BRICKLAYERS & ALLIED CRAFTSMEN AGREEMENT

Between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Contractor", and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, LOCAL UNION NO. 15 OF MISSOURI/KANSAS, hereinafter referred to as the "Union."

ARTICLE I
SCOPE

The hours of labor and working conditions set forth hereinafter shall apply to all construction, repair, or remodeling work contracted for by the Employers in the counties of Adair, Audrain, Benton, Boone, Callaway, Camden, Chariton, Cole, Cooper, Dent, Gasconade, Howard, Knox, Linn, Macon, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, Putnam, Randolph, Saline, Schuyler, Scotland, Shelby, Sullivan, in Missouri.

ARTICLE II
DECLARATION OF PRINCIPLES

That all employees are at liberty to work for whomsoever they see fit.  
That no person shall have the right to interfere with employees during working hours.  
That there shall be no limitation as to the amount of work an employee shall perform during employee's working day.  
That there shall be no restriction in the use of machinery or tools.  
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 employers are at liberty to employ and discharge whomsoever they see fit.

ARTICLE III
RECOGNITION AND WORK JURISDICTION

The Contractor 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 members of the I.U.B.A.C. in the geographical area of this Agreement.

It is agreed that 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 Builders' 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 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 non-compliance with any of the provisions of this Article until he receives a written request from the Union specifying the reason for such request. 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 a 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
HOURS OF WORK

1. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided.) All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week, provided that it does not conflict with federal, state, or local regulations or laws.

When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 A.M. and 6:30 P.M. exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive.

When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive.

The Employer shall have the option of changing the regular work day or work week on any job when conditions, as stipulated by the owner or the operating authority, requires accommodations by the Employer.

2. Flexible Starting Time. The regular starting time (and resulting quitting time) may be moved to 6:00 A.M. or delayed to 9:00 A.M. This option must be declared Monday morning.

3. When an employer cannot perform work during the normal workweek due to inclement weather causing a loss of at least four (4) hours on any single day during the normal workweek or upon prior approval of the union, 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. If Saturday is worked as a make-up day, work shall proceed for a full eight (8) hour shift, unless prevented from working by inclement weather or other conditions beyond control of the employer.
When the four (4) ten-hour work week is in effect, Friday and/or Saturday may be utilized as a make-up day, subject to the above paragraph. Straight time shall not exceed ten (hours) or forty (40) hours per week.

4. The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. When a holiday falls on Sunday, the following Monday will be observed as such. When a holiday falls on Saturday, the preceding Friday shall be observed as such. No work shall be performed on holidays except to protect life or property. In the event that Sunday or a named holiday is worked, the hourly pay shall be at a double time rate.

5. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows: First Shift, 8 hours plus 1/2 hour for lunch break; Second Shift, 7-1/2 hours plus 1/2 hour for lunch; Third Shift, 7 hours plus 1/2 hour for lunch.

Shifts shall be established for a minimum of five (5) consecutive work days. If only two shifts are to be worked, the Employer may regulate starting times of the two shift operations to permit the maximum utilization of daylight hours.

The first shift will be paid eight (8) hours straight time for eight (8) hours work, the second shift will be paid eight (8) hours straight time for seven and one-half (7-1/2) hours work, and the third shift will be paid eight (8) hours straight time for seven (7) hours work. Under no circumstances shall there be a pyramiding of premium pay. Overtime pay will not be paid in addition to hours already being paid under the shift differential outlined above.

6. The rate of pay on refractories or furnace insulation shall be one dollar ($1.00) premium per hour over the rate of wages being paid, payable only while there is fire in the furnace, kilns, smelter or incinerator. Overtime work on refractories will be at the rate of double time.

ARTICLE VI
WAGE RATES

1. For journeyperson Bricklayers, Stone Masons and Tile Layers, the following rates of wages shall be paid by the Employer in the counties of Adair, Audrain, Benton, Boone, Callaway, Camden, Chariton, Cole, Cooper, Dent, Gasconade, Howard, Knox, Linn, Maries, Macon, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, Putnam, Randolph, Saline, Schuyler, Scotland, Shelby, Sullivan, in Missouri.

   Effective April 1, 2015 - $28.95

   Effective March 1, 2016, $.97 per hour total economic increase shall be applied to wages and/or fringe benefits.

   Effective March 1, 2017, $1.03 per hour total economic increase shall be applied to wages and/or fringe benefits.

