

*K 8223
1,000 workers*

18 pp.

**BRICKLAYERS & ALLIED CRAFTSMEN
LOCAL #15 AGREEMENT**

THIS AGREEMENT, between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association" and MISSOURI and KANSAS BRICKLAYERS LOCAL UNION NO. 15, OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTS WORKERS, AFL-CIO, herein jointly referred to as the "Union", hereby supersedes all prior agreements heretofore made between the parties and shall become effective on April 1, 2003. If the employer shall sell, transfer or otherwise dispose of its business, or cause it to be merged or consolidated with that of any other person or corporation the agreement by which such sale, transfer, disposition, merger, or consolidation is made shall provide that the employer thereafter to operate the business shall assume all of the terms and conditions of this Agreement. If and when the employer shall perform any work covered by this Agreement under the name of the employer, or under the name of another as a corporation, company, partnership, enterprise, or any combination including a joint venture, this Agreement shall be applicable to all such work performed under the name of the employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture; provided, however, that if and when the employer acts as a construction manager on a job without any covered employees the employer will not be deemed to be performing work within the meaning of this paragraph.

**ARTICLE I
DECLARATION OF PRINCIPLES**

- That there shall be no limitation as to the amount of work an employee shall perform during the working day.
- That there shall be no restriction in the use of machinery or tools.
- That no person shall have the right to interfere with employees during working hours.
- That the use of apprentices shall not be prohibited but shall be subject to the regulations established by the Joint Apprenticeship Committee.
- That the foreman shall be selected by and be the agent of the employer.
- That all employees are at liberty to work for whomsoever they see fit.
- That all employers are at liberty to employ and discharge whomsoever they see fit, through the foreman, or direct if there is no foreman in charge.
- That employers shall not discriminate in hiring and discharging employees.

**ARTICLE II
JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the counties of Wyandotte, Atchison, Brown, Doniphan, Franklin, Johnson, Leavenworth and Miami, counties all in the state of Kansas.

The counties of Bates, Carroll, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte and Ray, in Missouri in their entirety.

**ARTICLE III
JURISDICTION OF WORK**

The Association hereby recognizes the Union as the exclusive bargaining agent for all employees of the employer performing any type of building construction work which has historically and traditionally been performed heretofore by the members of the BRICKLAYERS AND ALLIED CRAFTSMEN in the geographical area of this Agreement.

It is also agreed if a jurisdictional dispute should occur involving the Union and another union affiliated with the Building and Construction Trades Department, AFL-CIO, there shall be no stoppage of work because of such dispute. If the unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the employer, and the problem shall be referred to the International Presidents of the unions involved for a final determination by them or their assigned representatives.

**ARTICLE IV
UNION SECURITY**

It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; the continued employment by the employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and the continued employment of persons who were in the employ of the employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members not later than the eighth (8th) day following the execution of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the employer, upon written notice from the Union to such effect and to the further effect the union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, failure of any person to maintain membership in good standing as required herein shall, upon written notice to the employer by the Union to such effect, obligate the employer to discharge such person.

The employer shall not be required to discharge any employee for noncompliance with any of the provisions of this Article until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the employer and hold the employer harmless from any liability or claims by reason of compliance with the request of the Union.

This entire Article shall not be effective in any state which prohibits union security provisions, and shall in no event permit or require any greater union security in any state than is permitted by the laws of that state.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE V
WAGES**

FRINGE BENEFIT PAYMENT SCHEDULE

	Per Hour Effective 4-1-03
Health & Welfare	\$3.35
Pension (Defined Benefit)	3.50
Pension (Supplemental)	1.75
IU Pension	.30
IMI	.10
B. M. Industry Advancement	.12
Vacation	1.50*
Apprenticeship & Training	.40
CISAP Drug Testing	.09

*See Article VI for instructions

It is hereby agreed that the job classifications and the wages covering same are as follows:

RATE OF PAY PER HOUR

Effective 4-1-03

All Journeyman classifications:

\$25.20*

*See Article VI, Section 6, Supplemental Dues Deduction instruction.

All foremen over bricklayers shall be practical bricklayers, and shall employ and discharge all men working under their charge.

Where two (2) or more men are working for a masonry contractor, one shall be foreman and receive foreman's pay. Where five (5) or more men are working for a waterproofing and/or pointer caulker contractor, one shall be foreman and receive foreman's pay.

All foremen shall receive \$2.00 per hour more than the applicable Journeyman rate.

No member working in the capacity as foreman may violate or cause or attempt to cause any employee to violate any provisions of this Agreement.

