

**LABORERS'**  
MARCH 1, May 31  
**2024 - 2029**

**SITE, BUILDING AND HEAVY AND HIGHWAY  
AGREEMENT**

negotiated by

**SITE IMPROVEMENT  
ASSOCIATION**

and

**LOCAL NOS. 42, 110, 660, 662, 840, 955 and 1104  
AFFILIATED WITH THE MISSOURI AND KANSAS  
LABORERS' DISTRICT COUNCIL AND  
THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

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## COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into, effective the first day of March 1, 2024 by and between the **Site Improvement Association**, acting as negotiating agent for and on behalf of its members (hereinafter referred to as the Employer), and **Local Union #42, Local Union #110, Local Union #660, Local Union #662, Local Union #840, Local Union #955, Local Union #1104** all affiliated with the Missouri and Kansas Laborers' District Council, Laborers' International Union of North America, (hereinafter referred to as the Union).

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree, and contract as follows:

### ARTICLE 1 Intent and Purpose

**Section 1.01** It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

**Section 1.02** It is the intention of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

### ARTICLE 2 Recognition

**Section 2.01** The Employer recognizes the Union as the sole and exclusive bargaining representative of all building and construction laborers including laborer foremen in its employ with respect to wages and hours and all other conditions of employment in all classifications and for the jurisdiction assignments herein enumerated, on all work on construction sites located in the Counties set out in Appendix A hereto each within the state of Missouri.

**Section 2.02** Based upon the Union's demand for recognition as the majority representative of the Employer's employees under section 9(a) of the National Labor Relations Act and its contemporaneous offer to show proof of its majority status in the form of signed authorization cards in sufficient numbers to show that the Union is authorized to represent a majority of the Employer's employees in an appropriate unit described above in Article 2, Section 2.01 of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining unit representative for the bargaining unit within the meaning of Section 9(a) of the National Labor Relations Act.

### **ARTICLE 3 Union Security**

**Section 3.01** It is understood and agreed by and between the parties hereto that as a condition of continued employment, all personnel 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 eight (8) days following the beginning of their employment or the execution date of this Agreement whichever is the later; that the continued employment by the Employer in the said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of their periodic dues to the Union; and that the continued employment of persons who were in the employment of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon these persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement.

The foregoing requirement of "Union membership" may be met, irrespective of actual membership in the Union, by paying an amount equivalent to the Union's regular initiation fees and periodic dues.

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 further effect that Union membership was available to such persons on the same terms and conditions generally available to other members, to forthwith discharge such persons. Further, the failure of any person to maintain his Union 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.

### **ARTICLE 4 Jurisdiction - Job Description**

**Section 4.01** The Employer recognizes the exclusive jurisdiction of the Union to the following classifications of work, and all work and equipment used within the Union's jurisdiction, as herein set forth shall be assigned exclusively to employees represented by the Union. Mason Tenders shall build and take down all scaffolding whether upright, pole, lookouts, or trestle scaffolds on which Brick Masons or Mason Tenders work. Mason Tenders shall be used exclusively in the distribution of all lintels and reinforcing steel used by the Brick Mason. Mason Tenders shall operate all power equipment and machinery, including fork-lifts, mortar buggies, conveyors, mixers, pumps, brick buggies, front end steer loaders and related equipment for the purpose of furnishing materials and equipment or otherwise servicing exclusively the Mason. Mason Tenders shall be used for all cleaning of Masonry and other type walls and windows.

**Section 4.02** Excavation for building and all other construction; dredging, drainage, hydro excavation, sewer and pipeline excavation, including pipe bursting; digging of trenches, piers, foundations, holes; digging, lagging, sheeting, cribbing, bracing, and propping of foundations, holes, caissons, and cofferdams; digging of all conduits for electrical, telephone and telegraph lines and fence post holes; rodman for surveying; set up and operation of laser instruments; grade checking of site work, building work and highway & heavy. This is meant to include the set up and operation of all GPS systems and drone surveying operations.

**Section 4.03** Preparation of concrete for walls, foundations, floors and all other

construction; mixing, handling, conveying, pouring, vibrating, gunniting, and otherwise applying concrete, whether done by hand or by any other process; wrecking, stripping, dismantling and handling of concrete forms and false work, and building of centers for fireproof purposes; operating all concrete mixers; performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or shifting of forms; hand mixing of all mortar for concrete finish and tending to cement finishers in the construction of building walls, bridges, curbs, fences, and machinery foundations; making and grading footings, fireproof gutters, sidewalks, steps, coping and concreting around illuminating tile; servicing of all concrete vibrators and handling, unloading, conveying of all concrete materials and aggregates; all monumental work, concrete floors, mastic floors, concreting under asphalt; Paving in and out of building; mixing all cement and other compounds used for such purposes, including the cooking, handling, and preparation, raking and spreading of asphalt, tar and other mastics on wooden blocks or otherwise; handling of all materials to and from mixers and all devices and to convey materials to and from mixers; handling of all runways and scaffolds for concrete, operating concrete motor buggies; handling of concrete chutes and chute lines, hanging of metal chutes and cleaning of all concrete chutes whether of wood or metal; the cleaning of concrete mixers, skips, hoppers and towers; the roughing of all concrete where spills are set and chipping tools are required in cleaning, whether mechanical or hand tools, all leveling, tamping and spreading; all labor on cement guns, mixing, preparing and conveying all gypsum and plastic materials; drying of concrete or other materials by salamander or other artificial heat of any kind; hoisting and setting of precast slabs and concrete tile; concrete pumps set up men and nozzle men.

**Section 4.04** Loading, unloading, cleaning, conveying, distributing, collecting and hoisting of all building and construction materials and debris; covering of all tanks and structures complete or incomplete and materials piles with tarpaulins; changing of all filters, tanks, boilers and drums with catalytic and other materials; operation of motor buggies and conveyors.

**Section 4.05** Excavation, preparation, concreting, asphalt and mastic paving; ramming, curbing, flagging and surfacing of streets, ways, and courts; and the grading and landscaping thereof.

**Section 4.06** Cutting of streets and ways for laying of conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials for same, backfilling, grading and resurfacing of same and the running of self-propelled and handheld concrete saws, core drills and wall saws.

**Section 4.07** Construction of shafts, tunnels, subways, caissons, and culverts and tunnel maintenance technician work to include installing, maintaining and repairing underground/tunnel component systems such as, micro-tunneling machines, conveyors, lighting, power centers and communications systems underground and on tunnel projects

**Section 4.08** All work performed in the construction of sewer lines, water lines, drainage lines, conduit in connection with all piping, sewage disposal plants, purifying plants, water pollution plants, and pumping stations, cured in place pipe lining installations (ambient, steam, boiler or light), camera tech, vacuum truck and boiler truck operation.

**Section 4.09** All demolition work and blasting, jackhammering, pavement breaking, and

drill running and start drilling when done by hand, mechanically or compressed air mechanism, sandblasting and gunnite work.

**Section 4.10** Operation of compressed air devices, compressed air or tunnel work, caisson work, lock tenders and gauge tenders. The installation and maintenance of all dewatering equipment.

**Section 4.11** The cleaning of all buildings, brick walls, structures, materials, windows, floors and all debris. The operation and control of water blasters.

**Section 4.12** Signalmen and flagmen on all phases of building and construction work, including signaling and handling of concrete buckets and auxiliary work in connection with the operation of equipment; providing drinking water, groundmen, dumpmen, watchmen, lockermen, and guards.

**Section 4.13** The wrecking and dismantling of all building and structures, walls partitions, tanks, shelves, fences and forms; and the use of acetylene torch, burning bar, and other welding equipment, for work within the Union's jurisdiction.

**Section 4.14** Clearing, excavating, filling, backfilling, grading, sodding and landscaping including operation of hydroseeder and strawblower of all sites for all purposes.

**Section 4.15** The demolition, removal or encapsulation of hazardous waste material, including low level radioactive contaminated materials.

**Section 4.16** Skid Steer loaders (including all attachments) and tractors of 55 horsepower or less for the sole use of the signatory contractor.

**Section 4.17** The laying of wire mesh and iron rods on residential and highway construction. On commercial or site and heavy work, the laying of wire mesh or iron rods at a job site must be for less than six (6) hours during any one day.

**Section 4.18** The demolition, removal or encapsulation of asbestos material.

**Section 4.19** All common and semiskilled labor in connection with building and construction work; all material handling and helping and tending of building and construction crafts, and the handling of all tools, working equipment and appliances for the performance of these functions; track laying; and retaining walls.

**Section 4.20** The demolition, removal or encapsulation of lead.

**Section 4.21** Deck hands on boats on the Mississippi and Missouri Rivers or any other tributaries within the jurisdiction of the Missouri and Kansas Laborers' District Council.

**Section 4.22** Concrete Specialist: The Employer may choose to assign to a member of the bargaining unit the striking off and finishing of flat concrete surfaces.

**Section 4.23** Remote controlled, walk behind or stand on, such as - mini track loader, Dingo, Bobcat MT 55 and similar remote-controlled equipment including tampers, rollers, trenchers, that aid in the performance of traditional construction Craft laborer's jurisdiction and new and emerging technologies within the construction industry.

**Section 4.24** The Union will make available to the Site Improvement Association, copies of all jurisdictional agreements and details of verbal understandings with other unions.

This Article 4, and all of its subsections shall be deemed to cover all equipment identified herein. This list is not intended to be an all-inclusive list and shall cover pieces of equipment not explicitly listed herein but historically assigned to laborers. This list shall also cover new technologies developed to replace or supplement any piece of equipment contemplated herein.

**Section 4.25** Nothing in this Agreement shall be construed to define or determine any craft work jurisdiction or the recognition thereof by the Employer.

**Section 4.26** The Union will make available to the SITE copies of all jurisdictional agreements and details of verbal understandings with other unions.

## **ARTICLE 5 Laborers Hiring Arrangement**

**Section 5.01** The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of experienced workmen. In recognition of this service, Employer shall adhere to the hiring arrangements contained in Appendix B of this agreement.

## **ARTICLE 6 Rates of Wages**

**Section 6.01.** Hourly rates of wages for each classification of labor are set forth in the attached Appendix C - Schedule of Wage Rates, and the rates of wages shown in that Schedule shall apply to all work and to every workman covered by this Agreement. Definitions of Types of work and Classification of Labor are contained in Appendix F. Miscellaneous and Premium Rates contained in Appendix D shall also be paid when applicable. On federal or publicly funded projects, where the Missouri prevailing wage act and or federal Davis Bacon and Related Acts apply, the employer must pay their employees according to the occupational title listed in the wage orders, but in no case can the employees be paid less than the rates stated in this Agreement, unless otherwise specified herein.