   A. The Union may, at its option, when allowed above, and upon sixty (60) days written notice to the Association, divert all or part of the deferred increase and/or a portion of the basic wage to the established fringe benefit funds effective with any deferred increases during the term of this Agreement.

   B. No employee shall have the option to receive all or any part of the fringe benefit contributions required to be paid by the employer by this Agreement. No employer may pay the fringe benefit contributions required to be paid by Article VII to an employee. No employee shall have the option to assign any benefits to which they may be or become entitled under the Pension Agreement, Declaration of Trust or Health and Welfare Fund.
**Pre-Job Conference.** Prior to commencing any work under the Agreement, The Employer can contact the UNION. If the project is going to employ more than three (3) employees or last longer than five (5) days, the employer can notify the Field Representative of that jurisdiction prior to commencing work. Telephone pre-job conference may be used whenever practical.

**Supplemental Dues Checkoff.** Employers signatory to this Agreement agree to **deduct and withhold from the wages due** all employees covered by this Agreement Supplemental Dues in an amount equal to six percent (6%) of gross wages and fringes for each actual hour worked by each employee covered by this Agreement who has provided written authorization therefor to the International Union of Bricklayers and Allied Craftsmen, Local Union No. 15 of Missouri, with a copy to the Employer, as a dues checkoff.

Reporting and payment of such sums so deducted and withheld shall be made per payroll period on "Bricklayer Fringe Benefit Monthly Remittance Report" forms and shall be made in the same manner provided for payments of fringe benefit programs required under this Agreement.

2. **FOREMEN**

Effective 4/1/15, Foremen shall receive two dollars and fifty cents ($2.50) per hour more than journeyperson rate.

Effective 3/1/16, Foremen shall receive two dollars and seventy-five cents ($2.75) per hour more than journeyperson rate.

Effective 3/1/17, Foremen shall receive three dollars ($3.00) per hour more than journeyperson rate.

3. **APPRENTICES**

A. No apprentice will be allowed to work on any job alone.

B. Apprentices for the International Union of Bricklayers and Allied Craftsmen, Local Union No. 15 of Missouri/Kansas Central Missouri Area will receive the minimum wage scale as defined in the current standards approved by the Bureau of Apprenticeship and Training and registered with the United States Department of Labor.

**APPRENTICE SCHEDULE**

<table>
<thead>
<tr>
<th>Effective 4-01-15</th>
<th>% of Jour. Pay</th>
<th>Dues at 6% of base wage plus 8% of fringe benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer Apprentices:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 700 hours</td>
<td>55%</td>
<td>$1.94</td>
</tr>
<tr>
<td>Second 700 hours</td>
<td>60%</td>
<td>2.03</td>
</tr>
<tr>
<td>Third 700 hours</td>
<td>65%</td>
<td>2.12</td>
</tr>
<tr>
<td>Fourth 700 hours</td>
<td>75%</td>
<td>2.29</td>
</tr>
<tr>
<td>Fifth 700 hours</td>
<td>85%</td>
<td>2.46</td>
</tr>
<tr>
<td>Sixth 700 hours</td>
<td>90%</td>
<td>2.55</td>
</tr>
<tr>
<td>Seventh 700 hours</td>
<td>95%</td>
<td>2.64</td>
</tr>
</tbody>
</table>

The Apprentice Pay Schedule will be modified as follows: commencing on an apprentice’s indenture date, the apprentice shall work a minimum of 700 hours in the first six-month period to be eligible for a wage increase and a minimum of 1,400 hours for the twelve-month period to be eligible for the next wage increase. Once the apprentice has met the minimum requirements for the year, the next year will begin with the same requirements. The apprenticeship program is for a minimum of 4,900 hours duration. Each year: 1\textsuperscript{st} six months = Minimum of 700 hours; Full twelve months = Minimum of 1,400 hours.
C. The Joint Apprenticeship Program which has existed between the parties is hereby continued and the parties agree they will honor and give effect to the apprenticeship standards and appropriate actions of the Joint Committee.

D. The Committee shall be the administrative body for the program, and as such, shall be the sole agency to set up, regulate, supervise, control and operate the program and shall have the authority to establish and enforce rules and requirements governing the qualifications, education, training, selection and supervision of apprentices.

E. When requested to do so by the Joint Committee, employers will be required to take an apprentice if available as the third employee after two journeypersons are on a job and, if available, will be required to have an apprentice ratio of one to five thereafter.

F. The Employer has the right to employ fifty percent (50%) of apprentices to work with journeypersons. The apprentice shall be assigned by the Employer to perform any work which is within the capability of the individual.