Bricklayer Apprentices:

First 700 hours (Probationary)*	55% of Journeyman's Wage
Second 700 hours (Probationary)*	60% of Journeyman's Wage
Third 700 hours	65% of Journeyman's Wage
Fourth 700 hours	75% of Journeyman's Wage
Fifth 700 hours	85% of Journeyman's Wage
Sixth 700 hours	90% of Journeyman's Wage
Seventh 700 hours	95% of Journeyman's Wage

*Probationary Apprentice (first 1400 hours) During the probationary apprentice period, employers shall not be required to make payment of the local defined benefit pension (currently \$3.50) nor the local supplemental pension (currently \$1.75). It shall be the responsibility of the apprentice to notify the employer and the apprenticeship coordinator when the probationary period ends so that the payment of the pension contribution can be made for the apprentice. Full fringe benefit contributions shall be made by the employer after the probationary apprenticeship period is completed and the employer is notified in writing by the apprentice coordinator.

The primary duty of an apprentice is laying masonry units, and the first 1400 hours shall constitute a time period (probationary period) when an apprentice shall not clean down or run a masonry saw unless no other work is available.

Apprenticeship hours needed for moving from one apprenticeship level to the next may be taken from remittance reports or other valid evidence of hours worked. The burden of communicating this information is on the apprentice. Apprentices who have necessary hours for Journeyman status or other advancement shall be credited with such hours based on evidence referred to above, without any involvement of back pay or fringes.

All free standing stacks fifty (50) feet high or less will be controlled by the journey person wage rate. Over fifty (50) feet and up to two hundred (200) feet will have an increase of One Dollar and twenty-five cents (\$1.25) per hour above prevailing wage scale. Over two hundred (200) feet will have an increase of Two Dollars and seventy-five cents (\$2.75) per hour above the journey person wage rate. These wage scales will start at fifty (50) foot level.

Hot work shall receive \$2.00 per hour above Journey person rate. Hot work is defined as the repair of heated units that have not been allowed to cool to the temperature that would be attained without firing the unit.

Effective April 1, 2004, an increase of One dollar and fifty-five cents (\$1.55) per hour shall be added to the wage and fringe package as agreed to and allocated by the Union and the Association. Effective April 1, 2004, two cents (\$.02) per hour shall be added to the Builders Masonry Industry Advancement fund.

Effective April 1, 2005, an increase of One Dollar and fifty cents (\$1.50) per hour shall be added to wages and fringe package as agreed to and allocated by the Union and the Association. Effective April 1, 2005, two cents (\$.02) per hour shall be added to the Builders Masonry Industry Advancement fund.

Effective April 1, 2006, an increase of One Dollar and fifty cents (\$1.50) per hour shall be added to wages and fringe package as agreed to and allocated by the Union and the Association. Effective April 1, 2006, two cents (\$.02) per hour shall be added to the Builders Masonry Industry Advancement fund.

The Union and Association agree that on jobs including federal or state predetermined wage rates the parties will hold a pre-bid conference if deemed warranted for the purpose of considering changes in applicable wage rates, except in the counties of Franklin, Johnson, Leavenworth and Wyandotte in Kansas; and Cass, Clay, Jackson, Johnson and Platte counties in Missouri.

The Union and the Association, at the request of either party, will hold a pre-bid conference for the purpose of considering and making agreed to adjustments of wages and working conditions for individual projects where the overall circumstances and conditions relating to such projects are mutually deemed to be warranted.

ARTICLE VI

**BAC LOCAL UNION 15 WELFARE FUND
AND BAC LOCAL UNION 15 PENSION FUND AND BRICKLAYERS
AND TROWEL TRADES INTERNATIONAL PENSION FUND
BAC LOCAL 15 VACATION PLAN AND BAC LOCAL UNION 15
APPRENTICESHIP AND TRAINING FUND AND BUILDERS' MASONRY INDUSTRY
ADVANCEMENT FUND AND INTERNATIONAL MASONRY INSTITUTE (IMI)
AND CISAP DRUG TESTING PROGRAM**

Section 1 Fringe Benefits Distribution

A. Effective April 1, 2003, on all work covered herein, the employer shall pay **Eleven Dollars and eleven cents (\$11.11)** per hour for each hour worked (whether regular or overtime) by each employee covered by this Agreement to the appropriate depository or depositories, or to such other fiduciary as shall from time to time be mutually agreed upon by the parties hereto, each month this Agreement is in effect, which payments shall be made **within fifteen (15) days** after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with making said payment, the employer shall also file a written report with said Depository, setting forth the names, social security numbers and the hours worked by each employee for whom payments shall have been made during said period. Upon receipt of said payments, the depository shall pay over said payments as follows:

