordinance, exclusive of 30 minute unpaid lunch period.

Overtime will be paid on all hours worked prior to 6:00 a.m. and after 8 straight time hours.

The starting time for separate crews on any Commercial, Residential or Heavy/Highway projects can be adjusted from 6:00 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year if required by government agency or municipal ordinance.

The following provisions shall apply to the starting time:

- A. If cement masons are working in two or more areas on different operations on the same project, each group can be started at different times providing the employees involved concur.
- B. The above applies separately to each Employer on a project.
- C. A saw cutting crew may be started outside the normal starting times.

On Heavy/Highway work, the contractor may elect to perform work outside the normal work hours and if the Employer so elects to work outside the normal work hours, he shall pay a premium of one dollar and fifty cents (\$1.50) over their regular hourly rate for such work. If another craft employed by the Employer on the same project, is paid a higher premium when working outside the normal work hours the cement masons working on such project outside the normal work hours shall receive the higher premium.

The employer when working on prevailing wage highway and road work may have the option to schedule the work for their crew only, from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours excess of ten (10) hours in any one day to be at the applicable overtime rate. The Employer shall declare on Monday if he/she intends to work four (4) ten (10) hour days. When an Employer works a project on a four (4) ten (10) hour day work schedule, the employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

On commercial site work only, Employer may establish a four (4) ten (10) hour day work schedule except in the months of July and August exclusive of the thirty (30) minute unpaid lunch period at the straight time wage. When four (4) ten (10) hour days are to be established, the Employer shall notify the Union. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a

job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

If the Employer elects to work from Monday through Thursday and is stopped due to weather or other conditions beyond the Employer's control, he/she shall have the option to work Friday at the straight time rate of pay to complete his/her forty (40) hours.

However, if Friday or any portion of the day is used to complete the week, each employee will be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate unless work is halted due to weather or other conditions beyond the Employer's control.

If Heavy/Highway employees begin working the morning and work for less than four (4) hours, they shall be paid for four (4) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If they begin work in the afternoon and work for less than four (4) hours, they shall be paid for four (4) hours work unless work is stopped due to weather or other conditions beyond the Employer's control. These provisions for four (4) hours guaranteed shall likewise apply to Saturday, Sundays and Holidays, but on these days the compensation shall be at the applicable overtime rate.

If the Employer has opted to work the ten (10) hour day the following provision shall apply: if Heavy/Highway employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours unless work is stopped due to weather or other conditions beyond the Employer's control. If they begin work in the afternoon and work for less than five (5) hours, they shall be paid for five (5) hours work unless work is stopped due to weather or other conditions beyond the Employer's control.

If, after starting work, the Employer elects not to continue due to weather or other conditions beyond the Employer's control, employees shall be paid for the actual hours worked, the minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

If a crew of another trade of the Employer is working on such job and such crew is receiving overtime pay, the crew of cement masons will also receive the applicable overtime pay.

On residential work only: In the event workday is lost during the week, Monday through Friday due to weather or other conditions beyond the Employer's control, Saturday, may be scheduled as a makeup day at the straight time rate of pay. Makeup day on Saturday may be optional on the part of the employee with no disciplinary action taken by the Employer for refusal of the employee to work.

**Projects that cannot be performed during regular workday:** On projects that cannot be performed during regular workday, i.e. plant maintenance and modifications of operating plants, starting time will begin when the employee starts to work. Employees shall receive a premium of \$1.50 per hour in addition to their hourly rate, and all over eight (8) hours to be at the applicable overtime rate. If another craft employed by the Employer on the same project, is paid higher premium, when working outside the normal work hours the cement masons working on such project outside the normal working hours shall receive the higher premium. All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

**Section 7.20 Lunch Period:** The thirty (30) minute lunch period shall be between the third and fifth hours of work. If start of lunch period is delayed beyond the third through the fifth hours of work, employees whose lunch period is postponed shall be paid one half hour at time and one half for such lunch period.