**ARTICLE VII**

**BAC LOCAL UNION 15 PENSION FUND, BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND (INCLUDING IPF-PPA), BAC LOCAL UNION 15 SUPPLEMENTAL (PENSION) PLAN, BAC LOCAL UNION 15 WELFARE FUND, BUILDING APPRENTICESHIP AND TRAINING FUND, BUILDING AND MASONRY INDUSTRY ADVANCEMENT FUND, INTERNATIONAL MASONRY INSTITUTE (IMI) AND CISAP FUND**

1. On all work covered by this Agreement, the Employer shall pay fringe benefits totaling sixteen dollars and forty-four cents ($16.44) per hour for each hour worked (whether regular or overtime) by each Employee covered by this Agreement.

   A. Funds to be remitted to the Depository

   On all work covered by this Agreement, the Employer shall pay fourteen dollars and sixty-nine cents ($14.69) per hour for each hour worked (whether regular or overtime) by each Employee covered by this Agreement to the "Depository" 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 ten (10) 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 payment, the Depository shall pay over said payment as follows:

   Five dollars and eighty-five cents ($5.85) of each hourly contribution into the BAC Local Union 15 Pension Fund to be used for the purposes set forth in the instrument creating said Fund, executed June 6, 1968 by Local Union No. 18 of the B.M. & P.I.U. and The Builders' Association as amended; one dollar ($1.00) of each hourly contribution into the BAC Local Union 15 Supplemental (Pension) Plan Fund; nineteen cents ($.19) of each hourly contribution to The Builders' Association for the purposes as set forth in the instrument entitled "Building and Masonry Industry Advancement Fund" executed February 8, 1962 by Local Unions No. 4, 18 and 21 of the B.M. & P.I.U and The Builders' Association, seven dollars and five cents ($7.05) of each hourly contribution to the BAC Local Union 15 Welfare Fund; fifty-five cents ($.55) of each hourly contribution to the Apprenticeship and Training Fund and five cents ($.05) of each hourly contribution to the CISAP Fund.

   B. Funds to be remitted directly and by separate check

   In addition, on all work covered herein, the employer shall pay, directly and by separate check, a total of one dollar and seventy-five cents ($1.75): one dollar and thirty cents ($1.30) of each hourly contribution to the Pension Fund of the Bricklayers and Trowel Trades International Pension Fund (thirty cents ($.30) of which shall be designated as the IPF-PPA rate and used to improve the funded position of said Fund), to be used for the purposes set forth in the Trust Agreement creating said Fund and forty-
five cents ($0.45) of each hourly contribution to the International Masonry Institute to be used for the purposes set forth in the Trust Agreement creating such fund.

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 within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Said written reports shall contain such information as desired by and be on a form approved by the Funds' Trustees. These forms, for the use of Employers, will be furnished by the Funds' Trustees.

3. Each Employer shall, upon request of an official agent or designee of the Advancement Fund Committee or upon request of an official agent of the Board of Trustees of the Pension Funds, the Health and Welfare Fund, or the CISAP Fund permit such agent or designee 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.

4. It is further agreed by and between the parties hereto that the Pension Funds, the Health and Welfare Fund; the Advancement Fund and the CISAP 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 employers for income tax purposes with all governmental taxing units.

5. The undersigned further agree to be bound by all the terms and provisions of the above-mentioned documents with the same force and effect as though they originally signed said documents, and hereby authorize the designated Fund Trustee appointed thereunder to act for and on behalf of them.

6. It is further agreed by and between the parties hereto the term and duration of the Funds referred to above will be concurrent.

**ARTICLE VIII**

**ENFORCEMENT OF FRINGE BENEFIT CONTRIBUTIONS**

Each Employer signatory to this Agreement agrees to accept and be bound by the terms and provisions of the Agreements and Declarations of Trust establishing the Funds set forth in Article VII.

Payments shall be made to the Funds on a monthly basis. Payment on all hours worked the preceding reporting period must be made to the Fund's office not later than ten (10) days after the end of the month in which the work was performed. When reports or contributions are received more than thirty (30) days after the end of the calendar month in which the hours were worked, the Employer shall pay and the Trustees collect as liquidated damages a minimum of $50.00 or 10%, whichever is greater, of each delinquent monthly contribution. Thereafter, an additional one percent (1%) shall be imposed on such delinquent monthly contribution up to a maximum of twenty percent (20%) of each delinquent monthly contribution. Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

Interest shall be imposed on and received from delinquent employers as follows:

Interest on the unpaid contributions computed per annum at the rate prescribed in Section 6621 of the Internal Revenue Code (presently twenty percent (20%)). Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

In the event litigation is instituted by the Fund to collect delinquent contributions, liquidated damages and interest as provided above shall be assessed. In addition to liquidated damages and interest, the following shall also be imposed on and received from the delinquent employer:
a) Reasonable attorneys' fees and costs of litigation; and

b) Reasonable costs of the audit.