Three Dollars and thirty-five cents (\$3.35) of each hourly payment into the **KANSAS CITY BRICKLAYER EMPLOYEES WELFARE FUND**, to be used for the purposes set forth in the Trust Agreement creating said Fund; and **Five Dollars and twenty-five cents (\$5.25)** of each hourly contribution into the **KANSAS CITY BRICKLAYERS EMPLOYEE PENSION FUND (One Dollar and seventy-five cents (\$1.75) of which is to be allocated to the SUPPLEMENTAL PENSION PLAN)** to be used for the purposes set forth in the Trust Agreement creating said Fund; **One Dollar and fifty cents (\$1.50)** of each hourly contribution to the **KANSAS CITY BRICKLAYER EMPLOYEES VACATION FUND**, to be used for the purposes set forth in the Trust Agreement creating said Fund; and **forty cents (\$.40)** of each hourly contribution into the **KANSAS CITY BRICKLAYER APPRENTICESHIP AND TRAINING FUND**, to be used for the purposes set forth in the instrument creating said fund, and **twelve cents (\$.12)** of each hourly contribution to the **BUILDERS' MASONRY INDUSTRY ADVANCEMENT FUND**, to be used for the purposes set forth in the instrument creating said Fund, and **nine cents (\$.09)** of each hourly contribution to **CISAP DRUG TESTING FUND**, to be used for the purposes set forth in the instrument creating said Fund.

In addition, on all work covered herein, the employer shall pay, directly and by separate check, **thirty cents (\$.30)** of each hourly contribution to the Pension Fund of **THE BRICKLAYERS AND TROWEL TRADES PENSION FUND**, to be used for the purposes set forth in the Trust Agreement creating said Fund, and **ten cents (\$.10)** of each hourly contribution to the **INTERNATIONAL MASONRY INSTITUTE (IMI)**, to be used for the purposes set forth in the instrument creating said Fund.

B. **Vacation Payments.** The vacation payments shall be **added to wages** in making the required statutory deductions and the full hourly payment set forth herein shall be remitted to the Depository.

Section 2. Written reports will be required of all employers making payments as set out in all paragraphs of Section 1 and said reports will be due concurrently with the payment which in each and every instance shall be made in a timely fashion as set forth in subsections A and B above. Said written reports shall contain such information as desired by and be on a form approved by the Welfare

Trustees. These forms for the use of employers will be furnished by the Welfare Trustees with sufficient copies to allow the Depository to forward one copy to the Union.

Section 3. Each employer shall, upon request of an official agent of the Board of Welfare Trustees or of the Board of Trustees of the Pension Fund, or of the Board of Trustees of the Vacation Fund, or of the Board of Trustees of the Apprenticeship and Training Fund or the Board of Trustees of the CiSAP Fund or any agent or designee of the Advancement Fund permit such agent during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to and of assistance in determining whether the employer's obligations hereunder to make payments to the Depository have been faithfully performed.

Section 4. Employers are hereby put on notice that the trustees of these fringe benefit funds have broad powers to insure the collections of contributions and the preservation of the Trust, including, but not limited to, requiring the employers to put up advance cash deposits or security bonds, imposition of liquidated damages, recovery of costs and instituting legal action in the courts against delinquent employers. If it becomes necessary for the trustees to file suit against an employer for delinquent fringe benefit contributions due, the employer agrees to pay, in addition to liquidated damages and interest, all litigation costs including a reasonable attorney fee.

Section 5. It is further agreed by and between the parties hereto that the Welfare Fund, the Pension Fund and the Vacation Fund will be used and operated at all times in such a manner that payments to all funds by the employer contributors will be deductible as expense items of said employer for income tax purposes with all governmental taxing units.

Section 6. Supplemental Dues. In accordance with the terms of an individual voluntary written authorization and check-off of membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the employer shall deduct 3% from the gross wage/fringe package. For purposes of Supplemental Dues Deduction only as authorized in this paragraph, "gross" is deemed to be the hourly wage rate plus the entire hourly fringe benefit package. This computes to be \$1.09 for April 1, 2003, which should be deducted from wages for each regular or overtime hour worked by a journey person.

ARTICLE VII ENFORCEMENT OF FRINGE BENEFIT PAYMENTS

Whenever any employer subject to this Agreement has failed, or refuses, to submit the reports and/or payments required under Article VI for a period of fifteen days after such reports and/or payments become delinquent, then the Union party hereto must withhold the services of their members of the bargaining unit from such employer until such time as such delinquency is remedied, notwithstanding the provisions of Article XIV of this Agreement. A report shall first become delinquent if it is not received by the Depository within fifteen (15) days after the first day of the month on which it becomes due. In such event, the Union shall give advance notice to the delinquent employer and the Association, at least three (3) working days prior to taking such action, of its intended action and the reason therefor.

The Union shall not be required to issue more than two warning letters to any one employer within the same calendar year. In the second letter the Union shall notify the delinquent employer that if delinquencies occur within the balance of that calendar year then the Union may withhold the services of their members without further notification.

