

MEMORANDUM OF AGREEMENT

negotiated by and between

MASONRY INSTITUTE OF  
SOUTHERN ILLINOIS

AND

VARIOUS INDEPENDENT  
CONTRACTORS

AND

SOUTHERN AND CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL

On behalf of its Affiliated Local Unions

# MEMORANDUM OF AGREEMENT

## ARTICLE 1

SECTION 1: PARTIES TO CONTRACT: This memorandum of Agreement made and entered into by and between the MASONRY INSTITUTE OF SOUTHERN ILLINOIS, hereinafter referred to as the EMPLOYER and the SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL, affiliated with the Laborers' International Union of North America AFL-CIO, hereinafter referred to as the Union, having jurisdiction over the Illinois counties for all work in Area 7 and 9.

SECTION 2: UNION SECURITY: All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is the later, as authorized in Section 8 (a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee 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 membership.

## ARTICLE 2

SECTION 1: TERRITORY COVERED: It is agreed that this Contract shall cover all the following counties in Highway District #7 and #9 located in Illinois: Alexander, Franklin, Gallatin, Hardin, Jackson, Johnson, Massac, Perry, Union, Pope, Pulaski, Saline, Williamson, Fayette, Effingham, Jasper, Crawford, Marion, Clay, Richland, Lawrence, Jefferson, Wayne, Edwards, Wabash, Hamilton and White.

## ARTICLE 3

### SECTION 1: UNION SHOP:

(a) The Parties of the first part hereinafter referred to as the contractors, agree to operate their project under the Union Shop, under the provisions of the Labor Management Relations Act of 1947, as amended.

(b) Both parties of this Agreement believe that a uniform agreement, if adopted by all employees and Union would further the interests of the construction industry and agree to use their best effort, to bring about such actions, and further believe such a uniform agreement regulating hours, wages and conditions of employment within the counties enumerated in Article 2.

(c) It is further agreed that neither party can give or assign any portion of the construction craft laborer and/or mason tender's work to any Craft or Organization without the written consent of the other party.

SECTION 2: REFERRAL CAUSE: The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed mason tenders who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employer, and shall use the District Council to recruit job applicants exclusive. On all major projects the Employer and the Union agree there will be a pre-job conference if either party so requests.

In order to maintain an efficient system of production in the industry to provide for an orderly procedure of referral of applicants for employment, the Employer and the Union agree to the following plan of referral of applicants for employment.

(a) The Employer shall notify the Union of its need for all laborers. With the exception of the steward, the employer shall have free mobility of certified mason tenders within the geographical area covered by this agreement. Provided that they are current employees, have been employed by the company within two (2) years, and are members of a Local Union within the geographical jurisdiction of the Southern & Central Illinois Laborers' District Council Districts #7 and #9.

(b) Employers may request former mason tenders for referral to a job or project, and the Union referral office shall refer said former tenders to the job or project provided they are properly registered applicants in the referral office, are available for work at the time of the request, and that no mason tenders shall be laid off or discharged to make room for such former mason tenders.

(c) The Employer retains the right to reject any job applicant referred, provided that just cause is received by the union in writing. The Employer shall have the right to determine the qualifications of his construction craft laborers and/or mason tenders and shall have the right to hire and discharge accordingly. Hiring of construction craft laborers and/or mason tenders shall be on a non-

discriminatory basis, and shall in no way be affected by Union membership bylaws, rules, regulations, constitutional provision or any other aspect or obligation of Union membership, policies or requirements.

(d) Registration and referral of applicants shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. There shall be no discrimination by the Union or the Contractor, against any mason tender or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment, for reasons of race, religion, color, sex, age or national origin.

(e) The Employer in requesting referrals shall specify to the Union (1) the number of mason tenders required, either certified or non-certified; (2) the location of the project; (3) the nature and type of construction, demolition, etc. involved; (4) the work to be performed, and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of qualified applicants. All referral requests shall be made in writing. If the request is made by phone it shall be followed up in writing within 48 hours.

(f) The Union Shall register and refer all applicants for employment covered by this contract, on the following basis:

(1) The Union shall require all job applicants to submit a resume in writing on forms of their experience and qualifications, in order to determine their ability and whether they are qualified to perform the requisite work of the mason tenders. (2) The Union shall maintain lists, which shall contain the names of applicants in the order in which they register for employment. The hours of registration and the rules of procedure of registration and referral shall be posted where such notices are customarily posted including the office where referrals are made.

(3) The Union shall refer applicants in the order of their places on said list and by qualification. Any applicant who is rejected by the Employer to whom he was employed on a job for more than three (3) days, such referral applicant's name shall be removed from the said list until such time as his employment has been terminated, at which time his name shall be placed at the bottom of the list. If a registrant, referred for employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list.