**Section 6.02** The Union agrees that no demand for any increase in any wage rates specified in the Schedule of Wage Rates will be made on any job.

**Section 6.03** The Employer shall pay on the job, when employees are working on the job at the time herein specified, every Friday at or before 4:30 p.m., in currency or by payroll check, for any work performed through Sunday prior to payday. In the event of bad weather on Friday, checks will be on the job no later than 12:00 noon unless unavoidably delayed.

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

The Employer shall furnish check stub or receipt which includes the Employer's name and address, showing gross amount of check, itemized deductions, and hours worked and amounts for both regular and overtime.

If the Employer fails, refuses or neglects to pay any employee on the regular payday (Friday), the Business Agent of the Union shall make a demand upon the Employer for payment, and if the employees are not paid within one (1) hour thereafter, the employees shall be paid waiting time at their regular hourly rate of pay until their wages are paid in full by the Employer. The Employer shall pay employees once every week and pay shall be in full up to Sunday night, except where State or Federal regulations demand that the payroll reports shall be by calendar week, in which case payday shall be not more than three (3) workdays after the pay period. Upon approval of the employee, wages due workers may be paid by direct deposit to the employee's account. Fringe benefits may be paid electronically.

**Section 6.04** When employees are discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, employees shall be paid for the time required going to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. If the employee's check is postmarked later than 24 hours past the scheduled payday, the Employer shall pay the employee two (2) hours' pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of scheduled payday to receive the penalty payment. If an Employer's check to an employee is returned for insufficient funds, the Employer will be forced to pay in cash or cashier's check and pay any bank charges incurred by employee whose personal checks were written with insufficient funds.

When employees are laid off the Employer shall have the option of paying the employee off that day or sending their paycheck postmarked no later than the first regular workday following day of layoff. If the employee's check is postmarked later than the day following the day of lay-off, the Employer shall pay the employee two (2) hours' pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of lay-off to receive the penalty payment.

If the Employer fails to comply with the above provisions more than two times, then the third time will be cause for the contractor to revert to lay-off is pay off for the remainder of this contract. The Union shall notify the Employer, with copy to the appropriate Association, when such provision is invoked.

**Section 6.05 Welfare:** In addition to the per hour wage rates the Employer will contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to the Greater St. Louis Construction Laborers' Welfare Trust Fund or Construction Industry Laborers Welfare Fund as indicated in the wage schedules contained in Appendix C.

**Section 6.06 Pension:** In addition to the per hour wage rates and the contributions to the Fund, the Employer shall contribute (specific amounts will be noted on wage schedules) to the Construction Laborers' Pension Trust of Greater St. Louis or Construction Industry Laborers'

Pension Plan as indicated in the wage schedules contained in Appendix C, for each actual hour worked by employees covered under this agreement.

**Section 6.07 Vacation:** This section shall only apply in the jurisdiction of Locals 42 and 110 (St. Louis City, St. Louis, Jefferson, and Washington counties): The Employer will deduct one dollar (\$1.00) for each hour worked from the basic wage rate and pay the same to the St. Louis Laborers' Vacation Fund to provide vacation benefits for its employees. The amount segregated for vacation purposes or paid to the Vacation Fund is part of wages, included in the laborers' wage rates, and shall be so considered in computation of withholding, taxes and insurance, etc. The reporting, payment, and administration of the vacation fund system, shall be governed by the terms of the Trust Agreement creating the St. Louis Laborers' Vacation Fund, and any amendments thereto, and by its duly adopted rules and regulations, by which an Employer shall be bound by virtue of being party to or bound by the terms of this Agreement.

Upon three (3) weeks prior notice the Employer and the Union, an employee may, with the Employer's concurrence, take a leave of absence not to exceed two (2) weeks for a vacation from the job on which he is employed, without jeopardizing future employment on the job, provided, however, that the laborers' work on that job is in progress on his return and that no more than one of the employees on such job shall be on vacation leave at any one time.

**Section 6.08 Training and Apprentice:** In addition to the per hour wage rate, the Employer shall contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to training. Employer agrees during the term of this Agreement to contribute additional cents per hour per the following schedule:

- 2024 - \$0.05
  - 2025 - \$0.05
  - 2026 - \$0.05
  - 2027 - \$0.05
- For a total of \$0.20

The Board of Trustees of the Construction Laborers and Contractors Training Fund of Eastern Missouri will determine whether substantial progress has been made toward the St. Louis training center at the first board of trustee meeting in 2026. If they determine substantial progress hasn't been made there shall be a claw back of the five-cent (\$.05) training contribution made by the employers in 2024 and 2025 and no additional five-cent (\$.05) contribution for 2026 and 2027. The goal is to provide enough training at the St. Louis training center to complete the first term of apprenticeship, recruitment of all ethnicities, and routine safety training at that location.

**Section 6.09 Site Advancement Fund:** In addition to the per hour wage rate, the Employer will contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to the Site Advancement Fund.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Fund.

Primary purpose of the Fund as set forth in the Trust Agreement shall include advanced

training and education, safety education and other educational and informational programs for employee and industry betterment and programs for employee and Employer, industry betterment and industry promotion.

**Section 6.10 Supplemental Dues:** The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to a percentage (specific amounts will be noted on wage schedules) of the gross wages (taxable income).

It is specifically understood that no supplemental dues shall be deducted from any employee's wages unless and until such time as the Employer has physically in his possession an authorization card signed by the employee providing for such deduction and payment to the respective Local Unions.

Reporting and payment of such sums so deducted will be made on forms furnished by the Union.

**Section 6.11 Laborers' Political League:** The Employer agrees to deduct and transmit to the Laborers' Political League (LPL) five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

The Employer shall retain 2% of the gross proceeds from the check-off as reimbursement for the Employer's costs in administering this check-off.

It is specifically understood that no contribution shall be deducted from any employee's wages unless and until such time as the Employer has physically in his possession an authorization card signed by the employee providing for such deduction and payment to the respective Laborers' Political League. The Union is responsible for providing these completed authorization forms to the Employer.

The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Laborers' Political League contributions.

**Section 6.12 Split Time, Company Directed Training:** To address the impact on wages and employee fringe benefits in the various situations in which a bargaining unit employee who performs covered (industry) work then performs non-covered (non-industry) work for the same contractor. These situations will be collectively called "Split-Time." This section also addresses compensation for company-directed training and payback agreements.

**A. Split Time**

"Covered Work" or "Industry Work": all work that is directly related to construction, including but not limited to erecting structures, demolition, asbestos removal, loading and unloading material, final clean, yard or shop work that is directed to a specific construction project, all as more specifically provided in this Agreement.

"Non-Covered" or "Non-Industry" Work: Any work not defined as Covered Work including but not limited to snow shoveling an area other than a construction site, cutting grass somewhere other than a construction site, equipment and vehicle maintenance that occurs other than on a

construction site, shop or yard work that is directed to general repair, maintenance or clean-up, and similar work that is not directed to a specific construction project(s).

Once an individual performs Industry Work for a given contractor on a particular day, that contractor must make benefit contributions for every hour that person works for the Contractor that day. To be clear, the contractual wage rate does not need to be paid for Non-Industry work performed on a particular day, but the contractual benefits do.

An individual performing Non-Industry Work on a day when no Industry Work is performed, need not receive the contractual wage rate and no contractual benefits are payable for said time.

### **B. Company Directed Training**

“Company Directed Training”: training that is provided by the owner, Association, or third party that is not the Union or its affiliated training school.

All Company Directed Training must include compensation for these employees. However, each Laborer may be paid forty (40) hours annually (calendar year) at the employee's basic contractual wage rate for Company Directed Training without paying fringe benefits. Any Company Directed Training exceeding forty (40) hours annually must include the employee's basic contractual wage rate plus fringe benefits. Any employer may pay the full contractual wage rate and fringe benefits for all training time, if they choose.

### **C. Payback Agreement**

An employer may implement a “Payback Agreement” which is designed to recoup training compensation costs if an employee decides to leave employment with a signatory contractor within 6 months of completion of the certifications listed below, per certificate. If an employee is terminated by the Contractor, no “payback” will be required of the employee.

The employer has a \$1,000 cap payback amount for: OSHA 30, Hazwoper, Lead Abatement and MSHA Certification. The employer has a \$3,000 cap payback amount for CDL Certification. The employer shall contact the Laborers Training Center for the scheduling of the following classes: OSHA 30, Hazwoper, Lead Abatement and MSHA to request a specific scheduled class. If the class cannot be scheduled within a month of the request, then the payback clause shall apply.

It is the employer's responsibility to properly code hours to illustrate clearly between split time, company-directed training time, and contractually covered work. If an employee believes they are not being compensated correctly as the result of split-time work, company-directed training, or the payback agreement, the employee should immediately notify the MKLDC.

## **ARTICLE 7 Hours of Work**

**Section 7.01 Workday:** Section 7.01 Workday: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m., or 10:00 a.m. with Union concurrence, with the starting time to be determined by the Employer, except as may be allowed elsewhere in this Agreement. (This adjustable starting time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. See Section 7.08 Reporting Pay for waiting time procedure and start time notice.)

However; between June 15<sup>th</sup> and September 15<sup>th</sup>, if the starting time commences outside the regular starting time on commercial building and site work, the employee, in addition to the straight time pay, shall, only if a cement mason is present and working in that crew,

receive \$3.00 per hour for all hours worked on such shift, except as noted in Section 7.09.

**Section 7.02 Ability To Work Four, 10-Hour Days:** The Employer may establish a four (4) ten (10)-hour shift exclusive of the thirty-minute unpaid lunch period at the straight time wage rate. Forty hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours a day or forty hours per week. Starting time will be designated by the Employer. The Union will be advised of the starting time..

When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

If the Employer has opted to work the ten (10) hour days, the following provision shall apply: If employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours work unless stopped due to weather or other conditions beyond the control of the Employer, except as noted in Section 7.08. If they begin work in the afternoon and work for less than five (5) hours, they shall also be paid for five (5) hours' work unless stopped due to weather or other conditions beyond the control of the Employer, except as noted in Section 7.08.

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

**Section 7.03 Lunchtime / Suppertime:** If the start of employee's one-half (1/2) hour lunch period is delayed, by fault of the Employer, beyond five and one-half (5½) hours after start time or eliminated, employee will be paid one-half hour overtime at the contractual overtime rate in addition to his actual hours worked.

Employees who are required to work more than two (2) hours after the regular quitting time shall receive one-half (½) hour for supper with pay.

Employees who are required to work after 12:30 a.m. on any day shall receive one-half (½) hour period with pay for a meal and food shall be provided by the Employer.