If the Union fails or refuses to take the mandatory actions set forth above within the time therein specified, then the Association may, at its option, serve written notice to the union that unless the alleged breach of this Article is satisfied within five (5) working days after the receipt of the Association's notice to the Union, this entire Article shall be null and void and shall be deemed canceled for the remainder of this Agreement.

It is also agreed that where extenuating circumstances exist in specific instances, by mutual consent of the Union and the Association, the mandatory action required of the unions herein may be waived or time limit for such action modified.

The provisions of this Article shall not in any way impair or alter any rules, right or duties of the Trustees of the Trust Funds set forth in Article VI. No other provisions of this contract shall be changed, modified or terminated in the event the Association cancels this Article under the procedures contained in this Article.

ARTICLE VIII WORKING RULES

1. Weekly payroll shall be figured up to and including all time worked on Tuesday or Wednesday and employees must be paid accordingly, except on special permission granted by the Executive Committee. When an employee quits an employer and notifies the Foreman by 8:00 A.M., his check will be mailed the next day.

2. Each employer shall pay his employees every Friday on or before quitting time on the job site. (Thursday is pay day when holiday is observed on Friday.) Shall he fail to do so, he shall be charged with waiting time until paid, which time shall begin at quitting time Friday. When employees are laid off for any cause, they shall be paid immediately on the job.

3. Employees ordered to work shall be put to work at the time ordered to report or be paid one (1) hour's pay, weather permitting. A new employee discharged for incompetency on the first day of employment shall be compensated only for the actual time worked, but not less than one (1) hour. Employees who have worked the previous day after starting work shall be paid not less than four (4) hours, weather permitting. Employees working after 12:30 P.M. who have worked that morning shall receive eight (8) hours' pay weather permitting. On jobs completed during the afternoon, all employees shall be paid for actual hours worked.

When an employee is requested to report to an employer's yard, shop, or office, in lieu of reporting to a job site, his time shall commence at that place of reporting in the same manner as though he had been requested to report at a job site. Similarly, when an employee is requested to report back to such yard, shop, or office, his time shall continue while complying with such request or instruction.

When an employee is terminated for any cause, he shall receive one-half (1/2) hours notice and be paid in full. In case of dispute it shall be brought to arbitration immediately.

4. The regular work week shall begin at 12:01 A.M. on Sunday and end at midnight on Saturday. Eight (8) consecutive hours, between 6:00 A.M. and 5:30 P.M., shall constitute a days work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work (other than shift work) performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid at the rate of time and one-half, except as provided otherwise in the paragraph below. Once a start time has been established it shall remain the same for the duration of the job, except for seasonal change, or other valid reason as agreed upon by the Union and the Association, and upon prior

notification to the Union. There shall be a thirty (30) minute lunch break approximately half way through the established work day. No work shall be done during the lunch break. Refractory work shall be done in accordance with Article XI.

Work may be scheduled on a four days a week (Monday through Thursday) at 10 hours a day schedule (at straight time). A Friday make-up day is available if time is lost due to inclement weather and at least 16 hours, but not more than thirty hours, were worked during the week. Such a make-up day is strictly voluntary and the employees shall not be discriminated against if they refuse to work a Friday make-up day. If a make-up day is to be worked, then the employees should be worked a minimum of four hours, except for inclement weather. A four-ten's work schedule should be scheduled for a minimum of two weeks. If a change is made from 5-8's to 4-10's schedule or vice versa, a one week notice shall be given to the Union, and such change shall be instituted on a Monday.

5. Overtime Regulations. No work shall be done on Sunday or holidays unless to leave work would endanger life or cause destruction of property when double rate wages must be paid.

When fifty percent (50%) of the bricklayers or stone masons are unemployed, no overtime shall be worked on Sunday and Holidays on any structure where it is possible to employ more men during the regular working hours. This condition is to be determined by the Executive Committee, or by the Business Agent.

When it becomes necessary to work on Sunday, holidays or any other time not within the regular working hours, the employer must notify the union office immediately.

When the employer determines that overtime work shall be performed on Saturday, the foreman shall notify the Union office by 3:00 P.M. on the preceding Friday and all members on the job site shall be given an opportunity to work on Saturday before other men are called in. No employee shall be disciplined or penalized for refusing a Saturday work opportunity.

6. Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch at half way through the shift and shall receive eight (8) hours' pay and fringe contributions. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch at half way through the shift and shall receive eight (8) hours' pay and fringe contributions.

In special circumstances, where work cannot be performed during the normal work day, and upon 24 hours prior notice to the Union office, a special eight (8) hour shift at straight time shall be permitted, provided that those employees who have worked over eight (8) hours in a twenty-four (24) hour period for the same employer, shall be paid at the overtime rate.