(4) Neither the Union, its agents, nor the referral office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral list, if such applicant is not available when referrals are made.

(5) The Employer may request mason tenders possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. The Employer shall confirm such

request of an Employer for qualified mason tenders with twenty-four (24) hours following an oral request.

(6) In the event that the referral facilities maintained by the Union are unable to fulfill the request of the Employer shall request applicants from the District Council. In such event, the Employer shall notify the Union office of the names of the persons employed and the dates of hiring; such notices shall be given within twenty-four (24) hours of hiring,

(7) A referred applicant shall be considered an employee only after being actually hired by the Employer. In case an Employer finds just cause to discharge a worker, who has been employed and whose work proved unsatisfactory, the Employer must inform such employees and the District Council of the reasons for such discharge in writing.

(g) In the event that any job applicant shall claim discrimination, he may, within ten (10) days following the occurrence of the event which constitutes the basis for his claim, file with the parties so charged. The other party shall be notified immediately and given a copy of the complaint. A tribunal consisting of a representative of the Employer, a representative of the Union and an impartial chairman appointed by the Employer and the Union jointly shall consider the complaint within three (3) days and render a decision which will be final and binding. The tribunal is authorized to make and issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this article, and its decision will be in accord with the Labor Management Relations Act, as amended.

(h) The parties to this contract shall post and place where notices to employees and applicants for employment are customarily posted, all provisions of this contract relating to referral procedure and Union security.

(i) The Employer shall recognize the Union referral office in the geographical area in which the job or project is located.

(j) It is the intent of both parties to this contract, to comply with fully, all State and Federal statutes and decisions. If it is found by any board or court of competent jurisdiction, that any clause, phrase, paragraph, or section shall be void, and both parties agree to immediately meet and negotiate for the replacement of such clause, phrase, paragraphs and sections of this contract, not so found to be in conflict with such laws, shall be and remain in full force and effect. It is further agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Laborers' Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

### SECTION 3: JURISDICTIONAL DISPUTES:

It is mutually recognized and understood that the Employers working under this Agreement, employ employees represented by the Union, by other Unions, and unrepresented employees, and that disputes can and do arise as to which of such employees appropriately should perform particular work assignments. The Employer shall, to the best of his ability, assign to employees represented by the Union all work within the jurisdiction of the Union and in accord with are practice.

## **ARTICLE 4**

SECTION 1: CLASSES OF WORK: It is agreed that this Contract shall apply to all skilled, semi-skilled, certified and non-certified construction craft laborers and/or mason tenders on all classes of construction work.

(a) Building Construction: Building Construction shall include the construction of building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and excavation and foundations for building construction and refineries.

(b) Highway Construction: Highway Construction shall include the construction of roads, streets, alleys, sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, light construction, sewage and waterworks improvements incidental to street and highway improvements. All work connected and related to the installation of imbedded reflectors in new and existing highways.

(c) Heavy and Utilities Construction: Heavy and Utilities Construction shall include railroad construction projects, heavy construction and railroad bridges, heavy construction sewers and water mains, grade separations involving a railroad, foundations, pile driving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites (excluding paving operations), excavation and disposal by contract of over burden and the loading by contract of all material from which the over burden has been removed, including the operation maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with serving the aforementioned work and services not including Building Construction.

(d) Environmental Work: The work jurisdiction of the construction craft laborer and/or mason tender shall be recognized for all work connected with asbestos abatement and removal, hazardous and toxic waste cleanup and removal, and

lead base paint abatement and removal. Atomic remediation and microbial remediation.

(e) Laborers' shall do all demolition and clean-up in relation to the above mentioned types of work.

SECTION 2: SCOPE OF WORK: It is further agreed that in addition to ordinary work, construction craft laborers and/or mason tenders shall control the following classes of work: wrecking, stripping, cleaning, moving, and oiling of all concrete forms, cutting off concrete pile; digging and laying of conduit lines and sewer tile; all laborer work on all machines, head form setter, hand grade operators; blasters; vibrators; puddlers, cement handlers, jack hammer men; swampers for tractors, trucks, draglines, cranes and ditching machines, asphalt rakers; men on platform of asphalt plant and asphalt machines; setting, lining and leveling of all forms, wood, iron or other materials; laying and assembling of temporary water lines and dismantling of same, and all connections; tenders to carpenters; laying of steel mesh and setting center and expansion joints; handling of bull float when used for strike-off log; all work of drill running and blasting including running of wagon drills, setting up of batching plants and manning of all batch hoppers; including cement hoppers, signal men in all construction work defined herein; manning and servicing of all vibrators; unloading, distributing, laying and making of the joints of all temporary water lines; unloading, distributing, laying and making of joints on all sewer tile; all dirt spotters, all work pertaining to concrete. All work pertaining to aggregate hoppers and batching men on batch plants, both manual and automatic, all mason tender work pertaining to pre-cast and pre-stressed concrete; all work pertaining to the dumping of all slip scrapers; all submarine cable; all tunnel work and compressed air work, the National Tunnel Agreement to apply to all tunnel and compressed air work; all flagmen; salamander tenders; sprinklers, water boys; watchmen or guards, men filling and distributing lights and all lanterns; manning and servicing on all power operated and hand chain saws: chain men and rod men, concrete saws, membrane curing spraying machine, applying of all mastic used.