**Section 7.04 Overtime:** Time and one-half (1½) shall be paid (except for work performed on projects that cannot be performed during the regular workday as modified in Section 7.02 and Section 7.12) for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday (except as modified in Section 7.01), Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays except as modified in Section 7.12. Double time shall be paid for work performed on Sundays and Holidays. Overtime shall be computed at one-half (½) hour intervals.

**Section 7.05** An employee transferred during working hours from one job location to another shall be paid his regular rate while in transit, and no employee shall be transferred

during his lunch period.

Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where this is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.

**Section 7.06 Non-Loss Time Accident:** On the day of an injury resulting from a job site accident the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident the employee shall not suffer any loss for time spent receiving further medical treatment provided the doctor requires return visit during working hours. Employee will obtain a written memorandum from the doctor showing the time of appointment and the time of treatment and will provide a copy to the Employer.

**Section 7.07 Projects That Cannot Be Performed During Regular Workday:** On Highway/Heavy work, or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$1.50 per hour for the first eight hours worked or ten hours worked under a four (4) ten (10) hour day work schedule. Any hours worked in excess of eight hours or ten hours worked under a four (4) ten (10) hour day work schedule, shall be paid at the applicable overtime rate plus the \$1.50 per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, should a contractor employ another trade on a project outside the normal workday and such other trade is receiving a higher premium, the laborers on such project shall receive the higher premium.

All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

**Section 7.08 Reporting Pay:** It shall be the duty of the contractor to notify their employees of their job start time 2 hours before their starting time or notify the employee before they leave home. If the employees are not notified that there will be no work, those who report shall receive one (1) hour of reporting time. When employees report for work at their regular starting time, they must be allowed four (4) hours' pay. When work is stopped by bad weather employees will be paid for actual hours worked. If employees are requested to remain on the job due to weather conditions, they shall be paid from their regular starting time and continue for not less than one (1) hour. Employers may not use the adjustable start time to avoid paying Laborers for waiting time on the job site. When employees are sent home because of bad weather and are instructed to report back to work at noon they may do so, and if they report to work, they shall be paid not less than four (4) hours' pay for the afternoon.

**Section 7.09** Where any employees have been employed for the first four (4) hours and the Employer does not require their service for the remaining four (4) hours, the Employer must notify employees not later than 12:00 noon, and failing to do so, the Employer shall pay employees four (4) hours' wages, or otherwise allow them to finish out the day.

**Section 7.10** All men working under this Agreement shall take their working instructions from their foreman.

**Section 7.11** The provisions in this Article for four (4) hour guaranteed payments at the straight time rate shall also apply to Saturdays, Sundays and Holidays.

**Section 7.12 On residential work only**, all work performed after 40 hours in any workweek or after ten (10) hours during any workday and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified herein. If an employee has worked less than forty (40) hours from Monday through Thursday, and the Employer elects to work Friday, then the Employer will be required to work or pay the employee for the full scheduled shift on Friday or until the hours worked on Friday plus the hours worked Monday through Thursday total forty (40) hours, whichever is less, and provided further that the employee will be paid or work a minimum of four (4) hours on Friday, unless prevented by inclement weather. If a crew is prevented from working two (2) workdays or any part thereof Monday through Friday by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift, unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized but can be replaced by another employee at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate.

## **ARTICLE 8 Holidays**

**Section 8.01** The following days shall be recognized as legal holidays: New Years' Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. In the event that any of these holidays fall on a Sunday, the following Monday shall be observed.

**Section 8.02** No work shall be performed on the days set forth in Section 8.01 except in cases of emergencies to protect life or property.

**Section 8.03** All work performed on these holidays shall be compensated at double the regular hourly rate for work performed.

## **ARTICLE 9 Shift Work**

**Section 9.01** Shifts may be established when considered necessary by the Employer.

A. Shift hours and rates will be as follows:

FIRST SHIFT: Eight (8) hours plus one-half (1/2) hour for lunch.

SECOND SHIFT: Eight (8) hours plus one-half (1/2) hour for lunch.

THIRD SHIFT: Eight (8) hours plus one-half (1/2) hour for lunch.

- B. Shifts shall be established for a minimum of three (3) consecutive workdays.
- C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift.
- D. The first shift will be paid at eight (8) hours' straight time for eight (8) hours' work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cents (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cents (\$3.50 per hour premium for eight (8) hours' work.

Payment for shift work shall be determined by the time of day or night shift was worked not on the basis of when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time; the shifts which start on Saturday morning and end of Sunday morning will be paid at time and one-half; the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

- E. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.

## **ARTICLE 10 Union Stewards**

**Section 10.01** In no case shall an employee be discharged because he is acting as steward, or for performing his duties as steward. Stewards shall be appointed by the Business Agent. The name of the steward shall be given to the Employer immediately after his selection. The steward shall remain on the job as long as there is work under the laborers' jurisdiction. No steward shall be discharged without the Employer first notifying the Business Agent, and for no cause other than being an inefficient workman.

**Section 10.02** If any employee shall be taken sick on a job, or meet with an accident while at work, the steward shall see that he is properly cared for, and the Employer shall pay the steward for his lost time. The steward shall attend personally and see to it that the injured employee is immediately given proper medical care or hospitalization and that the injured employee's family is notified without loss of pay to the steward for such service.

**Section 10.03** All employees under this bargaining unit shall be required to register with the job steward on the date of hire. Such registration shall consist of employee furnishing to the steward his name, address and telephone number. The steward shall also be allowed to request to see the employee's Union card and ask him to voluntarily fill out a supplemental dues authorization check-off card.

**ARTICLE 11**  
**Foreman**

**Section 11.01** When Six (6) or more laborers are employed, one (1) shall be a working foreman and when Twelve (12) or more laborers are employed, the working foreman shall become a non-working foreman. When two (2) foremen are employed on the same job and shift, one (1) shall be classified as the General Foreman. On projects of five million (\$5,000,000.00) or under a non-working foreman shall be at the discretion of the Employer.

**ARTICLE 12**  
**Union Officials**

**Section 12.01** Union officials shall be permitted on all jobs and to all places and projects where or when members of the Union are employed.

**ARTICLE 13**  
**General Rules**

**Section 13.01** No employee shall be required to undergo a medical or physical examination as a condition of employment, or continued employment, nor shall any employee be required to punch a time clock on any job.

**Section 13.02** The Employer shall arrange for workmen's compensation insurance coverage for all employees regardless of number with a reliable and accredited insurance carrier and shall provide for complete coverage. The insurance policy shall contain upon its face the date upon which it is scheduled to expire, and the policy shall be made available to the Business Agent of the Union and to employees, upon request, for examination.

**Section 13.03** The Employer shall furnish all tools and equipment used by the employees and issue five buckle rubber boots to employees working in mud, concrete and other substances. The Employer shall issue rubber coats and hats when employees are required to work in rain or where moisture drips. Such equipment shall be serviceable and shall be maintained in a sanitary condition at the Employer's expense. The Employees shall be responsible for the return of all tools and such equipment. The employees shall be allowed five (5) minutes to change clothes before quitting time and five (5) minutes to put away tools at quitting time, for which time employees shall be paid.

**Section 13.04** The Employer shall furnish a warm, clean place for employees to change clothes, and the Employer shall furnish sanitary facilities and adequate first aid facilities on the job.

**Section 13.05** Employees shall not be required to work with unsafe tools or equipment or without adequate safety appliances at any time, nor shall employees be called upon to work under conditions that do not make for their utmost safety in the performance of their work.

**Section 13.06** Ice water must be furnished to employees in hot weather or when the Steward informs the Employer that it is necessary that ice water be provided to the employees.

**Section 13.07** On a large project, or any specific building project, where there has been a pre-job conference and travel expenses have been agreed upon by the Employer and Unions, the laborers shall be granted the same consideration and allowance.

**Section 13.08** Voting Time for Employees: RS Mo. Section 115.639. Any person entitled to vote at any election held within this State shall, on the day of such election, be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing the polls for the purpose of voting, and any such absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he votes, shall not, because of so absenting himself, be liable to any penalty or discipline, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this Section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which he is not in the service of his Employer. The Employer may specify any three (3) hours between the time of opening and the time of closing the polls during which such employee may absent himself.

If required, employee shall have form signed at polling place to indicate vote has been cast. Form shall be furnished by the Employer.

## **ARTICLE 14**

### **Construction Industry Laborers Fringe Benefit Funds**

**Section 14.01** This article shall apply to employers who engage in work performed in the following counties: Adair, Audrain, Bollinger, Boone, Butler, Callaway, Camden, Cape Girardeau, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Gasconade, Franklin, Howard, Howell, Iron, Knox, Lewis, Lincoln, Linn, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Montgomery, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Francois, St. Charles, Ste. Genevieve, Stoddard, Sullivan, Texas, Warren, and Wayne. Geographical jurisdiction of Local's 660, 662, 840, 955 and 1104.

Employers who accept and sign this Agreement also agree to accept and be bound by the Agreement and Declaration of Trust creating the Construction Industry Laborers' Welfare Trust Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust Fund, by the amended Agreement and Declaration of Trust creating the Construction Laborers & Contractors Training Fund of Eastern Missouri, by the Declaration of Trust creating the Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust, and by the Agreement and Declaration of Trust of the Construction Industry Laborers Supplemental Medicare and Retiree Targeted (SMART) Fund,

The payments shall be paid monthly by the Employers under this Agreement to the Construction Industry Laborers' Fund Office. Effective in 2025, An additional one cent (\$0.01) will be contributed to the Welfare Fund which will be tracked and used to help offset costs in creating and maintaining a central reporting site for employers to utilize who remit into the Construction Industry Laborers Fringe Benefit Funds and Greater St. Louis Construction Laborers Fringe Benefit Funds.

**Section 14.02** It is further agreed that the Trustees of the Construction Industry Laborers' Welfare Fund upon request, shall furnish to each Employer covered under this Agreement a financial report quarterly of the Construction Industry Laborers' Welfare Fund, showing payments into and disbursements therefrom, and the status of said Fund.

**Section 14.03** Contributions to Construction Industry Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers' Pension Trust Fund (hereinafter called "Pension"), Construction Laborers & Contractors Training Fund of Eastern Missouri (hereinafter called "Training"), Construction Industry Laborers Supplemental Medicare and Retiree Targeted (SMART) Fund (hereinafter "SMART Fund"), Site Advancement Fund (hereinafter called "Fund"), Supplemental Dues Fund (hereinafter called "Supp. Dues"), and Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereinafter called "LECET") shall be paid monthly. Payment shall be made to the Welfare and the Pension Fund offices not later than twenty (20) days following the month in which the work was performed. Should payment be made later than twenty (20) days following the month in which the work was performed, the Employer agrees to add twenty percent (20%) to the amount due as liquidated damages.