Sufficient number of cement masons must be kept through lunch period to protect the quality of floors in the opinion of the foreman.

If employees are not given a lunch period after working eight (8) consecutive hours on an eight (8) hour day or ten (10) consecutive hours on a ten (10) hour day, they shall be paid one (1) additional hour at time and one half.

**Section 7.21 Show Up Time:** A cement mason who is ordered on the job and who is not put to work, shall receive two (2) hours pay unless prevented from working due to weather or other conditions beyond the employer's control.

Employee unable to work because of physical condition, lack of safety apparel as required, improper or insufficient tools, or inability to perform work assigned shall not be entitled to show up time. A cement mason who is called or ordered on the job and who is not put to work because muddy conditions at the job site, shall receive one (1) hour pay for show up time. If, after starting work, the Employer elects not to continue due to weather, or other conditions beyond the Employer's control, employees shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

**Section 7.22 Overtime:** Time and one-half shall be paid after eight (8) consecutive hours worked (except as provided in Section 7.19) after the established starting time and for hours worked before the established starting time. Time and one-half shall be paid for work performed on Saturday (except as provided in Section 7.19). Work performed on Sundays and Holidays shall be paid at the double time rate of pay.

On all overtime work after the pour is completed the number of Cement Masons kept to finish any unfinished area will be determined by the Foreman and Steward. On jobs of two (2) or more days duration, overtime shall be equally distributed as near as possible among all the cement masons. (Excluding Foreman and Steward)

On any job where two (2) or more employees of the contractor are employed during regular working hours a minimum of two (2) employees shall remain on the job for any overtime work for safety reasons.

**Section 7.23 Supper time:** Employees shall be allowed one-half (1/2) hour for supper with pay at the applicable overtime rate if they are to continue working beyond ten and one-half (10 ½) consecutive hours.

In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay, after each additional four (4) hours of overtime worked.

**Section 7.24 Holidays:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**Section 7.25 Payday:** The payweek shall end Tuesday night at 4:30 p.m., unless otherwise required by state or federal laws or agencies or the Employer has received approval from his/her employees to change the payweek. Employees shall receive their wages by 4:30 p.m. on the following Friday at the job site on which they are working. If such wages are not then paid, the Employer shall be obligated to continue to pay said employees their straight time hourly scale of wages from said deadline until such wages are paid in full. If, at any time, the Employer's check is not paid by the bank on which it was drawn, the Employer shall pay the employees an additional two (2) hours pay at straight time and he/she shall thereafter be required to pay by cash.

The workweek shall begin on Monday at the established starting time.

If employees are required to go to the Employer's office to collect their wages, the Employer shall pay them an additional four (4) hours pay at the straight time rate, except during inclement weather. In the event of inclement weather on payday, checks will be available by 12:00 noon.

When an employee is to be laid-off, he/she must be notified one-half hour prior to normal quitting time so he/she can gather up his/her equipment and tools. The Employer shall have the option of paying the employee off that day or sending a check postmarked no later than the workday following the day of lay-off. If the employees' check is postmarked later than the workday following the day of lay-off, the Employer shall pay the employee two (2) hours pay at the straight time rate per day of delay, including Saturdays, Sundays and Holidays, up to a maximum of ten (10) hours (five (5) day delay). If the employee has not received a paycheck as required above, he/she shall notify the Employer within five (5) days.

If the Employer fails to comply with the above provisions, the penalty will be increased to four (4) hours at straight time rate per day of delay for the third and fourth offense. A fourth offense automatically causes the contractor to revert to "layoff is payoff" for the balance of the contract year. The Union shall notify the Employer when such provision is invoked.

Upon written approval of the employee, wages due workers may be paid by direct deposit to the employees' accounts.

**Section 7.26 Shifts:** Shifts may be established except for floor work and work performed on hanging scaffolds when considered necessary by the Employer.