Deck hands on barges and power boats. All work pertaining to asbestos and hazardous waste removal and abatement and lead base paint removal and abatement drying of plaster when done by salamander heat and cleaning and clearing of all debris, building of scaffolding and staging. The for masons; excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, dams, dikes and cofferdams; the mixing, handling, conveying, pouring, tamping, vibrating, gunniting and otherwise applying concrete on all construction, whether done by hand or any other process; stripping, dismantling, cleaning, oiling and handling of all concrete forms and false work, pouring of centers of fire-proofing purpose, the servicing of vibrators; cutting off of concrete pile; weighing, dumping and blocking and mechanical strike off; all labor work to be done by laborers on all machines puddling and manning of all batch hoppers, the laying of steel mesh, the

handling, unloading and carrying to place of installation of all rods and material for use in reinforced concrete construction, the hoisting of these materials shall be done by laborers. The operating of concrete mixers, work in excavation, preparation, concreting, paving, asphalt, brick and mastic paving, ramming, curbing, flagging, and servicing of streets, ways, court, bridges, underpasses, and the grading and landscaping thereof, and other semi and unskilled labor work connected therewith, the laying of steel mesh and setting of center steel and expansion joints, digging, and laying of conduit lines and sewer pipes, the clearing for pools and right of ways for construction, the laying, assembling and dismantling of all water lines, the setting, lining and leveling of forms, whether wood, iron or other material common and semi-skilled labor connected with asphalt, cutting of streets and alleys for laying of conduits, digging of trenches and manholes, etc., handling and conveying of material for same, construction of sewer, shafts, tunnels, subways, dams, dikes, cofferdams, culverts and flood control, underpinning and shoring, the raising and moving of all structures, drilling, jackhammering and blasting compressed air construction, signal men, mason tenders in factories and mills, the clearing, excavation, blade operating backfilling, filling, grading and landscaping of parks, parking lots and other sites, laborers in shipyard, material yards, junkyards, asphalt plants, concrete plants, cemeteries and the cleaning of street ways and sewers and other work of a semi and unskilled nature, driller, blaster, signal men and laborers in all quarries, crushed stone yards, sand and gravel pits, the wrecking of building, scaffolds and all structures, the cutting and breaking of holes in masonry walls, the operating of cutting torches, handling and distributing pipe on water lines, the firing of boilers under fifteen pounds pressure, after inspection to dry plaster or other material when building are under construction. The handling and firing of tar kettles, flagmen, watchman, salamander tenders, sprinklers and men filling and lighting flares, the cleaning of all new buildings and washing and cleaning of all windows and landscaping of all new and existing buildings. All walk behind or remote control, concrete saws, rollers, tampers and compactors. Signal men in all construction work defined herein including watchmen. All work related to grade checking including eye levels, laser beam set-up and alignment. Laying, joining and pointing of all sewer tile and lines. Destruction of all brush and trees when and if destroyed including manning of fans, curtains, chipping machines, accelerants, trimmers and stackers. Propane heaters, generators, and tending of all the equipment relating to heating and curing of concrete. Concrete conveyance machines. All work on pre-cast and pre-stressed concrete including drilling and grouting. All laborers' work in connection with the distribution of all materials on the job site, including the operation of vehicles to distribute men and tools. The operation of water pumps 4" and under. All laborers work in connection with de-watering systems. The Laborers shall operate all equipment in connection with the tending and servicing of brick layers including but not limited to: rough terrain forklifts, skid steer loaders, cranes, mortar mixers and grout pumps.

The placing of all reinforcement bars, mesh, and all other reinforcement material in roads, streets, curbs, slope walls, driveways and alleys.

The cleaning of all bathtubs, sinks and kitchen equipment.

The Employer shall determine when the above classifications are needed. It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the Laborers' International Union of North America.