**Section 14.04** The Trustees for the Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate payroll records of any Employer if they have evidence that an Employer is not making proper and timely contributions to said Funds. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer. Signatory Employers also agree to permit representatives of the Fund Office to audit the appropriate payroll records of any Employer once every three (3) years without evidence that an Employer is not making proper and timely contributions to said Funds.

**Section 14.05** Any Employer who does not comply with and make payments into the Welfare Fund, SMART Fund and Pension Fund as provided for herein, shall be liable for all delinquency claims and for benefits denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent in its payments to the Welfare, SMART or Pension Fund. Such Employer agrees to reimburse such employees who have been denied benefits, their heirs, survivors, or their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund or Pension Fund offices. In the event the Employer fails to make prompt and timely reports as required and payments of the contributions due to the Welfare, Pension, SMART, LECET, Supp. Dues and/or Training Fund, the Union, following seventy-two (72) hours written notice by the Welfare, Pension, SMART, LECET, Supp. Dues and/or Training Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereof, it is agreed that the above contributions due, plus liquidated damages equal to twenty percent (20%) of the contributions due, constitute a debt owed by the Employer to said respective Funds Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or Union, such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action the Employer agrees to pay in addition to the amount due of such debts (including the liquidated damages) all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such actions with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33 1/3%) of the total amount for which judgment is rendered.

**Section 14.06 Surety Bond:** The Employer shall secure and maintain surety bond or letter of credit or use a CD as collateral to guarantee payment of all fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond or letter of credit or CD in such amount. The number of laborers in the employment of the Employer shall determine the amount of the surety bond or the letter of credit or CD required as follows:

1 to 5 laborers	=	\$10,000
6 to 10 laborers	=	\$15,000
11 to 20 laborers	=	\$20,000
Over 20 laborers	=	\$25,000

Should the Employer, at any time, be unable to fulfill this obligation as provided above, the Union shall require such Employer to pay all fringe benefit contributions under Sections 6.05, Section 6.06 and Sections 6.08 through 6.10 on a weekly basis. The Union shall advise the General Contractor that these payments have been made and credited to the appropriate funds.

## **ARTICLE 15**

### **Greater St. Louis Construction Laborers Fringe Benefit Funds**

**Section 15.01 Funds:** This article shall apply to employers who engage in work performed in the following counties: St. Louis City and the Counties of St. Louis, Jefferson and Washington. Geographical jurisdiction of Local's 42 and 110.

Employers who accept and sign this Agreement also agree to accept and be bound by the Agreement and Declaration of Trust creating the Greater St. Louis Construction Laborers' Welfare Trust Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, by the amended Agreement and Declaration of Trust creating the Construction Laborers & Contractors Training Fund of Eastern Missouri, by the Trust Indenture creating the Greater St. Louis Laborers' Vacation Fund, and Declaration of Trust creating the Laborers-Employers Cooperation and Education Trust, and by the Trust agreement creating the Site Advancement Fund, and by the Agreement and Declaration of Trust of the Construction Industry Laborers Supplemental Medicare and Retiree Targeted (SMART) Fund, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust instruments.

**Section 15.02 Reporting and Delinquent Contributions:** Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers' Pension Trust of Greater St. Louis (hereinafter called "Pension"), Construction Industry Laborers Supplemental Medicare and Retiree Targeted (SMART) Fund (hereinafter "SMART Fund"), Construction Laborers & Contractors Training Fund of Eastern Missouri (hereinafter called "Training"), Site Advancement Fund (hereinafter called "Fund"), Laborers' International Union of North America Local Nos. 42-110 Supplemental Dues Fund (hereinafter called "Supplemental Dues"), Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereinafter called "LECET"), shall be paid monthly, with each month's contribution covering work ending with the last payroll period in that month. Reporting shall be on forms furnished by Welfare, Pension, SMART, Training, Fund, Supplemental Dues and LECET, and all forms shall be signed by a person authorized to sign for the reporting Employer. Employers who have been making contributions shall, during periods of inactivity,

make monthly reports showing "no laborers" if no laborer worked during that month. Contributions to the Greater St. Louis Laborers' Vacation Fund shall be made in accordance with the procedure adopted by the Trustees (hereinafter called "Vacation").

Contributions are due by the 15th day of the month following the month reported or which should be reported, and any contributions not received by the last day of the month during which contributions are due shall be considered delinquent. The Employer recognizes that the Employer's failure or refusal to make contributions when due causes additional bookkeeping, correspondence, telephone calls, loss of use of funds, delay in making entries in record keeping and other expenses to those to whom contributions are due. Therefore, the Employer agrees that upon contributions becoming delinquent, said Employer will pay, in addition thereto and as liquidated damages, a sum equal to twenty percent (20%) of such delinquent contributions. Effective in 2025, An additional one cent (\$0.01) will be contributed to the Welfare Fund which will be tracked and used to help offset costs in creating and maintaining a central reporting site for employers to utilize who remit into the Greater St. Louis Construction Laborers Fringe Benefit Funds and Construction Industry Laborers Fringe Benefit Funds.

During any time when an Employer is delinquent in payment of any Fringe Benefit contributions, the Employer shall, upon written request by a Fund named in Section 15.01:

- Remit Contribution Reports and Fringe Benefit contributions weekly, each week's remittance covering the payroll period ended in the previous week;
- Identify each project at which the delinquent Employer is performing work, and the general contractor or other party ("Contracting Party") with whom the delinquent Employer has contracted for such work; and
- Sign an instruction to any such Contracting Party that no future payment shall be made to the Employer until the Employer has specified an amount to be deducted from the payment to the Employer and remitted to the Laborers' Benefit Office. The amount specified by the Employer shall be equal to the Fringe Benefit contributions due to the Fringe Benefit Funds for the current project the delinquent Employer is working on. Any Contracting Party signatory to this Agreement, upon written receipt of such an instruction, shall be obligated to comply and shall remit the deducted amount to the Laborers' Benefit Office by check payable either to "St. Louis Laborers' Fringe Benefits" alone, or jointly to "St. Louis Laborers' Fringe Benefits" and the requesting Employer. The Contracting Party shall not be responsible for any error or deficiency in the amount specified by the delinquent Employer and shall not be required to deduct and remit any amount in excess of the payment then due to the requesting Employer.

Further, when there are delinquent contributions due, the Union, notwithstanding any other provision in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, Pension, Training, Fund, Vacation, Supplemental Dues or LECET trustees or by the Union, to such delinquent Employer, may order cessation of all work covered by the Employer on all jobs of Employer until such reports are made and the contributions together with liquidated damages are paid.

**Section 15.03 Audits and Suits to Collect Contributions:** The Employer agrees that Welfare, Pension, SMART, Training, Fund, Vacation, Supplemental Dues and LECET shall each have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives or accountants audit and examine during the Employer's regular business hours, the Employer's weekly payroll journal, individual earnings records of employees, copy of Federal payroll tax returns and other payroll records as

may be necessary to allow such examiner to determine whether the Employer is making full and complete reports and contributions as required by the Employer's collective bargaining agreement with the Union.

If such examination discloses that the Employer has not made full reporting and payment, the cost of the examination and audit shall be paid by the Employer provided that such allocation of cost to the Employer shall not apply in the case of inadvertent or immaterial error, or clerical mistake.

In addition to all other remedies on account thereof available to Welfare, Pension, SMART, Training, Fund, Vacation, Supplemental Dues, LECET and/or the Union, suit to recover unpaid contributions and liquidated damages due and owing, if so, and/or to enforce this Section concerning audit and examination, may be brought by the respective Trustees of Welfare, Pension, SMART, Training, Fund, Vacation, Supplemental Dues, LECET and/or the Union, and in the event of such suit the Employer agrees to pay in addition to the amount found due and owing, interest at the maximum rate allowed by law computed from the due date of each month's contribution, plus a reasonable attorney's fee payable to the attorney or attorneys filing such suit in an amount fixed by the Court, but in no event less than thirty-three and one-third percent (33 1/3%) of the total amount for which judgment is rendered.

**Section 15.04 Surety Bond and Insurance:** The Employer shall secure and maintain surety bond or letter of credit or use a CD as collateral to guarantee payment of all fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond or letter of credit or CD in such amount. The number of laborers in the employment of the Employer shall determine the amount of the surety bond or the letter of credit or CD required as follows:

1 to 5 laborers = \$10,000  
6 to 10 laborers = \$15,000  
11 to 20 laborers = \$20,000  
Over 20 laborers = \$25,000

Should the Employer, at any time, be unable to fulfill this obligation as provided above, the Union shall require such Employer to pay all fringe benefit contributions under Sections 6.05 through 6.10 on a weekly basis. The Union shall advise the General Contractor that these payments have been made and credited to the appropriate funds.

## **ARTICLE 16 Apprenticeship**

**Section 16.01** Notwithstanding provisions pertaining to the hiring of employees contained elsewhere in this Agreement, it is agreed that, except for persons who were employed at any time before March 1, 2009 as a journey level laborer on work within the area limits of this Agreement, an Employer may not employ or continue to employ an employee hired after that date unless the employee, within eight (8) days after commencing such employment, has applied to register with the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri, and thereafter pursues such apprenticeship training to completion.

- All employees must provide a letter of intent to hire from the Employer, to enter the Construction Trade Craft Laborers' Apprenticeship Program for Eastern Missouri (High

Hill, MO). If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's job skills and abilities, as determined solely by the Joint Apprenticeship Committee.

- Provided the Joint Apprenticeship Committee can verify through a job skills and/or knowledge assessment process that an employee possesses an acceptable level of job skills and knowledge that is required of a journey level laborer, that employee shall be paid a journey level rate of pay. However, the employee shall not receive journey level status until such time as the successful completion of all training requirements. Training requirements are to be determined by the Joint Apprenticeship Committee utilizing the results of the employee's assessment. Employees failing to comply with above mentioned training requirements will be ineligible for employment under the terms of this Agreement.

An employee who once completes the required training shall not be required to repeat such training on account of later employment by a different Employer.

For purposes of this agreement, the term journey level laborer shall mean the same as general laborer.

The parties to this Agreement hereby incorporate into this Agreement the Apprenticeship Standards for the Apprenticeable Occupation of Construction Craft Laborer (D.O.T. #869.463-580), as registered and approved on October 23, 1995 by the Office of Apprenticeship, U.S. Department of Labor for the Eastern portion of the State of Missouri, including the St. Louis metropolitan area, under Registration Number MO-002-95002, 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 Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned Standards. The Apprenticeship Program shall be administered by the Joint Apprenticeship Training Committee. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

The Apprenticeship Program shall be a "letter of intent" type of program which shall allow for persons to enter the apprenticeship program provided they have an Employer willing to employ them for the Term of Apprenticeship under the terms of the Standards. Apprentices enrolled pursuant to these Standards shall be indentured to the Committee.

