

**CEMENT MASONS**

**2021-2026**

**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

Apprentices.....	18
Apprentice Wages.....	11
Area Limits.....	6
Collections.....	15
Declaration of Principles.....	7
Definitions of Employee.....	1
Definitions.....	34
Delinquency Charges.....	14
Exoneration and Restriction on Association's And Employer's Liability.....	46
Finishing Tools, Use of.....	37
Firm Member as Worker.....	40
Floor Work.....	37
Foreman.....	35
Fringe Benefit Remittance Procedure.....	14
Grievance Procedure and Arbitration.....	43
Holidays.....	28
Hours of Work.....	20
Insurance.....	20
Intent and Purpose.....	41
International Union.....	48
Job Security.....	42
Job Steward.....	35
Jurisdiction.....	45
Low Temperature.....	39
Lunch Period.....	26
Management.....	49
Material Placing and Setting Up.....	39
Miscellaneous.....	36
No Strike and No Lockout Clause.....	44
OSHA 10.....	32
Overtime.....	27
Payday.....	28

Payroll Auditing.....	16
Pension Fund.....	12
Picket Lines.....	45
Power Tools.....	39
Pre-Bid Conference.....	48
Projects that cannot be performed during Regular workday.....	20
Recognition.....	1
Right of Visitation.....	41
Right to Hire.....	2
Safety Apparel.....	32
Shifts.....	30
Show Up Time.....	26
Single Employer.....	40
SITE Advancement Fund.....	17
Stack Rates.....	33
Starting Jobs.....	40
Substance Abuse.....	5
Supvertime.....	28
Surety Bond and Insurance.....	20
Swinging Scaffold.....	40
Termination.....	49
Time Off for Medical Aid.....	32
Uniform Agreements in Industry.....	7
Union Security.....	3
Vacations.....	18
Wages and Other Payments.....	9
Waiting Time.....	33
Welfare Fund.....	13
Working Rules.....	35
Working Rules Included.....	8

# **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made and entered into, effective this **1<sup>st</sup> day of April, 2021** 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 recognizes 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.

**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 2.05 (a) Hiring Process for Provisional Cement Mason**

Should the Employer hire a new Employee who has not been referred by the Union that they would like to tryout as a Provisional Cement Mason, they shall be required to pay said Employee an amount equal to the first year Apprentice Percentage Rate per hour, unless a higher wage is required by law, during an 8 day Trial Period. No Contributions to the Pension and Welfare Benefit Funds will be required during this Trial Period, unless otherwise required by law. Upon the hiring of an Employee that the Employer intends to use as a Provisional Cement Mason, the Employer must first

notify the Union or its Representative of the Employee's name and the date of hire or when the new Employee shall begin work prior to them commencing work. The Employer may utilize the said Employee in the position as a Provisional Cement Mason for a Trial Period of 8 days. Should the Employer fail to contact the Union or its Representative with notification of the new Employee's name and the date of when they began work, the Employer shall be required to pay full wages and the appropriate contributions to the Pension and Welfare Benefit Funds as described in Section 7.06 and Section 7.07 for the period of time that they worked prior to the Employer notifying the Union of the said Employee's first day of work. After 8 days of compensable employment, the Employer shall either terminate said Employee, treat the Employee as a Journeyman and pay said Employee all wages and fringe benefits as required to be paid on behalf of Journeyman, or enroll said Employee as an apprentice in the apprenticeship program set forth in this agreement. Should the Employer retain the Employee either as an apprentice or Journeyman, then on the 8th day after employment began the Employee shall become a member of the Union pursuant to the Union Security provisions of this Agreement. There shall be no restrictions on the type of work to be performed by this Provisional Cement Mason. The Employer shall be limited to no more than one (1) Provisional Cement Mason being used in a crew at one time. A crew shall consist of two (2) or more Journeymen Cement Masons. On all prevailing wage projects the Provisional Cement Mason shall be paid all wages and fringe benefit contributions required to be paid to Journeyman.

**Section 2.06 Substance Abuse:** In order to promote a safer working environment, the parties signatory to this agreement agree to adopt the St. Louis Construction

Industry Substance Abuse Consortium Policy as it exists at the date of this Agreement or may hereafter be amended. Testing for substance abuse shall be available free of charge to all employees covered by this Agreement. All employees, as a condition of employment, shall satisfy the good standing requirements of the St. Louis Construction Industry Substance Abuse Consortium Policy. All Employers covered by this Agreement shall be bound by the St. Louis Construction Industry Substance Abuse Consortium Policy and any amendments thereto.