Subject to the preceding paragraph, it is agreed that construction craft laborers and/or mason tenders' work shall include the following:

Tending mason, tuck-pointers, unloading, mixing and all handling of all materials. Conveying of such material by any mode or method; unloading, erecting, moving, adjustment and dismantling of all scaffolds erected by Signatory Employers for any purpose of use his own employees or others and the starting, stopping, fueling, oiling, cleaning, operating and maintenance of all mixers, mortar pumps, grout pumps and other devices under the direction of the Employer or its representative. All work in relation to or connected to grout pumps shall be the exclusive work of the mason tender with the exception that the bricklayers shall control the hose nozzle and remote control.

In addition to the foregoing, all work included in the Laborers' International Union of North American "manual of jurisdiction."

## **ARTICLE 5**

**SECTION 1: NOTIFICATION OF NO WORK:** It shall be the duty of the foreman to notify the steward and the duty of the steward to ascertain from the foreman thirty (30) minutes before quitting time in the evening or at the end of the shift when there will be no work the following day. If the employees return to work on the following day they shall receive two (2) hours show up time. If the employees start to work they shall be paid four (4) hours. If any work is performed over four (4) hours, the employee shall receive eight (8) hours pay.

**SECTION 2: INCLEMENT WEATHER:** When inclement weather prevails, the employer shall notify the employee at least one (1) hour before the regular starting time.

Failure to do so will make the Employer liable for one (1) hour reporting time and if the employees are held on the job for more than one (1) hour, they shall receive two (2) hours pay, and if the employees are held on the job more than two (2) hours, they shall receive payment for actual time held on the job. The Employer may hold the employees on the job but shall not require them to perform work in inclement weather such as rain, sleet or snow. If work is started

and then weathered out or a situation regarding equipment breakdown, laborers shall receive two (2) hours pay and then after two (2) hours shall receive pay for actual hours worked. During freezing weather the Employer may request a later starting time from the local Union and by mutual agreement have use of the later starting time. The reporting time for Saturdays, Sundays and Holidays shall be as stated above.

## **ARTICLE 6**

SECTION 1: MANAGEMENT RIGHTS: It is understood and agreed that the direction of the working forces and the right to hire, discharge for just cause, suspend, transfer, lay off, promote, demote or relieve employees of their duty shall be vested exclusively in the Employer.

SECTION 2: DETERMINING NUMBER OF EMPLOYEES: The Employer shall have the right to determine the number of employees any certain operation or portion of work shall require.

## **ARTICLE 7**

SECTION 1: WORK HOURS: A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of 7:00 a.m. and 5:00 p.m., starting time once established may not be changed except by mutual agreement. Agreements may be made between the Employer and Business Manager of the local in whose jurisdiction the work is being performed regarding the starting and quitting time, also relative to one or more shifts, but in no case shall the hours of labor exceed forty (40) hours per week at the regular rate of pay. The employer may at his discretion, cause work on any project to be done in two or more shifts. When working three shifts, the working day shall be seven and one half (7 1/2) hours each and the employees shall work seven and one half (7 1/2) hours and receive eight (8) hours pay at the basic rate of pay.

SECTION 2: LUNCH PERIOD: Employee's lunch period shall be a thirty (30) minute period between the hours of 11:00 a.m. and 1:00 p.m.; once established, lunch period may not be changed except by a mutual agreement. Any employee who works through any part of said lunch period shall be paid at the rate of time and one-half (1/2) for such period.

SECTION 3: BREAKS: Laborers employed in the removal of hazardous and toxic waste, asbestos abatement and removal, and lead-based paint abatement and removal shall receive a minimum paid break of thirty (30) minutes during each four (4) hour period.

SECTION 4: NIGHT WORK: Night work or any work where it is necessary to work outside of the regular work day shall be done at one dollar fifty cents (\$1.50) per hour in addition to the regular hourly rate after mutual agreement

between the Employer and the Union. This shall not apply to any work where agreements exist or to any work where Employees are employed during the day. The night premium rate shall be paid for all hours worked and shall be used as the base rate for all overtime pay. On night work and jobs with irregular hours a thirty (30) minute lunch break shall be taken every four (4) hours.

## **ARTICLE 8**

SECTION 1: OVERTIME: All time worked over eight (8) hours on any regular work day shall be paid at the rate of time and one-half the regular rate of pay. All work on Sundays, and all legal Holidays shall be paid at the rate of double the basic rate of pay. All Saturday work on prevailing wage projects shall be paid time and one-half (1/2) the basic rate of pay. When laborers are ordered out on Saturdays, Sundays and Holidays they shall be scheduled for and receive a minimum of two (2) hours pay. If work is performed beyond two (2) hours they shall receive pay for actual time worked.

Saturday may be used as a make-up day when a project was scheduled to work the full five (5) days of the preceding week and one of those days were not worked due to inclement weather or equipment breakdown. Employers may pay laborers straight time if allowed by law, Article 5, Section 1 and 3 shall apply to Saturday.