The Term of Apprenticeship shall be for two years (4,000 hours) of diversified work and on-the-job training, excluding time spent in off-the-job related instruction and training.

Apprentices must complete a minimum of 288 hours of off-the-job related instruction and training in an Individual Educational Program (hereinafter referred to as "IEP") as determined by the Committee, in order to successfully complete the Apprenticeship Program. APPRENTICES MUST ATTEND ALL OFF-THE-JOB RELATED INSTRUCTION AND TRAINING AS ASSIGNED AND SCHEDULED. APPRENTICES NOT ATTENDING CLASSES TO WHICH THEY ARE ASSIGNED AND SCHEDULED SHALL BE CANCELLED FROM THE APPRENTICESHIP PROGRAM. Any persons so cancelled shall not be eligible for employment in the apprenticeship classification by any Employer signatory to a collective bargaining agreement providing for such classification and negotiated by the Missouri and Kansas Laborers' District Council or any of its affiliated Local Unions, unless said person re-applies to

the apprentice program.

Apprentices shall not be entitled to payment of wages, nor shall the Employer be responsible for payment of fringe benefit contributions, for time spent in off-the-job related instruction or training - and no such time spent by an Apprentice shall be considered in the hours of work for pay purposes.

**APPRENTICES MUST COMPLETE ASSIGNED AND SCHEDULED OFF-THE-JOB RELATED INSTRUCTION AND TRAINING WITHIN PRESCRIBED WORKING HOURS AS FOLLOWS:**

**All Construction for the following areas; St. Louis City, St. Louis, St. Charles, Lincoln, Montgomery and Warren Counties:**

Period 1	65% of journey level hourly rate
1 – 999 hours of work	
Period 2	70% of journey level hourly rate
1000 – 1999 hours of work and completion of 72 total hours of off-the-job related IEP instruction	
Period 3	80% of journey level hourly rate
2000 – 2999 hours of work and completion of 144 total hours of off-the-job related IEP instruction	
Period 4	90% of journey level hourly rate
3000 – 3999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	
Journey Level	100% of journey level hourly rate
4000 hours of work and completion of all off-the-job related IEP instruction	

**Heavy, Highway and Site Construction for the following areas; Adair, Audrain, Bollinger, Boone, Butler, Callaway, Camden, Cape Girardeau, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Linn, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Francois, Ste. Genevieve, Stoddard, Sullivan, Texas, Washington and Wayne counties.**

Period 1	65% of journey level hourly rate
1 – 999 hours of work	
Period 2	75% of journey level hourly rate
1000 – 1999 hours of work and completion of 72 total hours of off-the-job related IEP instruction	
Period 3	80% of journey level hourly rate
2000 – 2999 hours of work and completion of 144 total hours of off-the-job related IEP instruction	

Period 4	90% of journey level hourly rate
3000 – 3999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	
Journey Level	100% of journey level hourly rate
4000 hours of work and completion of all off-the-job related IEP instruction	

**Building Construction for the following areas; Adair, Audrain, Bollinger, Boone, Butler, Callaway, Camden, Cape Girardeau, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Linn, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Francois, Ste. Genevieve, Stoddard, Sullivan, Texas, Washington and Wayne counties.**

Period 1	75% of journey level hourly rate
1 – 999 hours of work	
Period 2	85% of journey level hourly rate
1000 – 1999 hours of work and completion of 72 total hours of off-the-job related IEP instruction	
Period 3	90% of journey level hourly rate
2000 – 2999 hours of work and completion of 144 total hours of off-the-job related IEP instruction	
Period 4	95% of journey level hourly rate
3000 – 3999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	
Journey Level	100% of journey level hourly rate
4000 hours of work and completion of all off-the-job related IEP instruction	

Employers shall make full payment of all fringe benefit contributions provided for in this Agreement for each hour worked by Apprentices in their employ.

Applications for apprenticeship will be accepted on Tuesdays, Wednesdays or Thursdays between the hours of 9:00 a.m. and 3:00 p.m. at the Apprenticeship office of the Construction Laborers & Contractors Training Fund of Eastern Missouri (High Hill, MO). Receiving of applications shall be stopped by the Committee whenever it determines that sufficient apprentices are enrolled in the program to meet anticipated worker requirements, or it finds that excessive numbers of apprentices already in the program are unemployed. The Committee will resume receiving applications when, in the opinion of the Committee, the condition or conditions warranting the cessation of receiving applications no longer exists.

Employers shall be allowed: one (1) apprentice when employing three (3) or more journey level laborers; two (2) apprentices when employing ten (10) or more journey level

laborers; three (3) apprentices when employing fifteen (15) or more journey level laborers; four (4) apprentices when employing twenty (20) or more journey level laborers. Employers employing more than twenty (20) journey level laborers shall be entitled to employ one (1) additional apprentice for each additional five (5) journey level laborers employed.

The ratio of apprentices to journeymen shall apply company-wide for each employer. The application of the ratio company-wide shall not restrict the utilization of apprentices on individual jobsite or project sites as long as the employer complies with the restriction contained in the above paragraph.

In the event a specific project warrants additional manpower requirements above the ability of the Local Union to provide workmen, the above apprentice to journey level worker ratios may be waived by the Missouri and Kansas Laborers' District Council.

In the event of temporary reduction of workforce, the Employer shall reduce the number of apprentices in accordance with the above and promptly notify the Committee of the name of the apprentice. Apprentices so temporarily laid off will have their names placed in a pool and will be available for employment by Employers desiring to employ apprentices during times that the Committee is not accepting new applications for apprentices.

Apprentices shall work at all times under the supervision of a competent and qualified journey level laborer employed by the same Employer.

Apprentices shall be subject to the same working conditions as the Employer's Journey Level Laborers. However, it is expressly agreed and understood that Employers shall assign Apprentices to different job tasks so as to allow them to become adept at a variety of operations and work skills.

Should any provision of this Article be contrary to or in violation of any applicable existing law or statute hereafter promulgated, then in that event such provision shall be void and of no force and effect, but all other provisions of this Article shall continue in full force and effect.

Any contractor delinquent in reports or contributions to any Laborers' Benefit Fund will be ineligible to employ any additional apprentices.

It is hereby agreed and understood that any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Level Laborer under this Agreement. Further, the failure of any Apprentice to maintain his or her Apprenticeship status shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Union agrees to indemnify and hold the employer harmless from any liability or claims arising from the discharging of such employee at the request of the Union.

## **ARTICLE 17**

### **Substance Abuse**

**Section 17.01** In order to promote a safer working environment, the Trustees of LECET have adopted a drug and alcohol testing program (the "Laborers' Program" which is governed by the St. Louis Construction Industry Substance Abuse Consortium Policy), which is available free of charge to all employees covered by this Agreement. All employees, as a condition of employment shall satisfy the good standing requirements of the Laborers' Program, as it exists on September 1, 2010, and as it may thereafter be changed with the approval of the parties to this Agreement.

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

To pay for this Program, the Employer will pay \$.03 per hour additional LECET contribution to be kept and accounted for separately and shall only be used for the payment of costs directly related to the Laborers' Program. A committee consisting of two representatives from SITE Improvement Association, two representatives from the Associated General Contractors of St. Louis, and two representatives of the Missouri and Kansas Laborers District Council shall meet annually during the month of February to review the costs of this program. This Committee shall have the authority to either raise or lower such contribution rate. However, such contribution shall not exceed four cents (\$.04) per hour. Any matters that may arise during the term of this agreement shall be referred to the committee previously referenced for its input and recommendation. Such recommendation shall be referred back to the respective associations and the Missouri and Kansas Laborers' District Council for further action.

The Employer may require employees to submit to testing for alcohol and/or illegal and controlled substances to the extent and in the manner required by applicable law, or by a project owner that differ from the agreed to and established program. The cost will be paid out of the separate LECET account.

## **ARTICLE 18**

### **OSHA**

**Section 18.01** In order to promote a safer working environment, each employee covered by this Agreement, as a condition of employment shall have completed the OSHA 10-hour construction and safety and health training course thirty (30) days after commencement of employment, provided that the employee had reasonable opportunity to do so at the Union's expense. A new hire may satisfy this requirement by applying to register in the Apprenticeship Program within the thirty (30) day period and completing the OSHA 10-hour course when offered in the Program. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the

foregoing safety training requirements, the Union agrees to defend, indemnify, and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

## **ARTICLE 19 Strikes / Lockouts**

**Section 19.01** Except as herein otherwise provided, employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

## **ARTICLE 20 Picket Lines**

**Section 20.01** It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform work in any instance where:

(a) The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trades Council of St. Louis, if so required, and

(b) The establishment thereof is not contrary to, or in violation of any law or this Agreement.

**Section 20.02** The Union shall not be held liable for violation of this provision by any of its members.

## **ARTICLE 21 Rights of Management**

**Section 21.01** The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any employee or in any manner contrary to the provisions of this Agreement or law.

## **ARTICLE 22 Adjustment of Disputes**

**Section 22.01** When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with established practice in the local area of the majority of Employers in the area signatory to this Agreement.

**Section 22.02** There shall be no stoppage of work because of a jurisdictional dispute.

**Section 22.03** During the term of this Agreement, the Union will not authorize, cause, induce support of, or condone any strike whether general or sympathetic, or any work stoppage, or slowdown of work or walkout by any of the employees covered hereunder, or the Union or any members of the Union, nor will the Union in any way support any action of employees in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

**Section 22.04** The Union further agrees that, should any employees or Union Agents engage in activities, without authority from the Union, the Union will:

- (a) Request them to immediately return to work;
- (b) Advise them that they are violating the Agreement with the Employer; and
- (c) Grant them no assistance.

## **ARTICLE 23**

### **Grievance Procedure and Arbitration**

**Section 23.01** All grievances, disputes or claims (hereinafter called "grievance") except jurisdictional disputes which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

**Step One:** The party raising the grievance is to first present it to the Union Representative and then by the Representative to the supervisor. If the dispute is not satisfactorily settled within one (1) working day at this level, it shall be referred to the second step.

**Step Two:** Any grievance not resolved at step one shall be reduced to writing. The Employer and the Union's Business Representative shall meet within five (5) days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Employer or his representative within five (5) working days thereafter.

**Step Three:** Arbitration: In the event the dispute is not settled within ten (10) days at step two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) days after the step two written reply, by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitrator representative; the other party shall immediately thereafter name an arbitrator representative. The Employer and the Union arbitration representative shall then seek to agree upon an impartial arbitrator. If within five (5) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and the Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt, representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; should he be unable to serve, a new

panel of five (5) shall be requested from FMCS.