Each Employer shall, upon request of an official designated agent of the fringe benefit program, permit such agent or designee during regular business hours, to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours paid for 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.

ARTICLE IX
WORKING CONDITIONS

Section 1. Employees shall not accept employment with an employer who works with the tools of the trade, unless said employer is a practical bricklayer, stonemason, cement mason, plasterer, marble mason, tile setter, mosaic or terrazzo worker, and shall be an active member of the Union.

Section 2. Any one member of a firm of employers, who are bricklayers or masons, may work at the trade, but no more than one member of the firm may work with the tools of the trade on the same job.

Section 3. Sanitary toilets shall be provided on all jobs in compliance with the law of the State Board of Health.

Section 4. Employers shall provide drinking water in closed sanitary containers with paper drinking cups. Ice water shall be furnished when conditions call for it.

Section 5. Speed leads, corner poles, dead men or any other instrument to replace the plumb rule may be used.

Section 6. No mortar shall be spread until line is raised, and line is not considered raised until twig is set and brick are all walled for next course.

Section 7. No employee or any other person connected with the job will be allowed to call for the line at any time, except the person on the tight end, and only after the course is laid out, twig set and brick walled for the next course.

Section 8. Where openings are cut in walls, all toothing and facing are to be done by bricklayers or masons.

Section 9. When the material to be handled weights over forty (40) pounds per unit, and the wall is built over two feet eight inches high, two employees shall double up in spreading mortar and laying same.

Section 10. If an employer or foreman calls for or asks an employee to come to work and does not put the employee to work that day, then that employee shall be entitled to two (2) hour's pay, weather permitting. Employees put to work shall be entitled to a minimum of two (2) hour's pay unless prevented from working due to inclement weather or conditions beyond the Employer's control.

Section 11. No employee shall be discharged for inquiring after the cards of the employees working on the job.

Section 12. Employees must be paid for going from one job to another during working hours. No employee shall be transferred from job to job during the lunch period.

Section 13. When a masonry power saw is used, both safety shield and proper ventilation must be kept. When dry cutting machines are used, the saw must be equipped with sufficient blower system to protect operators from dust. The employer shall furnish a regulation mask to cover operator's mouth.
and nose and also furnish safety goggles and where wet cutting machines are used, there shall be furnished, in addition to the above-mentioned safety articles, a pair of rubber gloves, rubber apron and a dry elevated platform. All cutting machines shall be grounded before the operator starts. No employee shall be permitted to operate any kind of masonry saw, wet or dry, that does not have proper safety guards and electrical connection grounded.

Section 14. Employers shall furnish a safety "hard hat" to each employee, and the Union shall assist employers with enforcement of the use of "hard hats" by all employees.

Section 15. The Employer will furnish any special or protective clothing and equipment necessary for "hot" work on refractory jobs.

Section 16. The Employer must at all times provide Workmen's Compensation Insurance for employees.

Section 17. The Employer shall pay employees in full through the preceding Wednesday, once each week on Friday. If the Employer fails, refuses or neglects to pay any employee on the regular pay day, the Business Manager of the Union shall make a demand upon the employer for payment. If the employees are not paid on the scheduled pay day, the employees shall be paid waiting time at their regular hourly rates of pay, not to exceed eight (8) hours pay each twenty-four (24) hours until their wages are paid in full by the Employer.

Section 18. Discharged employees shall receive their pay immediately upon discharge on the job site. If the employee is required to wait for payment, the employee shall receive pay for such waiting time at employee's regular hourly rate, not to exceed eight (8) hours pay each twenty-four (24) hours.

Section 19. Employees being laid off shall be paid in full at the end of the working day or shift. Any employee reporting for work and being laid off, not having been notified the day previous to such layoff, shall receive not less than two (2) hours' wages and shall be paid off in full immediately. In the event the employee is not paid off, waiting time, not to exceed eight (8) hours pay each twenty-four (24) hours at the regular rate, shall be charged until payment is made.

Section 20. All contractors working in the jurisdiction of Local #15 shall employ a fair proportion (50%) of local members on each respective job, providing they are available and competent in the particular type of work included on the respective job. Foremen and apprentices are considered part of the ratio.