Eight (8) hours shall constitute a regular day's work and forty (40) hours shall constitute a regular week's work. It is mutually agreed by both parties to this Agreement that the regular hourly rate of wages shall apply to all hours worked during a regular day's work and/or for all hours worked during a regular week's work. It is further mutually agreed that the regular hourly rate of wages are those set forth in Article 23 of this Agreement.

It is mutually agreed by both parties to this Agreement that the regular overtime rate of wages shall apply on all overtime work. It is further agreed by both parties to this Agreement that overtime work shall be defined as work performed in excess of a regular day's work, or in excess of a regular week's work including work performed on Saturdays, Sundays, or holidays designated in Article 11. It is further agreed by both parties to this Agreement that it is definitely contrary to the intent of this Agreement to pay or receive the regular overtime rate of wages twice for the same hours worked.

SECTION 2: It is further mutually agreed that no provisions in this Agreement is written with the intent or thought of evading any State or Federal Statute; each provision is written and agreed to with the sole purpose of definitely showing intent of both contracting parties.

In the event that any article, paragraph or section of this contract and any amendments thereof shall be invalid with any State and Federal Law, then

neither of the parties hereto shall be bound thereby, but the said article, paragraph, and section shall be deemed to be separable and the invalidity of any portion thereof shall not affect the validity of the remainder of the contract.

## **ARTICLE 9**

SECTION 1: HOLIDAYS Holidays recognized under this contract are: Sundays, New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. A holiday shall be from midnight to midnight.

In the event any of the recognized holidays falls on Sunday, it shall be observed on the following Monday and work performed shall be paid at the rate of double the basic rate of pay.

## **ARTICLE 10**

### SECTION 1: STOPPAGE AND FINISHING DAY'S WORK:

Should some unforeseen stoppage or accident occur to some machine near the end of the day and it can be repaired and put into operation again by or before the ordinary quitting time, and the men are held on the job with pay during the stoppage, than all work shall be finished by employees remaining on the job at the rate of pay specified in Article 8.

## **ARTICLE 11**

### SECTION 1: ARBITRATION:

(a) There shall be no stoppage of work on account of any differences that might occur between the Employer and the Union.

(b) Any dispute which may arise between the parties hereto, or between any particular Employer or local union covered by this Agreement, shall be resolved in the following manner:

(1) All grievances will be submitted to the steward and the Employer's designated representative for settlement. If these two persons cannot settle the dispute within twenty-four (24) hours, then the matter shall be presented in writing within five (5) working days to the Employer or Union by the party pressing the grievance.

(2) If the matter or question cannot be settled by a representative of the Employer and the Business Manager within forty-eight (48) hours, then the matter shall be referred to a joint committee consisting of two (2) appointed by the Employer and two (2) appointed by the Union.

(3) These individuals shall meet within five (5) working days and hear and consider the matter in good faith to the best of their ability attempt to reach a majority decision on the merits of the dispute, which the decision shall be final and binding.

(4) In the event the joint committee fails to reach a majority decision within forty eight (48) hours, then the party pressing the grievance shall petition the Federal Mediation and Conciliation Service to furnish a panel of seven (7) from which seven (7) from which panel an impartial arbitrator shall be selected to hear the original written grievance and make a decision which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the impartial arbitrator shall be borne equally of both parties.

(5) In rendering his decision, the arbitrator shall not have the authority to add to or subtract from or modify or amend any provision of the Agreement. Such decision shall be rendered within twenty-four (24) hours after the hearing is concluded.

(6) The parties agree that no grievance shall be considered which has not been presented within the time limits as described above.

SECTION 2: PROTECTION OF RIGHTS: It shall not be a violation of this Agreement nor cause for discharge or discipline if any employee refuses to cross a lawful picket line of any union nor shall the exercise of any rights protected by law be a violation of this Agreement.

## **ARTICLE 12**

SECTION 1: PAY DAYS AND CHECK CHARGE: The Employer shall pay the employees once every week and pay shall be in full up to Wednesday night, except where State and Federal regulations demand the payroll reports shall be by calendar week in which case pay day shall not be more than three (3) work days after the pay period. The Employer shall furnish all employees with written proof of payroll deductions or check stub. If paid by check, the Employer is liable for any exchange charges.

## **ARTICLE 13**

SECTION 1: FAILURE TO PAY: Should an Employer fail, refuse or neglect to pay any employee covered under this Agreement on the regular pay day, the local Business Manager shall make a demand for payment upon the Employer and if the employees are not paid within one (1) hour they shall be paid waiting time, unless, however, the delayed payment is a question of dispute subject to arbitration.

## **ARTICLE 14**

SECTION 1: REMAINING ON THE JOB: If the employer requires the employees to remain on the job during a stoppage of work, they must be paid continuous time.