**Section 23.02** The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expense of conducting the arbitration hearing, including the services of the impartial arbitrator, is to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

**Section 23.03** In cases where the arbitrator finds that an employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

**Section 23.04** If either the Employer or the Union, after any dispute has been settled or finally decided by arbitration, refuses to abide by or comply with such settlement or final decision of arbitration, then in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such settlement, or for the Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

**Section 23.05** No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an employee from presenting his individual grievance, as provided for and guaranteed by the Labor-Management Relations Act of 1947.

## **ARTICLE 24 Subcontracting**

**Section 24.01** The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job. Solely to preserve bargaining unit work and to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that when subcontracting on site construction work requiring laborers at jobsites covered by this Agreement, the Employer will comply with the applicable subcontracting clause contained in Appendix G – Subcontracting.

## **ARTICLE 25 Pre-Bid Conference / Market Recovery**

**Section 25.01** In areas where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Association, the parties agree to hold a pre-bid conference prior to bidding. Contractor's signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association and shall be made

two weeks before any bid date. The Association and contractor shall present its proposals for relief as contained in the "Market Recovery Term Sheet" (Appendix I of this agreement) to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

## **ARTICLE 26**

### **Terms of Agreement**

**Section 26.01** This Agreement covers the entire contract between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect or binding on the parties.

**Section 26.02** Should any provisions of this Agreement be contrary to or in violation of any applicable existing law or any statute hereafter promulgated, then in that event such provision shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and shall binding upon the parties.

**Section 26.03** Should Prevailing Wage Law be changed during the course of the Agreement, both parties will meet, discuss and attempt to address sections of the agreement impacted by such changes.

**Section 26.04** The Union agrees that if, at any time during the term of this Agreement (hereafter referred to as Agreement #1), it should enter into another Agreement (hereafter referred to as Agreement #2) with any other person, firm or corporation employing laborers on like work within the territorial boundaries of this Agreement containing provisions which differ from those herein set forth, then such more favorable provisions will be made immediately available to the Employers signatory to this Agreement.

**Section 26.05** It is understood and agreed that the Negotiating Agent, (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Union whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

**ARTICLE 27**  
**Effective Date and Termination**

**Section 27.01** This Agreement shall become effective as of March 1, 2024, and shall remain in full force and effect through the last day of May 2029. The Agreement shall be automatically renewed for additional periods of one (1) year each, from and after the termination of the original term of this Agreement, or any subsequent year for which this Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement or within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, the parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follows with respect thereto shall be no strike or stoppage of work.

The Employer agrees to execute a complete contract agreement incorporating these changes when prepared and presented for signature.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their hands this first day of March 2024.

**NEGOTIATING AGENTS**

SITE IMPROVEMENT ASSOCIATION



By \_\_\_\_\_  
Jeremy Bennett, Executive Director

Local Union #42, Local Union #110, Local Union #660, Local Union #662, Local Union #840, Local Union #955, Local Union #1104 all affiliated with the MISSOURI AND KANSAS LABORERS' DISTRICT COUNCIL, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



By \_\_\_\_\_  
Brandon Flinn, Business Manager

## **APPENDIX A**

### **Territorial Jurisdiction of Locals 42 and 110 within St. Louis City and County**

#### **Territorial Jurisdiction of Local 42:**

The jurisdiction of Local 42 shall be all of that on the north side of Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line, and the north side of Manchester to the Mississippi River on the east to the Missouri River on the west and north.

#### **Territorial Jurisdiction of Local 110:**

The jurisdiction of Local 110 shall be from the Mississippi River going west on Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line -- everything SOUTH of the above named streets including the SOUTH side of Arsenal, the WEST side of Ellendale and the SOUTH side of Manchester to the County Line; bounded by the Meramec River on the SOUTH and the County Line on the WEST; and the Counties of Jefferson and Washington, State of Missouri.

APPENDIX A – TERRITORIAL JURISDICTION

BY COUNTY

LOCAL	COUNTY	LOCAL	COUNTY
955	ADAIR	1104	PEMISCOT
955	AUDRAIN	1104	PERRY
1104	BOLLINGER	840	PHELPS
955	BOONE	660	PIKE
1104	BUTLER	840	PULASKI
662	CALLAWAY	955	PUTNAM
662	CAMDEN		
1104	CAPE GIRARDEAU	660	RALLS
1104	CARTER	955	RANDOLPH
955	CHARITON	1104	REYNOLDS
660	CLARK	1104	RIPLEY
662	COLE	955	SCHUYLER
955	COOPER	660	SCOTLAND
840	CRAWFORD	1104	SCOTT
840	DENT	840	SHANNON
1104	DUNKLIN	660	SHELBY
840	FRANKLIN	660	ST CHARLES
840	GASCONADE	1104	ST FRANCOIS
955	HOWARD	42	ST LOUIS CITY
840	HOWELL	110	ST LOUIS CITY
1104	IRON	42	ST LOUIS COUNTY
110	JEFFERSON	110	ST LOUIS COUNTY
660	KNOX	1104	STE GENEVIEVE
660	LEWIS	1104	STODDARD
660	LINCOLN	955	SULLIVAN
955	LINN	840	TEXAS
955	MACON	660	WARREN
1104	MADISON	110	WASHINGTON
840	MARIES	1104	WAYNE
660	MARION		
662	MILLER		
1104	MISSISSIPPI		
662	MONITEAU		
955	MONROE		
660	MONTGOMERY		
662	MORGAN		
1104	NEW MADRID		
840	OREGON		
840	OSAGE		

APPENDIX A – TERRITORIAL JURISDICTION  
BY COUNTY

LOCAL	COUNTY	LOCAL	COUNTY
42	ST LOUIS CITY	955	ADAIR
42	ST LOUIS COUNTY	955	AUDRAIN
110	JEFFERSON	955	BOONE
110	ST LOUIS CITY	955	CHARITON
110	ST LOUIS COUNTY	955	COOPER
110	WASHINGTON	955	HOWARD
660	CLARK	955	LINN
660	KNOX	955	MACON
660	LEWIS	955	MONROE
660	LINCOLN	955	PUTNAM
660	MARION	955	RANDOLPH
660	MONTGOMERY	955	SCHUYLER
660	PIKE	955	SULLIVAN
660	RALLS	1104	BOLLINGER
660	SCOTLAND	1104	BUTLER
660	SHELBY	1104	CAPE GIRARDEAU
660	ST CHARLES	1104	CARTER
660	WARREN	1104	DUNKLIN
662	CALLAWAY	1104	IRON
662	COLE	1104	MADISON
662	CAMDEN		
662	MILLER	1104	MISSISSIPPI
662	MONITEAU	1104	NEW MADRID
662	MORGAN		
840	OSAGE	1104	PEMISCOT
840	CRAWFORD	1104	PERRY
840	DENT	1104	REYNOLDS
840	FRANKLIN	1104	RIPLEY
840	GASCONADE	1104	SCOTT
840	HOWELL	1104	ST FRANCOIS
840	MARIES	1104	STE GENEVIEVE
840	OREGON	1104	STODDARD
840	PHELPS	1104	WAYNE
840	PULASKI		
840	SHANNON		
840	TEXAS		

## APPENDIX B

### Laborers Hiring Arrangement

**Section 1:** Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

It is agreed that the Employer and the Union will comply with all of the rules, regulations, and provisions of Executive Order No. 11246 established by the President of the United States on Equal Employment Opportunity effective October 24, 1965.

**Section 2:** The provisions of this section shall apply to **St. Louis City** and the Counties of **St. Louis, Jefferson** and **Washington**. Geographical jurisdiction of Local's 42 and 110.

**Notification-Referral for Employment:** The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of experienced workmen. In recognition of this service, and in order to maintain its efficiency, the Employer shall give definite consideration to the Local Union Office having territorial jurisdiction over the job site in the securing of qualified, experienced employees, especially as regards to the hiring of new and additional employees.

Employers may hire any member of the bargaining unit for work within the area limits of this Agreement. However, attempts shall be made to secure qualified employees from the Local Union Office having territorial jurisdiction over the job site for new, additional, or temporary employees, especially temporary employees for work during the summer months. The Employer shall have the right to request employees by name and these employees shall be dispatched by the Union Office. However, Employers shall not request employees by name exclusively.

No Employer shall loan out employees covered under this bargaining agreement (general foreman, foreman, laborers, etc.) to any out of town Employer performing work in the jurisdictional area covered by this Agreement without prior mutual agreement between the Business Representative of the Local Union and the Employer involved.

Provided an agreement has been reached between the Employer and the Local Union to employ out of town laborers on a project, such laborer will be required to register with the Local Union Office having territorial jurisdiction over the job site within 24 hours of being employed on the project.

Failure on the part of any Employer to give definite, positive consideration to the Local Union Office having territorial jurisdiction over the job site as regards the hiring of new and temporary employees (especially during the summer months) shall be considered a violation of this Agreement. If the Union alleges that an Employer has violated this Section then the Union shall issue a warning notice to the Employer and his Association (if any). If the Employer is guilty of any violation of these provisions after said warning, then the Union shall have the right to order

cessation of all Employer's work until such violation has been corrected.

**Section 3:** The provisions of this section shall apply to the counties of **Franklin, Lincoln, St. Charles and Warren**. Geographical jurisdiction of Local's 660 and 840.

**Section 3(1):** The Employers, recognizing that the Union operates and maintains the only centralized source of skilled manpower available to the construction industry within the State of Missouri and that the Union in order to properly represent the workmen, must be notified of all manpower needs of and employment opportunities with the Employers, both before the job begins and throughout its progress as follows:

- (a) Before starting work on any job the Employer shall invite representatives of all Unions involved to a pre-job conference either on the job site or at some other mutually agreed upon place. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classification and the Unions will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements.
- (b) Subject only to the rights of the contractor to employ and transfer men under Section 3.3(2) of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position on a job in progress, without first calling the Union office or representative and requesting a referral of applicants for the job or jobs available.

The Employer shall not request the referral of more than the number of available jobs. If he does so those men referred but not employed shall be reimbursed in the amount of four (4) hours' pay for the job they referred to do. The Union shall have forty-eight (48) hours to fill the Employer's request for men qualified to perform the work involved.

- (c) If the Union fails for any reason to refer applicants within the time required, the Employer may secure such workmen from any source available to him.
- (d) The Employer shall have the right to accept or reject for a good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained.
- (e) In any emergency situation, men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than the emergency exists, but in no case for more than twenty-four (24) hours.