- A. Shift hours and rates to be as follows: First Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch, beginning at 8:00 a.m. and ending at 4:30 p.m. Second Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch, beginning between 3:30 p.m. and 5:30 p.m. Third Shift: Eight (8) hours plus one-half (1/2) hour for unpaid lunch, beginning seven and one-half (7 ½) to nine and one-half (9 ½) hours following commencement of the second shift, the actual start of said second and third shifts within these time frames being at the discretion of the Employer.
- B. The first shift will be paid at eight (8) hours straight time for eight (8) hours' work. The second shift will be paid at eight (8) hours straight time plus Two Dollars and Fifty Cents (\$2.50) per hour for eight (8) hours' work, said additional pay being in the nature of overtime for second shift work. Third shift shall be paid eight (8) hours straight time plus Three Dollars and Fifty Cents (\$3.50) per hour for eight (8) hours' work, said additional pay being in the nature of overtime for third shift work.
- C. Shifts will be established for a minimum of three (3) consecutive workdays.
- D. If only two (2) shifts are to be worked, the Employer may regulate starting time of the two (2) - shift operations only to the extent permitted herein to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift whether there be one (1), two (2) or three (3) shifts.
- E. Shifts for floor work and work performed on hanging scaffolds shall be two shifts and shall be paid for at the wage scales prescribed in Section 7.01 of these working rules; overtime in connection with such shift work shall be in accordance with the provisions of Section 7.22 of this Article.
- F. Payment for shift work shall be determined on the basis of when an employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time; the shifts which begin on Saturday morning and end on Sunday morning will be paid at time and one-half, the shifts which begin on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominantly during the evening hours shall receive second shift pay; employees working predominantly during the early morning hours shall receive third shift pay. All said shift pay shall be considered as in the nature of overtime pay and second and third shifts shall commence only during the time periods described herein.
- G. Nothing above prohibits the working of any shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.
- H. On paving work in the event of inclement weather, the consecutive day rule will not apply.

**Section 7.27 Time Off for Medical Aid:** Any employee who, as a result of injuries received on the Employer's job, is required at any time to leave the job site on which he/she is then working in order to obtain medical examination, aid or treatment for such injuries, shall not have deducted from wages for such day any time spent in traveling to and from the place where such examination, aid or treatment is given, or in waiting for or receiving such examination, aid or treatment.

**Section 7.28 Safety Apparel:** Employee will furnish his/her own hard hat, suitable shoes, goggles, and respirator, and will use such safety items, as required by the Employer, at all times and shall be subject to immediate discharge for failure to do so. Employer must comply strictly with the State and Federal safety regulations at all times.

**Section 7.28A OSHA 10:** In order to facilitate a safer work environment, each employee covered by this Agreement, as a condition of employment shall complete the OSHA 10-hour construction and safety training course, no later than May 1, 2010. The Union shall provide the opportunity for training of the 10-hour OSHA safety training class through the Apprenticeship/Journeyman Training Program, although it is recognized that other sources of training are available, any employee who chooses to train through another source shall be solely responsible for paying the cost thereof. After May 1, 2010, all new hires who have not previously completed the training course through referral by the Union shall complete the training within 60 days of hire. The Employer shall confirm that the employee has completed the safety training prior to hire, or shall refer the employee to the Apprenticeship/Journeyman Training Program for training within 60 days of hire. The Union shall not be liable for the failure of the Employer to refer any employee to training. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

**Section 7.29 Waiting Time:** When, because of rain or other cause, the Employer causes cement masons to wait or standby on a job in order to save or protect work, such employees shall be paid for such waiting or standby time in accordance with the hourly wage scales set forth in Section 7.01 of this Article. The foregoing shall apply also in any case where cement masons are required to wait or standby for material to set up.

If men leave a job unfinished because of rain, snow or other inclement weather conditions and return to finish the work the same day, after quitting time, they will receive eight (8) hours pay at straight time plus payment for actual hours worked at the overtime rate beginning from the time they returned to the job.