## **ARTICLE 15**

SECTION 1: MEN DISCHARGED: If any employees are discharged, they must receive pay immediately at the plant office at the job. If required to wait, waiting time at the regular rate must be paid. If any employee is laid-off permanently and the Employer does not have facilities at the job site to prepare payroll checks, the employee's pay check shall be mailed to his home address within twenty-four (24) hours.

## **ARTICLE 17**

SECTION 1: ICE WATER: It is agreed that ice water will be furnished by the Employer, and such water must be kept in a clean container and served out of clean and sanitary drinking cups.

## **ARTICLE 18**

SECTION 1: REPORT IN CASE OF INJURY: It shall be the duty of the foreman to report to the Employer and the duty of the steward to report to the Union any accident to any employee covered under this Agreement which may occur on the job where they are employed. It shall be the duty of the steward to see that the employee be taken care of and his family notified if seriously injured. The steward shall be paid for the actual and necessary time for taking care of the seriously injured employee, if care is not provided by the Employer.

## **ARTICLE 19**

SECTION 1: SAFETY BOOTS AND SLICKERS: The Employer shall be required to furnish all tools, also, rubber coats and hats where employees are required to work in rain or where water drips on them. Such clothing to be charged to the employees until returned. The Employer to furnish respirators and goggles where necessary for safety. No employee shall be required to work in any ditch considered unsafe by the Employer and the Union without proper shoring for safety.

The Laborers' shall use its training facility to insure that all Laborers shall be required to successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Laborer shall be required to successfully complete the Ten-Hour OSHA Construction Safety every two (2) years to maintain their safety awareness and competence.

After May 1, 2005, Employers may request referral of Laborers who have completed the Ten-Hour OSHA course and refuse Laborers who have not completed the course without penalty.

## **ARTICLE 20**

SECTION 1: SUB-CONTRACTOR: This agreement shall bind all sub-contractors on work being done at the site of construction, any Contractor who sublets any of his work on any project shall make this Agreement a part of the specifications when such work is sublet and will ascertain that this section is fully complied with and the Contractor shall demand compliance.

## **ARTICLE 21**

SECTION 1: BUSINESS MANAGER AND STEWARD: The Business Manager or his designee shall have the right to visit all jobs in the performance of his duties to the Union, shall appoint the steward, and shall notify the contractor who the steward is. The steward shall have seniority on all operations requiring employees, provided the steward is available and qualified. Insofar as practical, the Contractor shall divide overtime equally among all employees. The steward shall have the right to be present at all times when laborers' work is being performed, if qualified.

## **ARTICLE 22**

SECTION 1: PRE-JOB CONFERENCE: When a pre-job conference is requested by the Union, the Employer will be notified and will attend at a mutually agreed upon time, date and location. If at all possible, said pre-job shall take place prior to the starting of the job or project. The Association shall also be notified and may attend, if they so desire. date and location. If at all possible, said pre-job shall take place prior to the starting of the job or project. The Association shall also be notified and may attend, if they so desire.

## **Article 23**

SECTION 1: MARKET PRESERVATION: On jobs where non-signatory or bonafide non-union contractors are bidding, the parties agree as follows: The Employer agrees to employ Union Laborers, pay wages, and fringe benefits as set forth at a pre-bid conference between the Union and the Employer, for the duration of that job, and pay overtime in accordance with applicable law. All other terms and conditions of employment shall be mutually agreed to between the Employer and the Union.

SPECIAL SHIFT: With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 per hour over the base rate of pay for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

## **ARTICLE 24 WAGES & FRINGE BENEFITS**

SECTION 1: WAGE SCALE: Effective April 1, 2003 the total package increase shall be one dollar twenty-five cents (\$1.25) per hour for each year effective on the anniversary date through March 31, 2008.

Distributions: The Local Union may distribute any part of the negotiated wage increase to the existing negotiated funds, provided such increase is requested and the Southern Illinois Builders Association is notified at least sixty (60) days prior to its effective date on each anniversary of this agreement. Changes in contribution amounts to any of the funds listed in this Schedule A shall only be made annually on the Agreement's anniversary date and under no circumstances can monies be deducted from the basic laborers rate, as such is prohibited by the Illinois Department of Labor. When the Union notifies The Masonry Institute of its request, whereupon an addendum in writing describing such change(s) shall be incorporated in this Agreement. It is further agreed that Southern & Central Illinois Laborers' District Council shall send Illinois Department of Labor Prevailing Wage Certification forms to the Masonry Institute for review prior to submission to the Illinois Department of Labor.