7. No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Any of these falling on Sunday, the following day shall be a holiday, and any of these falling on Saturday the preceding Friday shall be a holiday.

8. A ten minute break period shall be allowed for each employee in the morning hours. The break shall be taken between one and one-half hours to two and one-half hours after start time, in the morning. The break (as scheduled by the foreman) must be taken at the employee's place of work (including scaffolding areas), on the jobsite, with a snack and beverage (if desired) already with the employee at the break site. This break is not meant to be a general shut down of the project and employees shall not leave their work area to congregate for the break, nor shall they go to their cars.

9. Under normal practice no mason shall build walls higher than 4' 8" before scaffolding. Walls that are exclusively of block or block back up only under normal practice shall not be built higher than 4' 8" before scaffolding. In both instances the top of scaffold plank shall be at least 2-1/2" below top of masonry walls.

On partition work, when possible and practical, top of scaffold shall be low enough from the ceiling to permit employees to work in an erect position.

10. In no case shall employees be laid off to permit the building of scaffold or stocking up of same. Construction of all scaffold shall be supervised by foreman and inspected by steward before bricklayers start work. All scaffold shall have an adequate base support, and shall be tied to the wall every other section excepting where only three (3) sections are used. Brackets when used shall be the proper size to receive the required plank without gap. Minimum size of plank to be used is a 2 x 8.

11. Employers shall provide a ladder for employees to get on and off scaffold, this ladder to be fastened securely to said scaffold, and to extend three (3) feet above scaffold, and scaffold to be at least five (5) feet wide where possible and practical, except pony scaffold. All scaffold over five (5) feet shall be provided with an adequate outside railing. All swinging scaffolds used for brickwork, stonework, or substitute material for masonry shall be supported by steel cable. Swing stage for cleaning, caulking and pointing may be supported by polypropylene or nylon rope.

12. A "Safe Line" shall be hung over every swinging scaffold on buildings for the protection of the employees employed thereon. Proper provision shall be made on all sewer work for the protection of the employees working therein by properly building all scaffolds and bracing ditches. In every case where the employer tries to force employees to work under conditions considered by the latter to be dangerous, the Business Agent shall be called in by the steward and the matter adjusted.

Material shall not be stacked on scaffolds higher than four (4) feet above the level that the bricklayer or stone mason is standing.

13. Employers shall provide sanitary drinking water with sanitary drinking cups. Ice water shall be furnished when the season calls for it. The steward shall see that this section is complied with.

14. When employees are working on a job, and structural iron workers or others are working above them said employees shall be provided with proper covering to protect them from danger. Such covering to be at least six (6) feet wide where possible and practical and is to be provided by the contractor. If the protection is refused, the employees may refuse to work in the dangerous area, and there will be no loss of time providing for protection, if other work areas on job are available. It shall be the duty of the foreman and steward to enforce this section.

15. Employees shall not work on any job above the smokestack of the hoisting engine, but must insist that stack shall be carried above the position where men are at work, or that it shall be far enough removed so that the smoke does not interfere with the men at work. Employees shall not be required to work around or above any area where there are fumes injurious to their health.

16. All employers doing tuckpointing and cleaning are to furnish rakes and keep all cutting tools sharp. Employees working at pointing and cleaning shall do their own rigging and take down same.

All mortar boards, where possible and practical, shall be elevated sixteen (16) inches or more and the maximum shall be forty (40) inches above the height the bricklayer is working from.

When stone masons are required to use small tools in dressing stone, a banker or work bench shall be provided for them.

The sharpening of all tools while cutting stone shall be paid for by the employer.

17. Any practical bricklayer who is an employer may lay brick on his contracts but no two members of firm shall be allowed to work at the same time. Said firm shall employ a journeyman bricklayer on their contracts.

18. No work shall be done which shall destroy the true principle of the trade, such as laying brick dry without mortar, building hollow walls, in violation of the building ordinance, and neglecting to throw up cross joints where work is exposed to view, and failure to tie in hollow tile and cement block walls with ties, and not more than six (6) courses shall be run between headers or ties, or as specified.

19. Should any employee take sick or meet with an accident on the job where employed, it shall be the duty of the foreman with the aid of the steward to see proper care is given and gather names of witnesses, etc. Should the steward be the unfortunate party, then the foreman or some other employee shall immediately take charge, and any loss of time or necessary expenses incurred in taking the employee to the hospital or doctor shall be defrayed by the employer. An injured employee shall receive full days pay if unable to go to work after examination by employer's doctor. Ensuing treatment for job related injury will be an expense defrayed by the employer, with no loss of time for employee, with maximum of two (2) hours pay for each subsequent visit.