**Section 7.30 Stack Rates:** When working on smokestack work, (smokestacks on separate foundations) the following rates shall apply:

	Rate per hour over basic rate
1 to 24 feet.....	\$ .25
25 to 50 feet.....	\$ .50
50 to 75 feet.....	\$ .75
75 to 100 feet.....	\$1.00
100 to 150 feet.....	\$1.25
150 to 200 feet.....	\$1.50
200 to 250 feet.....	\$1.75
250 to 300 feet.....	\$2.00

**Section 7.31 Definitions:** The words "Commercial Building Construction" is hereby defined to include modifications thereof or additions or repairs thereto.

The words "Heavy and Highway Construction" is hereby defined to include such work as highways and heavy improvements within the public sector, including roads, viaducts, airports, sewers, streets, alleys, railroad construction including walls and culverts, canals, and drainage projects and other work of like character, not including, however, the actual erection of buildings.

The words "Residential Construction" is hereby defined as (a) the building or construction of housing designed for occupancy by one (1) or four (4) families on one (1) individual lot; (b) two (2) units on one (1) to four (4) family units in any one (1) building where separated by a firewall, but limited to four (4) stories in height exclusive to basement; (c) two (2) or more units (including cooperative housing, apartments, condominiums, groups of swelling or row housing) under construction on adjoining lots or on lots designated and platted as multifamily development by a single development concern but limited to four

(4) stories in height exclusive of the basement; (d) subdivision development (including excavating, grading, foundation construction and street, driveway, and sidewalk paving) and the construction of accessory and service buildings in connection to be a single family residence under the provisions of Missouri Law.

## ARTICLE 8

### Working Rules

**Section 8.01 Foreman:** The foreman shall be the agent of his Employer. In all crews on the job, the ratio between journeymen and foreman shall be determined in accordance with the following schedule: In all crews where one (1) to seventeen (17) journeymen are employed there shall be one (1) foreman; where from eighteen (18) to twenty-nine (29) journeymen are employed in the same crew, there shall be two (2) foremen on the job and one shall receive general foreman rate where thirty (30) journeymen are employed in the same crew three (3) foremen shall be employed and one (1) of them shall be designated as a general foreman and for each additional fifteen (15) journeymen above thirty (30) in the same crew, an additional foreman shall be employed.

On any job where there are twelve (12) or more cement finishers employed in the same crew, the foreman or a general foreman shall not handle or use cement finisher tools.

On all jobs where one (1) or more cement masons are employed one of them shall be paid a foreman's wage. The cement mason foreman or general foreman shall take orders only from the Employer or the Superintendent. The foreman shall have the authority to direct and control placing and finishing of concrete.

**Section 8.02 Job Steward:** On all jobs where two or more cement masons are employed, one of the cement masons on the job shall be appointed by the Union to act as Job Steward. The Union will notify the Employer or the foreman of the name of the steward selected.

If for any reason a steward is to be transferred from the job on which he/she is steward, the Steward shall notify the Union hall. In the event a steward leaves the employ of the Employer, he/she shall lose his/her position as steward. It shall be the steward's duty to report any violations of the terms of this Agreement to the Union and he/she shall not be discriminated against for the performance of such duties.

In the event of accident or sickness involving a cement mason, job steward shall be responsible for medical care and for taking care of the tools belonging to the cement mason involved.

#### Section 8.03 Miscellaneous:

(a) When two (2) or more hours are required for cement masons to set steel forms 10 inches (10") or larger, there shall be two (2) employees working such forms.

(b) Ice water must be available during warm weather, at least from May 1 to September 30. All drinking water shall be on the job site not later than one (1) hour after the starting time.

(c) When any work is to be left in an unfinished or unsatisfactory manner, in the opinion of the Foreman or the Steward, the Employer or his/her representative must sign a release in triplicate which will absolve the employees from any blame for leaving the work in the above mentioned manner. If release is not signed, the Foreman shall see that the work is finished according to specifications. Job specifications will be made available to the cement mason foreman.

(d) Lighting: To insure safe working conditions and good workmanship, the Employer will provide sufficient lighting on all jobs that extend beyond daylight hours.