Effective April 1, 2003, the base wage for Construction Craft Laborer shall be: Certified Mason Tenders shall receive pay in the amount of one (1) dollar above scale for Construction Craft Labor. The mason tender foreman shall receive forty-five cents (.45) per hour above the mason tender wage rate. When an Employer employs ten (10) or more mason tenders, the Employer shall designate one (1) of the mason tenders as general foreman. The general foreman shall receive one dollar (\$1.00) per hour above the mason tenders' wage rate. When the working foreman is not referred from the local Union where the work is being performed, then he shall be considered a key man as stated in Article 3.

SECTION 2: TRAINING, PENSION, HEALTH & WELFARE, ANNUITY,  
LABORERS'-EMPLOYER COOPERATION AND EDUCATION TRUST (LECET):

(a) In addition to the per hour wage rate, each Employer shall contribute effective forty cents (.40) per hour to the Illinois Laborers' and Contractors Apprenticeship Training Trust Fund.

ENVIRONMENTAL WORK: A fifty cents (.50) per hour training contribution shall be paid by contractors for each hour worked by employees that are performing asbestos abatement and removal, hazardous and toxic waste clean up and removal and lead base paint abatement and removal.

(b) In addition to the per hour wage rate effective April 1, 2003, each Employer shall contribute a sum per hour as set forth in Addendum A to the Central Laborers' Pension Fund.

(c) In addition to the per hour wage rate effective April 1, 2003, each Employer shall contribute a sum per hour as set forth in Addendum A to the Southern Illinois Laborers' and Employer Health and Welfare Fund.

(d) In addition to the per hour wage rate, each Employer shall contribute a sum per hour as set forth in Addendum A to the Southern Illinois Laborers' and Employer Annuity Fund.

(e) In addition to the per hour wage rate, each Employer shall contribute thirty cents (.30) per hour to the Laborers'- Employers Cooperation and Education Trust (LECET).

(f) The parties hereto accept the term and conditions of the Trust Agreements establishing the above referenced funds, its rules and regulations and Trustees now serving.

The payments required by the above referenced funds as provided herein shall be remitted by the fifteenth (15th) day of the following month, covering the hours worked the previous month.

The failure of the Employer, to contribute to the above named funds, as provided herein, shall, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

SECTION 3: DUES CHECK OFF AND VOLUNTARY CONTRIBUTION TO  
LABORERS' POLITICAL LEAGUE, VACATION FUND, EGYPTIAN  
CONTRACTORS AND ORGANIZED LABOR TOGETHER (E-BOLT):

(a) Upon receipt of any employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement,

whichever occurs sooner, the Employer shall deduct from each employee's wage one dollar twenty-five (\$1.25) cents per hour for each hour worked for Union dues and the Employer shall remit the amount so deducted monthly together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15th) of the following month, covering the hours worked the previous month.

(b) The Employer shall, upon written receipt of a proper assignment executed by an employee, deduct the amount of five (.05) cents per hour for each hour worked for a voluntary contribution to the Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement in existence between the Employer and the Southern & Central Illinois Laborers' District Council and/or its affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be revocable for successive periods for one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Southern & Central Illinois Laborers District Council and/or its affiliated Local Unions, whichever shall be shorter, unless written notice is given by the employee to the Southern & Central Illinois Laborers' District Council and the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Southern & Central Illinois Laborers' District Council and/or its affiliated Local Unions, whichever comes sooner. The Employer shall remit the amount so deducted monthly together with a list showing the names of the mason tenders from whose pay deductions were made and the amount deducted.

(c) VACATION FUND: The employer shall deduct the amount of sixty (.60) cents per hour for each hour worked as a contribution to the Laborers' Vacation Fund.

(d) E-BOLT: The Employer shall contribute twelve cents (.12) per hour to the E-BOLT Substance Abuse Program.

(e) DELINQUENT CONTRIBUTIONS: The failure or refusal of the Employer to remit contributions to the Funds as specified herein, and in the time limitations as required by the Trustees of the Funds may be treated by the Union as a breach of contract for which the Union may impose economic sanctions provided a timely notice of such delinquency has been provided to the Employer.

(f) MASONRY INSTITUTE OF SOUTHERN ILLINOIS: In addition to the per hour wage rate, the Employer shall contribute ten (.10) cents per hour worked by each employee covered by this Agreement to the Masonry Institute of Southern Illinois, known as MIF. The Employers signatory hereto agree to accept the terms of the Agreement, its rules and regulations.

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

The term of apprenticeship shall be approximately three (3) years and (2400/6000 hours) of on the job diversified work and training, excluding time spent in relate instruction unless credit is granted by the joint Apprenticeship Training Committee. The schedule that follows provided for three (3) equal periods of 800/2000 hours of work and training each:

First Year - 75% of the journeyworker rate included full fringe benefits

Second Year - 85% of the journeyworker rate including full fringe benefits

Third Year - 95% of the journeyworker rate including full fringe benefits

Fourth Year - Journeyworker rate

Employers will be notified of the correct percentage of journeyworker rate for each apprentice by the Fund Administrator.