20. When a foreman requests an employee to stay on the job, the employer shall be required to pay said employee all ensuing time after the first hour.

21. Employees must be paid at the regular rate of wages for going from one job to another during working hours, and in no case must they be moved during their lunch hour or half-hour as the case may be.

22. In no case shall employees reach down more than eighteen (18) inches on concrete or steel skeleton if there is more than thirty-two (32) lineal feet to be built on said building. If more than eighteen (18) inches is reached, the employer shall be required to build scaffold.

23. All employers shall provide a suitable place where employees can change clothes and store their personal tools privately and securely. Employers shall also provide a sanitary toilet for employees. No employee shall leave bricklayers' shed until working time, but they shall remain at work until quitting time. Heat is to be provided when practical. Suitable place to be provided from the beginning if job will last more than one (1) month.

24. Masonry units weighing in excess of 45 pounds shall be handled by two employees except that all units weighing less than 45 pounds may be laid 32 inches high by one employee. This rule shall not be applicable when only one employee is on the job. When masonry units are 8 x 8 x 16 or larger and are being lifted and placed over vertical rebar that is 32" or more above the platform where the bricklayer is standing it shall be handled by two bricklayers.

25. A line shall be used on both sides of brick walls over four (4) inches in width.

The line on brick work shall be put on and raised but one course at a time, except in the case of obstructions. The twig shall be set and all brick placed for the next course before the line shall be raised:

No person connected with the job will be allowed at any time to call for the line, except the man on the tight end and he only after the course is laid out, the twig set and brick walled up for the next course. At all times, of course, the foreman retains supervisory control over the man on the tight end of the line as well as all other employees, and the foreman shall direct and instruct the man on the tight end of the line as to when and how the line should be raised.

On rubble stone work the line shall not be raised more than two (2) feet at one time.

26. At no time shall brick be walled up more than one (1) course at a time.

27. Employees can be paid by check or currency, at the option of the employer. When paid by check, all checks issued must be payroll checks and have the employer's name printed thereon. A detachable stub shall record Social Security taxes, and other authorized deductions, the employer's name, and all fringe benefit contributions, and hours worked. If paid in currency, employer must give a statement for Social Security taxes or other authorized deductions, all fringe benefit contributions, and hours worked, and his name on the statement.

When requested by Union, employers shall provide evidence of worker's comp insurance and unemployment insurance when employing members of the Union within the jurisdiction of this Agreement.

28. The laying out of all brick work shall be done by the brick foreman who shall before doing so check plan measurements. Any assistance required for this operation a journeyman or apprentice bricklayer shall be used.

Foreman shall supervise the apprentices on his job and see that they receive proper training and shall inspect and sign the work reports of each apprentice on his job the first of each month.

Foreman will report all new job starts to local Union in whose jurisdiction such job is located. Failure by foreman to report a new job start may result in a sanction against that foreman by the Union in whose jurisdiction the job is located.

29. It shall be the duty of the steward to see that no employee shall be discharged for inquiring after the cards of the employees working on any job, or for seeing that the terms of the Agreement be lived up to, nor shall the Business Agent be interfered with when visiting any building under course of construction.

30. The right of any employer to hire persons of his own selection shall not be questioned. One of the members of the Local who have already been employed by the employer shall be designated by the Business Agent as shop steward, whose duties shall not be interfered with. All stewards are working stewards but shall not be discriminated against for their union activities. The wrongful discharge or removal of a steward appointed by the Union will be a proper subject for arbitration and any decision and/or award of the arbitration procedure will be binding on both parties, and such award may include lost wages.

31. When employees from the jurisdiction of greater Kansas City are sent outside of the jurisdiction of Greater Kansas City to work on any job, they shall be paid for transportation to and from said job, one time only.

32. When Senior Mechanics of the trade covered by this Agreement because of age find it difficult to find employment, the employer should employ these Senior Mechanics in a ratio as follows:

After five (5) mechanics are employed, the sixth (6th) employed may be one of fifty-five (55) years of age or older, when the eleventh (11th) mechanic is employed, the twelfth (12th) may be, if available, one of fifty-five (55) years of age or older, etc.

Bricklayers shall not be required to use perpendicular wires or lines on corners for plumb lines except on frame buildings veneered with brick or stone.

33. In the event of loss of tools by theft by forced entry, fire, or water or tornado, not the fault of owner, the employer on whose job said loss has occurred shall be held responsible, and reimburse such employees for said loss not to exceed Three Hundred Dollars (\$300.00) per employee.

34. Where time clock, brass button or badge system is used to check employees in or out, in case of controversy same shall be subject to agreement between employer and business representative of Union.

35. The use of all "Quickie" or dry saws shall be governed by the appropriate OSHA regulations. When saws are set up on scaffolding, the saw shall be appropriately secured.