**Section 8.04 Finishing Tools, Use of:** Finishing tools on any job shall be used only by qualified, competent cement masons. Cement masons shall furnish the following tools: trowel, wood float, magnesium float, pointing trowel, suitable hand level, standard step tools, hammer, saw, rule, tape, side-groover and center-groover.

Cement masons will be permitted, but not compelled to carry knee boards. The Employer shall provide all other tools. In the interest of better floors and quality workmanship a cement mason will be allowed to use a trowel up to sixteen (16) inches in length to rub a floor in. No final finishing will be done with a trowel longer than fourteen (14) inches in length. No cement mason shall be permitted to supply or transport any other tools belonging to the Employer in his/her personal vehicle. The

tool known as the longitudinal float or bull float, when used for the floating in eliminating small irregularities on the surface, shall be considered a cement mason's tool.

**Section 8.05 Floor Work:** (1) All work performed by cement masons on floors having an area of 500 square feet or more shall be defined as floor work. Work on floors having areas less than this amount shall be classified as patchwork.

- (2) The setting for floor work of screeds, forms, and grade pegs shall be considered floor work.
- (3) At least one (1) cement mason shall maintain forms, screeds, and expansion joints set by the cement masons during the time any concrete, which is to remain unfinished, is being placed.
- (4) The employees shall not work on any other kind of work before pouring or while working on floor work. While working on floor work (slab on grade) on commercial projects of 4000 square feet or less, per job size, employees may work on any other kind of work after floor is finished.
- (5) When floor is finished before quitting time, the Employer shall decide whether or not employee remains on job until quitting time.
- (6) On all floor work the Employer must furnish the foreman enough employees so that upon completion of the work it will show it has been done in a workmanlike and creditable manner. The Employer or the foreman shall have the right to determine the necessary number of employees needed.
- (7) In the interest of quality workmanship, a floor that is to be covered with carpet or tile or left exposed shall not be finished with a bull float or paddle.
- (8) All floors requiring "shake coat" could be broken up by hand or power float at the discretion of the foreman. In the event water is used on final finish of any job, the steward must notify business representative and the Employer. All broom finished sidewalks and driveways except parking areas must be hand floated before brooming.
- (9) Cement masons may be assigned to other work (rubbing, patching, grouting, etc.) on the job while walls with finished tops are being poured. When the concrete reaches a level one-foot below the finish elevation, the cement masons shall work only on the wall until the finish is complete. On foundation slabs or bases that require more than one shift to pour up to one foot from the top will not require the presence of cement masons until the shift in which this elevation is reached. The union hall must be notified 72 hours in advance whenever this type of pour will occur.

**Section 8.06 Low Temperature:** In winter employees must be told at start of job temperature degree at which concrete will not be poured and employees will not be able to work, and employees must also be told of any change from that original minimum temperature degree. If Employer fails to so notify his employees and they report for work and are unable to work because of the temperature, they must be paid two (2) hours show up time. Other weather conditions to remain the same.

**Section 8.07 Material Placing and Setting Up:** No cement finish material shall be placed on any class of work unless employees on the job are at work at the time said material is put on. Employees shall not leave their work while materials is setting up, that is to say, shall not cease working temporarily and then later return to work for the purpose of finishing up.

**Section 8.08 Power Tools:** All power tools utilized in place of hand tools shall be operated and handled by qualified, competent cement masons. Only qualified, competent cement masons shall operate and control all kinds of vacuum mats used to dry cement floors in the course of preparing same for finish. All power floating and finishing machines shall be operated by cement masons exclusively except on road work. All power straight edges and laser machine straight edges shall be operated by cement masons exclusively except on roadwork. Final trowel or float finish shall be by hand unless specified by architect, engineer, or owner specifications calling for machine finish. No less than two (2) employees, one (1) being a cement mason shall be used in the operation of electrical floating and finishing machines, electrical concrete saws and electrical concrete grinders.