## SECTION 2: RATIO AND SUPERVISOR:

- A. One (1) journeyworker to one (1) apprentice on a two (2) worker job.
- B. One (1) apprentice to first (5) journeyworkers;
- C. Two (2) apprentices to ten (10) journeyworkers;
- D. Three (3) apprentices to fifteen (15) journeyworkers;
- E. Four (4) apprentices to twenty-five (25) journeyworkers;
- F. Five (5) apprentices to thirty-five (35) journeyworkers;
- G. Six (6) apprentices to fifty-five (55) journeyworkers;
- H. One (1) apprentice to twenty (20) journeyworkers thereafter

**ARTICLE 25  
DRUG ABUSE PREVENTION AND DETECTION**

E-BOLT SUBSTANCE ABUSE POLICY

The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Egyptian Builders and Organized Labor Together Substance Abuse Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

**Article 26**

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

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

**ARTICLE 27  
RESIDENTIAL WORK**

Residential work is defined as single family dwellings and all structures or improvements related to. Employer shall have free mobility of Laborers for these type projects and the wage scale shall be 75% of the base wage in this agreement with benefits paid at the full rates. All other articles of this agreement shall apply to residential work.

**ARTICLE 28**

SECTION 1: BEGINNING AND DURATION: This Agreement shall be in full force and effect from April 1, 2003 until March 31, 2008 and thereafter from year to year unless either party notifies the other in writing of their desire to modify to terminate the Agreement at least sixty (60) but not more than ninety (90) days before March 31, 2008.

IN WITNESS WHEREOF, the Masonry Institute of Southern Illinois has caused this contract to be executed by its duly authorized representative and the Southern & Central Laborers' District Council for its affiliated Unions affiliated with the Laborers. International Union of North America, AFL-CIO, has caused it duly authorized representatives to hereunto subscribe their names.

**MASONRY INSTITUTE OF  
SOUTHERN ILLINOIS**

Signature: *Edgar M. Humphreys*

Vice President - Southern Region  
Title

Date: April 1, 2003

**SOUTHERN & CENTRAL  
LABORERS'  
DISTRICT COUNCIL**

Signature *John R. Taylor*

Business Manager  
Title

Date: April 1, 2003.....

By signing this Memorandum of Agreement which has been negotiated by and between the MASONRY INSTITUTE OF SOUTHERN ILLINOIS and the Southern & Central Illinois Laborers' District Council on behalf of its affiliated Local Unions, the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein, throughout I.D.O.T. Highway District #7 and #9.

FOR THE COMPANY

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

FOR THE UNION

Southern & Central Illinois Laborers' District Council

Signed By: *John R. Jorgensen*

Title: Business Manager

\_\_\_\_\_

Witnessing Union Agent

\_\_\_\_\_

Title

\_\_\_\_\_

Local #

Date: \_\_\_\_\_

ADDENDUM A  
SCHEDULE OF WAGES, FRINGES AND DEDUCTIONS

The undersigned parties hereby agree that Addendum A is a part of Article 24, Wages, showing distribution of same, of the Agreement between the MASONRY INSTITUTE OF SOUTHERN ILLINOIS and the SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL, and its affiliated Local Unions affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, having jurisdiction in the counties enumerated for Highway District #7 AND #9 in Article 2, Territory Covered, effective April 1, 2003 through MARCH 31, 2008. The Schedule of wages, fringes and deductions follow:

|                                    |         |
|------------------------------------|---------|
| EFFECTIVE                          | 4-01-03 |
| Wages - Construction Craft Laborer | \$19.50 |
| Wages - Certified Mason Tender     | \$20.50 |
| Health & Welfare                   | 3.85    |
| Annuity                            | 2.20    |
| Pension                            | 2.50    |
| Training                           | 0.40    |
| LECET                              | 0.30    |
| MIF                                | 0.10    |
| EBOLT                              | 0.12    |
| Total Wage Package                 | \$28.97 |

**Deductions:**

|                |      |
|----------------|------|
| Dues Check-Off | 1.25 |
| Vacation Fund  | 0.60 |
| LPL            | 0.05 |

**FOR THE UNION:**

SOUTHERN AND CENTRAL  
ILLINOIS LABORERS'  
DISTRICT COUNCIL



John R. Taylor  
Business Manager

**FOR THE EMPLOYERS:**

MASONRY INSTITUTES  
SOUTHERN ILLINOIS



Edgar M. Humm, Jr.  
Vice President, Southern Region