**Section 3(2):** The Union, recognizing that the success and efficiency of every contractor organization in the construction industry depends in large measure on the availability to them of certain men who are skilled in the various crafts and classification, and who have known abilities to work in harmony and help organize an efficient crew, agree as follows:

- (a) Without regard for any of the limitations imposed by the preceding Section 3.3(1) of this Article, the Employer may bring in to any job employees who are members of any Local Union with jurisdiction in Eastern Missouri affiliated with Missouri and Kansas Laborers District Council up to one (1) man in the craft covered by this Agreement or ten percent (10%) of all the men employed on the job in such craft, whichever number is the greater, furthermore, the Union agrees to give due consideration to any Employer's request for additional men consistent with the purpose of this section.

- (b) The first workman on the job shall be a member of the Local with jurisdiction. The Employer may bring a member of the Local with jurisdiction as the first workman if presently and/or previously employed by the Employer. Previously employed shall mean employed by Employer for 500 hours over the past 6 months or 1200 hours over the past 12 months.
- (c) The employer shall be given credit towards the requirements of Section 3.3(2)(a) for members of the Local having jurisdiction on the subject job who are presently and/or previously employed by the Employer in St. Louis City or St. Louis County; and therefore be allowed to bring to the job employees (laborers) who are members of the Local Union's whose jurisdiction is St. Louis City or St. Louis County and affiliated with Missouri and Kansas Laborers District Council. Previously employed shall mean employed by Employer for 500 hours over the past 6 months or 1200 hours over the past 12 months.
- (d) On projects or jobs of seven (7) calendar days or less, employer shall be permitted to bring to the job up to three (3) employees who are members of any Local Union with jurisdiction in Eastern Missouri and affiliated with Missouri and Kansas Laborers District Council. These employees must also be presently employed and have been so employed with employer for 750 hours over the past 6 months.

**Section 3(3):** Should any contractor refuse to request referrals of men as provided hereinabove, then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding. However, if the Employer is a member of SITE Improvement Association, the Union shall contact and discuss the issue before taking such strike action.

**Section 4:** The provisions of this section shall apply on Site, Building and Heavy work in the counties of; **Adair, Audrain, Bollinger, Boone, Butler, Callaway, Camden, Cape Girardeau, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Gasconade, Howard, Howell, Iron, Knox, Lewis, Linn, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Montgomery, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Francois, Ste. Genevieve, Stoddard, Sullivan, Texas, and Wayne.** Geographical jurisdiction of Local's 660, 662, 840, 955 and 1104.

**Section 4(1):** The Employers, recognizing that the Union operates and maintains the only centralized source of skilled manpower available to the construction industry within the State of Missouri and that the Union in order to properly represent the workmen, must be notified of all manpower needs of and employment opportunities with the Employers, both before the job begins and throughout its progress as follows:

- (a) Before starting work on any job the Employer shall invite representatives of all Unions involved to a pre-job conference either on the job site or at some other mutually agreed upon place. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classification and the Unions will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements.
- (b) Subject only to the rights of the contractor to employ and transfer men under Section 3.3(2)

of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position on a job in progress, without first calling the Union office or representative and requesting a referral of applicants for the job or jobs available.

The Employer shall not request the referral of more than the number of available jobs. If he does so those men referred but not employed shall be reimbursed in the amount of four (4) hours' pay for the job they referred to do. The Union shall have forty-eight (48) hours to fill the Employer's request for men qualified to perform the work involved.

- (c) If the Union fails for any reason to refer applicants within the time required, the Employer may secure such workmen from any source available to him.
- (d) The Employer shall have the right to accept or reject for a good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained.
- (e) In any emergency situation, men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than the emergency exists, but in no case for more than twenty-four (24) hours.

**Section 4(2):** The Union, recognizing that the success and efficiency of every contractor organization in the construction industry depends in large measure on the availability to them of certain men who are skilled in the various crafts and classification, and who have known abilities to work in harmony and help organize an efficient crew, agree as follows:

- (a) Without regard for any of the limitations imposed by the preceding Section 3.4(1) of this Article, the Employer may bring in to any job employees who are members of any Local Union with jurisdiction in Eastern Missouri affiliated with Missouri and Kansas Laborers District Council up to one (1) man in the craft covered by this Agreement or twenty-five percent (25%) of all the men employed on the job in such craft, whichever number is the greater, furthermore, the Union agrees to give due consideration to any Employer's request for additional men consistent with the purpose of this section.
- (b) The first workman on the job shall be a member of the Local with jurisdiction. The Employer may bring a member of the Local with jurisdiction as the first workman if presently and/or previously employed by the Employer. Previously employed shall mean employed by Employer for 500 hours over the past 6 months or 1200 hours over the past 12 months.
- (c) On projects or jobs of seven (7) calendar days or less, employer shall be permitted to bring to the job up to three (3) employees who are members of any Local Union with jurisdiction in Eastern Missouri and affiliated with Missouri and Kansas Laborers District Council. These employees must also be presently employed and have been so employed with employer for 750 hours over the past 6 months.

**Section 4(3):** Should any contractor refuse to request referrals of men as provided hereinabove, then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding. However, if the Employer is a member of SITE Improvement Association, the Union shall contact and discuss the issue before taking such strike

action.

**Section 5:** The provisions of this section shall apply on Highway work in the counties of; **Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Gasconade, Howard, Howell, Iron, Knox, Lewis, Linn, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Francois, Ste. Genevieve, Stoddard, Sullivan, Texas, and Wayne.** Geographical jurisdiction of Local's 660, 662, 840, 955 and 1104.

**Section 5(1):** The Employers, recognizing that the Union operates and maintains the only centralized source of skilled manpower available to the construction industry within the State of Missouri and that the Union in order to properly represent the workmen, must be notified of all manpower needs of and employment opportunities with the Employers, both before the job begins and throughout its progress as follows:

- (a) Before starting work on any job the Employer shall invite representatives of all Unions involved to a pre-job conference either on the job site or at some other mutually agreed upon place. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classification and the Unions will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements.
- (b) Subject only to the rights of the contractor to employ and transfer men under Section 3.3(2) of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position on a job in progress, without first calling the Union office or representative and requesting a referral of applicants for the job or jobs available.

The Employer shall not request the referral of more than the number of available jobs. If he does so those men referred but not employed shall be reimbursed in the amount of four (4) hours' pay for the job they referred to do. The Union shall have forty-eight (48) hours to fill the Employer's request for men qualified to perform the work involved.

- (c) If the Union fails for any reason to refer applicants within the time required, the Employer may secure such workmen from any source available to him.
- (d) The Employer shall have the right to accept or reject for a good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained.
- (e) In any emergency situation, men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than the emergency exists, but in no case for more than twenty-four (24) hours.

**Section 5(2):** The Union, recognizing that the success and efficiency of every contractor organization in the construction industry depends in large measure on the availability to them of certain men who are skilled in the various crafts and classification, and who have known abilities to work in harmony and help organize an efficient crew, agree as follows:

- (a) Without regard for any of the limitations imposed by the preceding Section 3.5(1) of this Article, the first (1st) and third (3rd) laborer employed by the Employer on the job shall be from the Local Union having jurisdiction on the job. The second (2nd) laborer employed and fifty percent (50%) of the remaining work force may be brought by the Employer to the job employees who are members of any Local Union with jurisdiction in Eastern Missouri affiliated with Missouri and Kansas Laborers District Council. Furthermore, the Unions agree to give due consideration to any Employer's request for the first workman or additional laborers consistent with the purpose of this Section.
- (b) The first workman on the job shall be a member of the Local with jurisdiction. The Employer may bring a member of the Local with jurisdiction as the first workman if presently and/or previously employed by the Employer. Previously employed shall mean employed by Employer for 500 hours over the past 6 months or 1200 hours over the past 12 months.
- (c) On projects or jobs of seven (7) calendar days or less, employer shall be permitted to bring to the job up to three (3) employees who are members of any Local Union with jurisdiction in Eastern Missouri and affiliated with Missouri and Kansas Laborers District Council. These employees must also be presently employed and have been so employed with employer for 750 hours over the past 6 months.

**Section 5(3):** Should any contractor refuse to request referrals of men as provided hereinabove, and then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding. However, if the Employer is a member of SITE Improvement Association, the Union shall contact and discuss the issue before taking such strike action.

## APPENDIX D

### Miscellaneous Rates

**Foreman Rate:** Fifty cents (\$.50) per hour above applicable basic rate.

**General Foreman Rate:** One dollar and forty cents (\$1.40) per hour above the applicable basic rate.

**Dynamiter Or Powderman Rate:** Fifty cents (\$.50) per hour above applicable basic rate.

**Pier Hole Rate:** Twenty-five cents (\$.25) per hour above applicable basic rate (work inside or at bottom of drilled pier holes with minimum depth of six (6) feet from where drilling begins).

**Compressed Air and Caisson Rate:** Wages and conditions will be negotiated before a job starts.

**Creosote Materials Rate:** Workmen handling creosote materials shall receive twenty-five cents (\$.25) per hour above applicable basic rate.

**Stack Rate:** When working on smokestack work (smokestacks on separate foundations) the following rate shall apply:

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

**Hazardous Waste Rate:** While performing hazardous waste removal, as defined by law, laborer(s) working in the same crew as another craft receiving premium pay shall receive the same premium as the other craft, provided that the laborer can provide proof of certified training.

**Free Air Tunnels and Shafts:** Laborers wage rate per hour for all work in tunnel and shafts leading to tunnel (except the powderman) will be twenty-five cents (\$.25) per hour above the basic wage rate.

The powderman will receive a rate of fifty cents (\$.50) per hour over the wage rate paid the tunnel laborer.

Hours of work will commence at the heading and will end at the heading except when the distance from top of shaft to heading exceeds 3,500 feet. If distance from top of shaft to heading exceeds 3,500 feet, a travel allowance of one-half (1/2) hour's pay per shift (at straight time) will be allowed, but the crews shall change at the heading.

This applies to jobs which are primarily tunnel projects and would not apply to tunnels incidental to open cut sewer installations or highway drainage projects, unless these tunnels are worked on a shift basis.

**Furniture Handling and Finish Cleaning (ON PRIVATE WORK ONLY):  
St. Louis City, St. Louis, Jefferson, Washington, St. Charles, Lincoln, Montgomery and Warren Counties**

The basic hourly rate for the classifications defined below shall be \$4.00 less than the building General Laborer's basic rate. The fringe benefits shall be the same as building General Laborers rate.

Furniture Handling: The words "furniture handling" is hereby defined to include unloading, placing, moving, assembling, and cleaning.

Finish Cleaning: The words "finish cleaning" are hereby defined to include mopping, waxing, and vacuuming. Cleaning of windows, fixtures, walls, and furniture. Finish cleaning does not include construction debris.