Layout and snapping of chalk lines of poured concrete for the purpose of concrete saw cutting will be permitted at any time with a saw cutting crew consisting of cement masons. Saw cutting crews shall be paid the minimum of eight (8) hours pay, unless work is halted due to inclement weather.

**Section 8.09 Single Employer:** Employees shall not work for two (2) different Employers on any one job; provided however, that such types of specialty work as waterproofing or patent floor materials shall not be covered by such rule. Employees shall not work on two (2) separate jobs for different Employers in one day.

**Section 8.10 Starting Jobs:** No cement mason shall commence work on any uncompleted job not started by his/her employer, unless he first notifies the Union Business Agent or his representative of his/her intention to do so.

**Section 8.11 Swinging Scaffold:** Two (2) cement masons will be assigned to swinging scaffold work (does not include boatswain's chair).

## ARTICLE 9

### Firm Member As Worker

**Section 9.01** All contracting members or journeymen members of a contracting firm will be permitted to work on residential work alone. No commercial work shall be performed by contracting members or members of journeymen members of a contracting firm in St. Louis City and St. Louis County. In the following counties, consisting of Franklin, Jefferson, Lincoln, St. Charles, Warren, Iron, Ste. Genevieve, St. Francois, Washington, Reynolds, Madison, Marion, Ralls, Pike, Crawford, Phelps, Pulaski, Dent, Texas and Shannon contracting members or journeymen members of a contracting firm shall be permitted to work on residential work alone. On commercial work of \$40,000.00 (labor and materials on concrete work) or under, contracting members of journeymen members of a contracting firm will be permitted to work alone in these other existing counties. No employer shall have more than one Contracting Member. Except as provided above, all work covered by this Agreement shall be performed only by employees covered by this Agreement.

## ARTICLE 10

### Right of Visitation

**Section 10.01** The Union's Representative, or his/her duly authorized representative carrying proper credentials, shall have the right to come upon and visit, during working hours, any job site of the Employer or the employees working thereon providing the Business Representative or his/her duly authorized representative meets all safety and insurance requirements of the owner or Employer.

## ARTICLE 11

### Intent and Purpose

**Section 11.01** This Agreement has been entered into and executed to facilitate peaceful adjustment of grievances and disputed over the terms of this Agreement between Employer and employee in the construction industry, to avoid strikes and lockouts, to prevent unnecessary and avoidable delays, waste and expense, to secure sufficient skilled workmen for the Employer when available and, so far as possible, to provide continuous employment for employees in accordance with the provisions of this Agreement at the wages herein set forth, to the end that stable conditions may prevail in this phase of the construction industry and that the labor costs thereof may be established at as low a level as is consistent with good work, fair wages and working conditions.

## ARTICLE 12

### Job Security

**Section 12.01** Solely to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that he/she will not subcontract on-site construction work requiring labor for work covered hereunder except to subcontractors who agree in writing to pay to, and provide for their employees so engaged, wages and fringe benefits no less than those specified in this Agreement, including (a) straight time hourly wage rate, (b) premium rates, (c) overtime rates, (d) welfare, pension, or other fringe benefit contributions and other working conditions of this Agreement. The Employer agrees that it is in the best interest of job progress, profitability and efficiency to develop and encourage a uniform labor policy on any job.

In order to promote the proposal just set forth, the Employer agrees to furnish the Union with a list of all subcontractors at the time of a pre-job conference, or upon written request from the Union prior to said contractor's commencing work on the job site.

**Section 12.02** Employees shall work only for recognized and qualified contractors or Employers who supply all materials and labor. Contractors shall not be permitted to contract for labor only except on structural slabs.

## ARTICLE 13

### Grievance Procedure and Arbitration

**Section 13.01** All grievances, disputes or claims (hereinafter called "grievance"), except jurisdictional disputes, which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

**Step One:** The employee raising the grievance is to first present it to his/her supervisor. If the dispute is not satisfactorily settled within three (3) working day at this level, it shall be referred to the second step.