As a safety factor, employers shall see that all mechanical cutting saws are kept in proper and safe working condition. In the operation of a wet blade masonry saw, employers shall furnish rubber or water proof apron, boots and gloves for the use of the wet saw operator.

All saw blades other than diamond blades shall be safety type blades. Safety goggles shall be furnished by employers.

Employees must use all safety equipment furnished by employer.

36. On all work involving extensive cutting such as refractory work, cutting chases, tooting, etc., the employer shall arrange to keep all masons' cutting tools sharpened.

The Joint Apprenticeship program existing between the parties hereto will be automatically renewed and the parties hereto specifically agree that they will live up to and honor the actions of the Joint Apprenticeship Committee on all matters of apprenticeship.

One (1) apprentice shall be allowed for every three (3) journeypersons employed as a bricklayer. One (1) apprentice shall be allowed for the first journeyperson employed as a pointer, caulker, or cleaner; and for each three (3) additional journeypersons employed as a pointer, caulker or cleaner, one (1) apprentice shall be allowed. This ratio shall be reviewed and changed as needed by the Joint Committee to ensure conformity with the Collective Bargaining Agreement.

It is agreed, by the parties to this agreement, that the use of "improvers" shall be discontinued and all employees must either be journeymen or registered apprentices.

38. Employers shall make every reasonable effort to allow the employees to perform their jobs in a satisfactory manner.

39. On a regular pay day, when employees are not working on the job, every reasonable effort shall be made for pay to be available on job site by noon.

40. No employee will be discharged or disciplined for refusing to cross a legal primary picket line on a construction job site.

41. No more than 10% of the employees (of Employer's total work force in the jurisdiction) shall be employed who are not members of Local #15, unless the Union cannot fill manning orders with employees who belong to the local party to this Agreement.

ARTICLE IX JOURNEYPERSON UPGRADE TRAINING

A mandatory, journey person upgrade program is established with the Apprenticeship & Training Fund. Employers shall be able to make compliance with this program a condition of new employment. The program shall require all journey persons to be trained and accredited with such training, in one of the four following courses per year, so that all four courses shall have been taken by March 31, 2007 by each journey person. The courses are: Fall Protection, Scaffolding Training, Respiratory/Silica Training and 10-hour OSHA course. If compliance with this Article is not meeting expectations of the Union and the Association, then by agreement future pay raises may be rescinded for individuals not trained.

ARTICLE X DRUG AND ALCOHOL POLICY

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

The parties agree to incorporate herein by this reference the Construction Industry Substance abuse Program (CISAP) Agreement they have entered into and dated April 1, 2003. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program.

The joint apprenticeship committee may institute a pre-employment drug testing program for apprentices.

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

ARTICLE XI REFRACTORY WORK

1. Boiler or furnace repair work, or acid brick work except new construction when done on Saturday, Sunday and holidays, or any overtime shall be done at a double rate of wages.

2. Employees working at fire brick work on boilers, or plant maintenance work shall be allowed fifteen (15) minutes at quitting time in which to clean up.

3. On refractory work when an employee is used on small spot jobs which require less than four hours for same, an employer not having other work for the employee shall, never-the-less, pay the employee a minimum of four (4) hours.

4. Employers and mill owners desiring to work shifts can do so under the following conditions: First shift to start at 7:00 A.M. to 3:00 P.M. with one-half hour for lunch; second shift from 3:00 P.M. to 11:00 P.M. with one-half hour for lunch; third shift from 11:00 P.M. to 7:00 A.M. with one-half hour for lunch. All shifts to work seven and one-half (7-1/2) hours, and receive eight (8) hours pay. No employee shall work more than seven and one-half (7-1/2) hours in twenty-four (24) hours. Each shift is to have a foreman and a steward. On mill work, the second shift shall receive twenty-five (\$.25) cents per hour premium; third shift shall receive fifty (\$.50) cents per hour premium.

The employer may have the option of two twelve (12) hours shifts; first shift to start at 7:00 A.M. to 7:00 P.M., second shift from 7:00 P.M. to 7:00 A.M. Second shift shall receive Twenty-five (\$.25) cents per hour premium rate for first eight (8) hours of the shift and double that for the remaining four hours pay. On twelve (12) hour shifts every four (4) hours there shall be a one-half (1/2) hour lunch break. No employee shall work more than eleven (11) hours in twenty-four (24) hours. All shifts shall work eleven (11) hours and receive twelve (12) hours pay. On twelve (12) hour shifts the first eight (8) hours shall receive the regular rate of pay; the remaining four (4) hours are double-time wages.