In addition to the St. Louis Construction Industry Substance Abuse Consortium Policy, 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 written 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 St. Louis Construction Industry Substance Abuse Consortium) that is administered by a third party and is acceptable to the Union.

Any individual failing a drug test by receiving a "positive" or a "non-negative" result shall be responsible for the costs of any follow-up counseling and re-testing required to establish good standing in the St. Louis Construction Industry Substance Abuse Consortium.

## **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 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 make 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:** 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 4-5-21	Effective 4-4-22	Effective 4-3-23	Effective 4-1-24	Effective 4-7-25
<b>Journeyman</b>	<b>\$35.96</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>Foreman</b>	<b>\$36.96</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>General Foreman</b>	<b>\$37.46</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>

\*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:** 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 4-5-21	Effective 4-4-22	Effective 4-3-23	Effective 4-1-24	Effective 4-7-25
<b>Journeyman</b>	<b>\$32.58</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>Foreman</b>	<b>\$33.58</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>General Foreman</b>	<b>\$34.08</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>

\*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.

### Wages and Other Payments

**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 4-5-21	Effective 4-4-22	Effective 4-3-23	Effective 4-1-24	Effective 4-7-25
<b>Journeyman</b>	<b>\$34.09</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>Foreman</b>	<b>\$35.09</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>General Foreman</b>	<b>\$35.59</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>

\*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):** 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 4-5-21	Effective 4-4-22	Effective 4-3-23	Effective 4-1-24	Effective 4-7-25
<b>Journeyman</b>	<b>\$34.79</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>Foreman</b>	<b>\$35.79</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>
<b>General Foreman</b>	<b>\$36.29</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>	<b>\$1.40*</b>

\*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 April 1<sup>st</sup> 2021:

- 1<sup>st</sup> year - 60% of Journeyman Wage
- 2<sup>nd</sup> year - 80% of Journeyman Wage
- 3<sup>rd</sup> year - 90% of Journeyman Wage

Pension contributions shall be made on apprentices beginning their first year in the program. The word “year” shall be defined by the Cement Mason’s Apprenticeship Standards.

**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 April 5th, 2021 in addition to the above per hour wage rate, the Employer will contribute Nine Dollars and Seventy Three Cents (\$9.73) per hour for each actual hour worked by each employee covered by this Agreement 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 April 5<sup>th</sup>, 2021, in addition to the above per hour wage rate, the Employer agrees to pay the sum of Nine Dollars and Forty Four Cents (\$9.44) 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 7.06 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 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 April 5, 2021, the Employer shall contribute thirty four cents (\$.34) per hour for each actual hour worked by each employee covered by this Agreement to the Site Advancement Fund. Of such thirty-four cents (\$.34) per hour contribution, SAF retains sixteen cents (\$.16) with the remaining eighteen cents (\$.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.

The sixteen cent (\$.16) portion of the contribution retained by the SITE Advancement Fund shall remain in effect and not subject to renegotiation for one (1) year after the termination of the contract.

**Section 7.12 Dues Check Off:** The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, and to its International Union. Information as to the form and methods of operation may be obtained from the office of the Union or Association.

The obligation of the Employer in this Section shall only apply to those employees who have a valid signed dues deduction authorization form, a copy of which shall be provided by the Union to the Employer.

The Union agrees that it will indemnify and hold harmless the Employer(s) from any and all claims, suits, grievances, charges or cause of action, or offense as regards to the creation, deduction and administration of the dues check-off established by this Agreement and such indemnity and agreement to hold harmless shall include the payment of costs and reasonable attorney's fees by an attorney that was mutually agreed upon by the Employer(s) and by the Union, on behalf of the beneficiaries of such indemnity.

**Section 7.13 Vacation:** 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** The Union shall have the right at any time, notwithstanding the provisions of Articles 13 and 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 7.15 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 for up to three (3) journeymen; two (2) apprentices for up to ten (10) journeymen; and one (1) additional apprentice for every additional 5 journeymen.

There shall be no restrictions on any type of work to be performed by a Cement Mason Apprentice during the full term of his/her apprenticeship.

An Apprentice shall work under the direction of a Journeyman Cement Mason, a Cement Mason Foreman or Cement Mason General Foreman.