**Step Two:** Any grievance not resolved at Step One shall be reduced to writing and be filed within twenty (20) calendar days of the occurrence giving rise to the grievance. The Employer and a Union Representative shall meet within ten (10) calendar days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Employer or his/her representative within (10) working days thereafter.

**Step Three: Arbitration:** In the event the dispute is not settled within twenty (20) calendar days following the Employer's Step Two response, either the Employer or the Union may refer the matter to arbitrate to the other party. If no written notice of intent to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned.

If written notice of intent to arbitrate is given, the Employer and the Union shall then seek to agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the Union and the Employer representatives shall write the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators. Upon receipt, the parties shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as arbitrator; either party shall have the right to request a second panel from the FMCS.

The decision of the arbitrator shall be final and binding on both the Employer and the Union. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. The expense of conducting the arbitration hearing, including the services of the arbitrator, shall be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

## ARTICLE 14

### No Strike and No Lockout Clause

**Section 14.01** Except as otherwise provided for in this Agreement, there shall be no lockouts by the Employer nor strikes by the Union during the term thereof. If any member or members of the Union, during the term of this Agreement, should engage in a stoppage of work without the authorization of the Union (commonly called a "wildcat strike"), only such member or members of the Union shall be held liable by the Employer; in any such case the Union and its other members will not be held liable by the Employer, and the Union agrees to endeavor within twenty-four (24) hours after being so request to furnish the Employer with an equal number of cement masons willing and able to carry on the interrupted work, but the Union shall in no way be liable to the Employer in the event such replacement cement masons are not then available. Any employee voluntarily engaging in such "wildcat strike" shall be subject to discharge by the Employer.

## ARTICLE 15

### Picket Lines

**Section 15.01** It shall not be a violation of this Agreement for individual employees in the unit covered hereby to refuse to cross a lawful picket line which has been authorized and established by any other union or labor organization, and the Employer hereby agrees that it will not penalize, discipline, permanently replace or otherwise discriminate against any employee electing to exercise such prerogative.

## ARTICLE 16

### Jurisdiction

**Section 16.01** Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

**Section 16.02** The Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of employers in the area.

If a jurisdictional dispute with any of the other crafts arises, it shall be settled first by and between the representatives of the organizations involved, and then if no agreement is reached, it will be referred to the International Unions involved for settlement. Pending such decision, the craft performing the work at the time the dispute arises will continue in such capacity until a decision has been rendered as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute.

There shall be no stoppage of work because of a jurisdictional dispute and both Union and Employer agree to cooperate in any other orderly procedures toward adjustment of the dispute.

**Section 16.03** If an Employer deliberately misassigns work, and the misassignment is verified in writing by the Union performing the work, the Cement Masons' Union shall file a warning notice with the Employer and his/her Association.

If said Employer repeats such misassignment, the Union shall have the right, notwithstanding the provisions of Article 13 or 14 or any other provisions of this Agreement to call or engage in a strike or work stoppage against the said Employer, provided however, it is understood and agreed that on residential work this Section does not apply.

#### ARTICLE 17

##### Exoneration and Restriction On Association's and Employer's Liability

Section 17.01 It is understood and agreed that the Negotiating Agent, the association, shall in no event be bound as a principal or Employer hereunder or be held liable as a principal one employer in any manner for breach of this Agreement by any party hereto; that the liability of the Employer and the employees hereunder is several and not joint. It is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer.

The Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims in connection with the termination of the employment of an employee in compliance with the request of the Union.

The Union agrees to accept full responsibility for any complaint or charge against the Employer of discrimination by reason of race, creed, color, age, sex, national origin or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities, or membership or nonmembership in the Union when such actions due directly or indirectly to requirements or activities of the Union.

This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto.

Should any provision of this Agreement by contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

#### ARTICLE 18

##### Management

Section 18.01 The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons is vested exclusively in Employer, provided however, that this shall not be exercised for the purpose of discrimination against any employee covered by this Agreement or in any manner contrary to the provisions of the Agreement or law.