Section 21. 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.

ARTICLE X
SCAFFOLDS

Section 1. No employee shall build a wall higher than four feet eight inches for a scaffold. This also means that no scaffold shall be built more than four feet six inches high, plus decking, in order to prevent reaching down from scaffolding to wall. In working up to overhead beams or ceiling, employees are permitted decking of scaffold to be six feet from overhead if proper foot scaffold and ten inch boards are used.

Foot scaffolds shall be at least sixteen inches in width and approximately sixteen inches high, of two inch materials with 2 x 10 planks.
Section 2. In no case shall employees be laid off for the purpose of building or stocking up of scaffolds.

Section 3. Employer shall provide ladders for employees to get on and off all scaffolds.

Section 4. Mason foremen shall see that all scaffolds are properly built so that they will be safe for the employees working on them.

Section 5. All outside scaffolds shall have a guard rail in compliance with the safety standards regarding the condition.

Section 6. If employees are required to work on a wall where other crafts are working above them a protective canopy shall be provided.

ARTICLE XI
FOREMEN

Section 1. Foreman shall be practical mechanics in branch of trade over which they exercise supervision. Foremen having the authority to hire, discharge, and exercise similar supervisory functions are recognized as the exclusive representative of management.

Section 2. There shall be a bricklayer foreman on every job where two or more employees are working and shall receive the scale of wages of a foreman.

ARTICLE XII
EQUAL EMPLOYMENT OPPORTUNITY

The employers and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, 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 Opportunity established by the President of the United States, provided such rules are consistent with National Federal Labor Laws.

ARTICLE XIII
UNION-STEWARD

Section 1. STEWARD APPOINTMENT AND DUTIES: On any of the Employer’s projects that employ two (2) or more employees (excluding the foreman), the union and the Employer shall mutually agree on a jobsite steward. The Employer will not withhold its approval arbitrarily or unreasonably. The employee designated as the Job Steward shall be a qualified journeyperson and must fully perform job duties as directed.

Section 2. When a job is temporarily shut down before completion, the Steward shall be the first called back (after the jobsite foreman), when work is resumed. If the steward cannot be reached, the Employer shall notify the Union and a new Steward will be appointed.

Section 3. The Field Representatives shall have the authority to view employee pay records.
1. Employer party to this Agreement agrees that whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

2. With respect to the above paragraph, any employer who subcontracts work covered by this Agreement shall require any non-signatory employer to supply weekly payroll records and any other information necessary to assure compliance with paragraph 1, upon request. Such information will then be made available to the Union upon the Union's request.

3. It shall be a requirement of this Agreement that any employer party to this Agreement subcontracting work to a non-signatory subcontractor shall include the provisions of paragraphs 1 and 2 above in any such subcontract.

4. 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.

5. 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.

ARTICLE XV
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 that the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by any employer of members of the Union on similar work within the jurisdiction of this Agreement.

ARTICLE XVI
ARBITRATION

Section 1. There shall be no stoppage of work on account of any differences which may occur between a member or members of The Builders' Association and the Union, pending arbitration. If the matter cannot be adjusted between the parties involved, it shall be taken up between the Arbitration Committee of the Union and a representative of The Builders' Association. If the matter cannot be settled satisfactorily, at that time, it shall be immediately (WITHIN 3 WORKING DAYS) referred to an Arbitration Board consisting of three members appointed by the Association, and three members appointed by the Union. These six members shall have authority to make all decisions and the decision of the Board shall be final and binding upon both parties and must be in writing.

Section 2. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity on any work covered by this Agreement and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interferes with the normal operations of the project shall be subject to disciplinary action, including discharge.

The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

It shall not be a violation of this Agreement for any individual member of the Union to refuse to cross a legally authorized picket line.
ARTICLE XVII
SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision to any person or circumstances, is held by a competent authority to be in conflict with federal or state law or the International Union Constitution then such provision is null and void provided, however, that the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is in conflict with law shall not be affected thereby.

ARTICLE XVIII
DRUG AND ALCOHOL TESTING

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 restated on December 19, 2011. 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 XIX
TERM

THIS AGREEMENT shall be effective April 1, 2015, and shall remain in full force and effect until February 28, 2018, 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.

Executed this 4th day of May, 2015

THE BUILDERS' ASSOCIATION

LOCAL UNION NO. 15 MISSOURI -KANSAS
OF THE INTERNATIONAL UNION OF
BRICKLAYERS & ALLIED CRAFTSMEN