The employer also has the option of two ten (10) hour shifts within a 24 hour period; starting times may vary. The second shift shall receive \$.25 per hour premium for the first eight hours and \$.50 per hour premium the last two hours. A thirty minute lunch break shall be given during the 10 hour shift. No employee shall work more than 10 hours in a 24 hour period. All 10 hour shifts shall work 9-1/2 hours and receive 10 hours pay. On 10 hour shifts; the first eight (8) hours shall receive the regular rate of pay, the remaining 2 hours are a double time wages.

5. (Note: Hot work wage rates are in "Article V: Wages".)

ARTICLE XII SPECIAL WORK RULES FOR POINTER CAULKER CLEANER WORK

1. Pointer Caulker Cleaner employees may perform masonry work (without limitation) when required by the employer.

2. When engaged in PCC work, a foreman will not be required until there are five or more persons working.

3. When PCC employers cannot perform work due to inclement weather during the normal workweek, the Saturday may be used as a make-up day at straight time. This work on Saturday shall be strictly voluntary on the part of the employee. All other overtime rules shall apply, such as all work over eight-hour days and forty-hour weeks at time and one-half.

4. When inclement weather prevents a PCC employer from starting at its' normal starting time, the employer may start work at any time prior to 1:00 p. m. and work until 5:30 p.m. or eight (8) hours, which ever comes first, at straight time. When this clause is utilized, any guarantee of minimum hours of work clause (Article VIII: Section 3) shall be waived.

**ARTICLE XIII
SUBCONTRACTING**

1. The employer agrees that whenever any work covered by this Agreement (in the Missouri counties of Bates, Carroll, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte and Ray and the Kansas counties of Atchison, Brown, Doniphan, Franklin, Johnson, Leavenworth, Miami and Wyandotte) to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it will be subcontracted only to employers who are a party to, or agree to become a party to, a current written agreement with the union.

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

3. Those employees who are under jurisdiction of the Union may participate in the fringe benefit programs of this Agreement provided their employers have signed a stipulation to be bound by this Agreement, or have made a labor agreement covering said employees which is on file with the administrator, and further provided that approval of such participation has been given by the Board of Trustees of the applicable program.

**ARTICLE XIV
OTHER AGREEMENTS**

It is further agreed by the parties hereto, nothing in this Agreement shall preclude the making of agreements between the Union and individuals or firms who are not members of the Association. However, it is further agreed the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions, other than duration of Agreement, than those resulting through this agreement if obtained by any employer of members of the Union in similar work within the jurisdiction of this Agreement.

**ARTICLE XV
ARBITRATION**

There shall be no stoppage of work on account of any difference which may occur between a member or members of the Association and the Union, pending arbitration. If the matter cannot be adjusted between the parties involved, it shall be taken up between a representative of the Union and a representative of the Association.

If the dispute cannot be resolved then a disinterested person as agreed upon by the Union and the Association within five (5) calendar days shall be called in to act as arbitrator, and in such case, his decision shall be final and binding.

In the event the Union and the Association are unable to agree upon an arbitrator within five (5) days, then an arbitrator shall be selected in the following manner: either party may request the Federal Mediation and Conciliation Service to submit a list of five names from which the Association shall strike two names and the Union shall strike two names and the remaining person shall serve as arbitrator. The arbitrator should proceed to a final decision as soon as possible.

The time limits set forth herein may be extended by the mutual agreement of the Association and the Union.

In order for a dispute to be arbitrable, it must be brought to the attention of the other party, in writing, within 30 days of constructive knowledge by the grievant, of the event or incident that is the subject of the grievance. If it is not made known to the charged party or to his official representative, as described, then it shall be considered waived.

In any arbitration proceeding the direct costs and expenses of the arbitrator, the hearing room, transcript (if needed), etc., shall be paid by the loser or however the arbitrator shall determine. Each party shall be responsible for the cost and expenses of its own representatives and witnesses.

**ARTICLE XVI
NONDISCRIMINATION**

The employers and the Union agree they will not discriminate against any employee or applicant for employment because of sex, race, religion, creed, age, color or national origin, and they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States provided such rules are consistent with the national federal labor laws.

**ARTICLE XVII
SAVINGS CLAUSE**

It is agreed by the parties to this Agreement any clause or parts thereof found to be in violation of any federal or state laws shall be unenforceable and will be severed herefrom and shall not affect the validity and enforceability of other provisions.

**ARTICLE XVIII
TERM**

This Agreement shall be effective on April 1, 2003 and shall remain in full force and effect until March 31, 2007 and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Dated this 16th day of April, 2003.

THE BUILDERS' ASSOCIATION

MISSOURI AND KANSAS BRICKLAYERS
LOCAL UNION NO. 15 OF THE INTERNATIONAL
UNION OF BRICKLAYERS & ALLIED
CRAFTSWORKERS, AFL-CIO