#### ARTICLE 19

##### International Union

Section 19.01 The OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, the parent body of the Union herein (hereinafter referred to as the "International"), its officers and agents, are not parties to this Agreement and assume (and shall have) no responsibility or liability thereunder; conversely, the International and its officers and agents shall have no right of redress hereunder against the association or the Employer for the breach hereof.

The International's approval of the form and substance of this Agreement shall not be construed to make the International, or its officers and agents, parties to this Agreement, but is understood by the parties hereto only to constitute the International's certification that this Agreement is not violative of the International's constitution and Bylaws.

#### ARTICLE 20

##### Pre-Bid Conference

Section 20.01 In areas where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Association, the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association. The Association shall present its proposals for relief to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

#### ARTICLE 21

##### Termination

Section 21.01 This agreement shall be effective and binding upon the parties from the date hereof until the first day of April 2013. This Agreement shall be automatically renewed for additional periods of one (1) year, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement of within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.

IN WITNESS WHEREOF, the parties have hereunto affixed their hand the \_\_\_\_ day of \_\_\_\_\_, 2010.

**NEGOTIATION AGENT  
SITE IMPROVEMENT ASSOCIATION**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Dennis Ahal Chairman of Negotiating Committee President

Attested By: \_\_\_\_\_  
Jay Schulteheinrich Executive Director

**THE CEMENT MASONS' LOCAL UNION  
NO. 527 OF THE OPERATIVE PLASTERERS'  
AND CEMENT MASONS' INTERNATIONAL  
ASSOCIATION AFL-CIO AS  
NEGOTIATING AGENT**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Behlmann, Jr. President Joseph Knott Vice-President

By: \_\_\_\_\_ By: \_\_\_\_\_  
Sidney Goehri Business Manager C. Keith Thompson Business Representative

By: \_\_\_\_\_ By: \_\_\_\_\_  
Dennis Frenzel, Sr. Business Representative Kurt E. Dierkes Secretary-Treasurer

By: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Schwent Trustee David Schwenck Trustee

By: \_\_\_\_\_  
Brad Campbell Trustee

**CEMENT MASONS  
2010-2013  
AGREEMENT  
Negotiated by  
SITE  
IMPROVEMENT  
ASSOCIATION  
And  
THE CEMENT MASONS'  
LOCAL UNION NO. 527 OF THE  
OPERATIVE PLASTERERS'  
AND CEMENT MASONS'  
INTERNATIONAL ASSOCIATION  
AFL-CIO**

## INDEX

Subject	
Apprentices	7
Apprentice Wages	5
Area Limits	2
Collections	6
CTAF	7
Declaration of Principles	3
Definitions of Employee	1
Definitions	12
Delinquency Charges	6
Exoneration and Restriction on Association's And Employer's Liability	17
Finishing Tools, Use of	13
Firm Member as Worker	14
Floor Work	13
Foreman	12
Fringe Benefit Remittance Procedure	6
Grievance Procedure and Arbitration	16
Holidays	10
Hours of Work	8
Insurance	8
Intent and Purpose	15
International Union	18
Job Security	15
Job Steward	13
Jurisdiction	17
Low Temperature	14
Lunch Period	9
Management	18
Material Placing and Setting Up	14
Miscellaneous	1
No Strike and No Lockout Clause	16
Overtime	10
Payday	10
Payroll Auditing	6
Pension Fund	5
Picket Lines	17
Power Tools	14
Pre-Bid Conference	18
Projects that cannot be performed during Regular workday	9
Recognition	1
Right of Visitation	15

Right to Hire	1
Safety Apparel	11
Shifts	11
Show Up Time	10
Single Employer	14
Stack Rates	12
Starting Jobs	14
Suppertime	10
Surety Bond and Insurance	8
Swinging Scaffold	14
Termination	18
Time Off for Medical Aid	11
Uniform Agreements in Industry	2
Union Security	2
Vacations	7
Wages and Other Payments	3
Waiting Time	12
Welfare Fund	5
Working Rules	12
Working Rules Included	3