## APPENDIX E

### Additional Hours of Work Rules Applicable to Listed Rural Counties

These additional hours of work rules apply to all counties except; St. Louis City and the counties of St. Louis, St. Charles, Jefferson, Franklin and Washington.

**Saturday makeup day on 5-8's:** When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

**Old Work/Old Pay:** This shall apply on public works projects:

A. Rates of wages and fringe benefits as set forth in this agreement in effect on the date an Employer signatory to this agreement bids on a project covered thereby shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twenty-four (24) months from the bid date. On the second anniversary of the project, if the project continues, the wages and fringes will be increased by an amount equal to the effective wage and fringe increases in the first year after the date of the original bid letting. The same procedure shall apply on the third anniversary of the date of the bid letting and on all subsequent anniversaries.

B. Health and Welfare benefits on all projects shall be the current effective rate regardless of the project bid date. The Employer shall cover the cost of any increase in health and welfare benefits during the duration of the project. This increase shall have a \$.50 cap.

**Projects That Cannot Be Performed During Regular Workday:** On Highway/Heavy work, if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$0.50 per hour for the first eight hours worked or ten hours worked under a 4 10 schedule. Any hours worked in excess of eight hours or ten hours worked under a 4 10 schedule, shall be paid at the applicable overtime rate plus the \$0.50 per hour premium. The overtime rate shall be computed after the \$0.50 premium has been added to the hourly wage rate. However, should a contractor employ another trade on a project outside the normal workday and such other trade is receiving a higher premium, the laborers on such project shall receive the higher premium. All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

## APPENDIX F

### Definitions of Type of Work and Classification of Labor

#### Type of Work

**Building Construction:** The words "Building Construction" is hereby defined to include building structures, including modifications thereof or additions or repair thereto. Building construction shall include the demolition of, and foundations for, building construction. Actual excavation for building basements, footing or foundations and backfilling of building basements, footings or foundations shall be considered building construction.

**Heavy and Site Improvement Construction:** The words "Heavy and Site Improvement Construction", when used in this Agreement, means grading, clearing and utilities for building construction projects, (but excepting actual excavation for the building basement or footings and backfilling of the basement or footing); railroad construction including grading and track laying; bridges, retaining walls and culverts, canals, drainage projects, levees, sidewalks, parking lots, dams, pavements of all classes; water mains including laying and caulking, and public utilities, and public utility projects, and other work of like character, not including, however, the actual erection of buildings.

**Highway Construction:** The words "Highway Construction" when used in this Agreement, means excavating, grading and constructing highways, both public and private, including roads, viaducts, streets, and alleys.

**Residential Construction:** The words "Home Building" or "Residential" construction shall be defined as:

- (1) The building or construction of housing designed for occupancy as single family residences, and
- (2) Two (2) or more units on adjoining lots, or on lots designated and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, groups of dwellings or row housing, limited to four stories in height exclusive of the basement, and
- (3) Excavating and grading for foundation construction, and driveway and sidewalk paving, for the home only, and
- (4) Construction of any other dwelling, deemed to be a single-family residence under the provisions of Missouri law, and
- (5) Residential Construction does not cover Site development and/or improvement work with the exception of work for the home only.

**St. Louis City and St. Louis County only:**

**Site Improvement Work:** Site Improvement is hereby defined to include soil examination, excavating, grading and constructing of private sewers, sidewalks, roads, streets, and alleys and other work of like character, not including, however, the actual erection of buildings or building construction.

**Total Wrecking Work:** When engaged in the wrecking of building or structures in their entirety, including buildings having one or more party walls which remain as enclosure of adjoining buildings (regardless of common ownership or use) and regardless of salvage of materials from such wrecking, except those temporary ones built and used by contractors during construction of a new building.

**Classification of Labor**

**General Laborer** (Building, Heavy, Site Improvement Construction, Highway, Residential):

All jurisdiction of work set out in this agreement not specifically reserved to any classification as follows.

**General Laborer** (Site Improvement Work St. Louis City and County):

Site Improvement is hereby defined to include soil examination, excavating, grading, and constructing of private sewers, sidewalks, roads, streets, and alleys and other work of like character, not including, however, the actual erection of buildings or building construction. It is agreed that the basic hourly rate of wages for all employment of General Laborers in the unit, when employees are engaged in site improvement activities, and/or site improvement activities in conjunction with building construction (building construction to include residential construction more than four (4) stories in height).

**1<sup>st</sup> Semi-Skilled Laborer:**

Hod Carriers / Mason Tenders

**2<sup>nd</sup> Semi-Skilled Laborer:**

Abatement Workers, Plasterer Tenders, Nuclear Hazardous Trained Laborers Working in Hot Zone.

**Residential Laborer:**

General Laborer

**Residential Laborer Helper** (St. Louis City, St. Louis, and St. Charles Counties):

All residential work except excavating, footings, foundations, concrete flatwork, sewers, curbs, gutters, streets, plumber laborers work and brick mason tenders. (i.e. General cleanup).

## APPENDIX G

### Subcontracting

**Section 1.01** This section shall apply to St. Louis City and St. Louis, Jefferson, and Washington counties. The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job.

Nothing in this Section shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, he may perform with his own employees or may subcontract to others.

Solely to preserve bargaining unit work and to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that when subcontracting on site construction work requiring laborers at jobsites covered by this Agreement, the Employer will obtain the written agreement of the subcontractor: (1) That the subcontractor will pay to or provide for employees performing such subcontracted work on such jobsites wages and fringe benefits in an aggregate dollar cost no less than the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this Agreement or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area, to the end that the total labor cost of the subcontractor for such work is no less than the total labor cost of an Employer performing such work under this or another Agreement with the Union. For purposes of the preceding sentence, the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this or another Agreement with the Union shall include any payments required by Articles 6 through 9, and 14 through 16 of this Agreement, or similar provisions of such other Agreement; but a subcontractor shall not be required to agree to be bound in any other respect to the provisions listed and referred to above. (2) That the subcontractor will, on the Union's request, promptly furnish or make available to the Union copies of such payroll and other records as are necessary to verify the subcontractor's compliance with the foregoing agreement regarding wages and fringes and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractor's payroll records as necessary to verify compliance, the cost of such audit shall be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error, or clerical mistake. (3) That the subcontractor shall be directly liable to the Union for any violation of the subcontractor's agreement and that the Union's rights may be enforced by a suit for appropriate equitable and monetary relief including interest, a reasonable attorney's fee and costs of suit. Provided the Employer has obtained the foregoing agreements from a subcontractor, the Union shall pursue enforcement of such agreements directly against the subcontractor, and shall assert no claim or demand against the Employer with respect to the subcontractor's performance or non-performance of such agreements. On each occasion when the Employer subcontracts on site construction work requiring laborers at jobsites covered by this Agreement, the Employer will promptly notify the Union of the project name and location and the identity of the subcontractor and will provide the Union with a copy of the subcontractor's written agreements required by this paragraph. An Employer may comply with the obligations of this paragraph by using the form attached as "Appendix H" to this Agreement to obtain the required agreements from subcontractors, but use of such form shall not be required for compliance. None of the

obligations imposed on the Employer by this paragraph shall apply to subcontracting of work to a subcontractor whose employees performing such work are covered by a collective bargaining agreement between the subcontractor and any construction-related union affiliated with the AFL-CIO, so long as such collective bargaining agreement remains in effect.

**Section 1.02** This section shall apply in all counties not listed in Section 1.01 of this Appendix G – Subcontracting.

(a) The Employer shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

(b) The Employers agree that whenever any work covered by this Agreement is subcontracted it shall be subcontracted only to subcontractors whose employees enjoy wages, hours, and other conditions of employment equal to those contained in this Agreement. It is further understood that this paragraph shall be and become a part of the specifications on any work, which an Employer shall let in any manner to a subcontractor. A subcontractor is a contractor who performs work at the site of the project.

(c) The Union recognizes that there may be instances when union subcontractors may not be available for certain subcontracts. In such instances, the employer will notify the Union in a timely manner (minimum 2 weeks) prior to the bid or award of the subcontract, and the Union will endeavor to locate union subcontractors to bid for the work. If the employer and the union are unable to locate such subcontractors, it is understood and agreed that the employer will be relieved of paragraph (b) above for such subcontracts.

## APPENDIX H

### SUPPLEMENTAL JOB LABOR STANDARDS AGREEMENT

Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Date of Subcontract: \_\_\_\_\_

\_\_\_\_\_ (contractor) and  
\_\_\_\_\_ (subcontractor) hereby contract and  
agrees as follows:

1. That, in compliance with Article 5 of the collective bargaining agreement (the "Agreement") in effect between the contractor and the Missouri and Kansas Laborers' District Council and its affiliated local unions (hereinafter referred to jointly as the "Union"), the subcontractor will on this project, as to all on-site construction work requiring laborers, pay to or provide for its employees performing such subcontracted work wages and fringe benefits in an aggregate dollar cost no less than the aggregate dollar cost of wages and fringe benefits which the contractor would be required to pay or provide under its Agreement with the Union, or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area so that the total labor cost of the subcontractor for this work is no less than the total labor cost of an Employer performing such work under such agreements with the Union.

2. For purposes of this subcontract agreement, the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this or another agreement with the Union shall include any payments required by Articles 6 through 9, and 14 through 16 of the Union's contract with the contractor or similar provisions of such other agreement, provided that the subcontractor shall not be required to agree to be bound in any other respect to the provisions listed and referred to above.

3. The subcontractor will, on the Union's request, promptly furnish or make available to the Union copies of such payroll and other records as necessary to verify the subcontractor's compliance with the foregoing Agreement regarding wages and fringe benefits and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractors payroll records as necessary to verify compliance, the cost of such audit to be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error or clerical mistake.

4. The subcontractor shall be directly liable to the Union for any violation of this subcontract agreement and the Union may enforce its rights under this subcontract agreement directly against the subcontractor by a suit for appropriate equitable and monetary relief including interest, a reasonable attorneys' fee and the costs of suit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBCONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Appendix I**

Missouri and Kansas Laborers' District Council  
Site Improvement Association

### **Market Recovery Term Sheet**

- All work performed over 10 hours per day and 40 hours per week deemed overtime and paid at time and one half (1 ½).
- Makeup day on Saturday when working 5 eight-hour day schedule. When unable to work due to inclement weather.
- Old work old pay. (basic wage rate and pension) Welfare to be current rate.
- Modified subcontractor clause.
- Conform to Prevailing Wage Law holiday schedule on public projects.
- Additional flexible Laborers hiring procedures where applicable.
- Wage concession discussion on prevailing wage projects if prevailing wage rate is lower than contract rate.