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 7.16 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 7.17 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 7.18 Hours of Work:** The regular workday shall consist of eight (8) consecutive hours, (except as provided elsewhere in this section) with pay at the straight time hourly rate, exclusive of a thirty (30) minute unpaid lunch period. The starting time for the regular workday may commence between the hours of 6:00 a.m. and 10:00 a.m., or 10:30 a.m. if required by government agency or municipal ordinance, exclusive of 30 minute unpaid lunch period. However, between June

15<sup>th</sup> and September 15<sup>th</sup>, if the starting time commences outside the regular starting time on commercial building and sitework, the employee, in addition to the straight time pay, shall receive \$3.00 per hour for all hours worked on such shift.

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

The starting time for separate crews on any Commercial, Residential or Heavy/Highway projects can be adjusted from 6:00 a.m. through 10:00 a.m. An Employer may further adjust the starting time up to 10:30 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.

**Heavy and Highway Construction:**

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/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.

In the event that a current employee is transferred into a crew that is working a ten (10) hour day work schedule after the work week has commenced, the employer shall be required to pay the transferred employee the applicable overtime rate of pay after eight (8) hours of work has been completed for each day of the first work week of the transfer. This does not apply to new hires working more than one day who are added to a crew that is currently working a ten (10) hour day work schedule.

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 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 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, 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 two (2) hours. 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.

**Commercial Site Work, Residential Work,  
Patching and Restoration Work:**

On commercial site work, residential work, patching and restoration work, Employer may establish a four (4) ten (10) hour day work schedule 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 with all hours excess of ten (10) hours in any one day to be at the applicable overtime rate. 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. This section does not include commercial floor work.

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 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, 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 two (2) hours. 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:**

Except for new building projects, other projects that cannot be performed during the regular work day, including plant maintenance, modifications of operating plants, parking garages, heavy traffic areas such as shopping centers, and projects that may be restricted by a

government entity, starting time will begin when 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 7.19 Lunch Period:** If the start of the 30 minute lunch period is delayed beyond the fifth hour of work, at the direction of the Finisher Foreman and/or Employer, Cement Masons 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 the Finisher Foreman and/or Employer did not give employees 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.

Cement Masons are not permitted to hold or "bank" overtime or lunch hours in exchange for future compensation or other benefits or for early dismissal from a jobsite.

**Section 7.20 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 two (2) hours 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 two (2) hours. 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 7.21 Overtime:** Time and one-half shall be paid on all hours worked prior to 6:00 a.m. and after eight (8) consecutive straight time hours (except as provided in Section 7.19). 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.

Cement Masons are not permitted to hold or “bank” overtime or lunch hours in exchange for future compensation or other benefits, or for early dismissal from a jobsite.

**Section 7.22 Supertime:** 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 7.23 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 7.24 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 to workers may be paid by direct deposit to the employees' accounts. The employer also has the option to pay the workers' wages to a debit card.

In the event that an employee approves in writing their wages to be paid by direct deposit or by debit card, the employer shall be required to make available to the employee on the designated payday documentation of the hours worked, wages paid and any deductions (such as taxes, hourly dues and vacation plan deductions) that were deducted from the employees weekly pay either by email, internet or paycheck stub.

**Section 7.25 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 7.26 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 7.27 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 7.27-A 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 7.28 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 7.29 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.....	\$0.25
25 to 50 feet.....	\$0.50
50 to 75 feet.....	\$0.75
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 7.30 Definitions:** The words “Commercial Building Construction” is hereby defined to including 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) cement masons working on 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 of a contracting firm will be permitted to work on residential work alone. No commercial work shall be performed by contracting 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 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 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.

## 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 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.

## **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 non-membership 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 **2026**. 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 this \_\_\_\_ day of \_\_\_\_\_, 2011.

NEGOTIATION AGENT

SITS IMPROVEMENT ASSOCIATION

By: \_\_\_\_\_

  
John Barrett  
Executive Director

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

By: \_\_\_\_\_

  
Daniel Flavin  
President

By: \_\_\_\_\_

  
Robert D'Amico  
Business Manager

By: \_\_\_\_\_

  
Joseph P. Kead  
Business Representative

By: \_\_\_\_\_

  
John Smith  
Trainer

By: \_\_\_\_\_

  
Keith Fox  
Trainer

By: \_\_\_\_\_

  
Patrick Barry  
Vice President

By: \_\_\_\_\_

  
Peter Kovach  
Business Representative

By: \_\_\_\_\_

  
Greg Campbell  
Financial Secretary

By: \_\_\_\_\_

Kerry Blanks  
Trainer