

LABORERS
JUNE 1 MAY 31
2024 - 2029

**STATE HIGHWAYS AND
LARGE MUNICIPAL ROADS**

AGREEMENT

Between

**BITUMINOUS PAVING CONTRACTORS
OF GREATER ST. LOUIS
PAVING CONTRACTORS ASSOCIATION**

and

LOCALS NO. 42, 110, 660 AND 840

affiliated with

**MISSOURI and KANSAS LABORERS'
DISTRICT COUNCIL**

and

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA**

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AGREEMENT

This Agreement, made and entered into, effective the first day of June, 2024, by and between the Bituminous Paving Contractors of Greater St. Louis Paving Contractors Association, for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as the Employer and Locals Nos. 42, 110,660 and 840, and the Missouri and Kansas Laborers' District Council, affiliated with the Laborers' International Union of North America, hereinafter referred to as the Union.

This agreement shall be known as the State Highways and Large Municipal Roads Agreement and covers all work contracted with the State Highway and Transportation Department and municipal road work of five thousand (5,000) tons or more.

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

ARTICLE 1 **Recognition - Right to Hire** **Referral for Employment/Laborer Standards** **Job Labor Standards** **Substance Abuse**

Section 1.01. Recognition-Right to Hire: The Employer recognizes the Union as the sole collective bargaining agency, with respect to wages, hours, and other conditions of employment in the unit consisting of Laborers who are employed by the Employer on its construction work located in the City and County of St. Louis, State of Missouri and as otherwise specified herein. Reference to employees in this Agreement shall mean employees of the unit above described.

Section 1.02. The Employer reserves and shall have the right to accept or reject to employ or not to employ any persons furnished by the Union, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

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

No employee shall be required as a condition of employment to use his personal vehicle in the performance of his duties.

Section 1.03. The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances.

Section 1.04. Referral for Employment/Labor Standards: 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 or 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 to 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 1.05. Job Labor Standards: 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 Article 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 protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that he will not subcontract on-site construction work requiring laborers for work covered hereunder except to subcontractors who agree in writing to pay to, provide for, their employees so engaged, wages and fringe benefits no less than those specified in this Agreement including (a) straight time hourly wage rates, (b) premium rates, (c) overtime rates, and (d) welfare, pension, or other fringe benefit contributions and other working conditions of this Agreement.

Section 1.06 Substance Abuse: The Employer may require employees to submit to testing for alcohol and/or controlled substances to the extent and in the manner required by applicable law or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

ARTICLE 2
Area Limit

Section 2.01. This Agreement shall apply only to work of the Employer on construction sites located in the City or County of St. Louis, Franklin and Jefferson Counties, Missouri, or as otherwise specified herein.

Section 2.02. The Union agrees that any Employer who is a party to this Agreement shall have the privilege, and shall operate under the existing labor agreements, or extensions thereof, which exist between the Missouri and Kansas Laborers' District Council and other Employers covering construction work in the territorial jurisdiction of the Council, other than St. Louis and St. Louis County, Franklin and Jefferson Counties, Missouri, provided they accept and sign such agreements.

ARTICLE 3
Intent and Purpose

Section 3.01. 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 3.02. 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 4
Union Security

Section 4.01. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

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.

Section 4.02. The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified

employee, and if the Union requests (in writing) the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union. All such requests by the Union for discharge of any employee shall be written.

Section 4.03. Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner as to provide for other types of or provisions relating to Union Security, then in such event this Agreement shall automatically amend as of the effective date of such amendment of the Act to embody such changed provisions relating to Union Security as requested by either the Employer or the Union.

Section 4.04. 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.

ARTICLE 5 Wages - Working Rules

Section 5.01. It is expressly agreed and understood that the wages and working rules of this Agreement shall apply only to work of the Employer known as asphalt paving work covered by this Agreement.

Section 5.02. Basic Hourly Rate: It is agreed that the basic hourly rate of wages and fringe benefits for all employment of all employees in the unit, when employees are engaged in asphalt paving work covered by this Agreement shall be:

PAID AS STATED ON THE WAGE SHEETS AT END OF AGREEMENT. FRINGE BENEFITS WILL BE PAID TO THE APPROPRIATE FUNDS AS DESCRIBED IN THIS AGREEMENT, AND WILL NOT BE ALLOCATED IN ANY OTHER WAY.

On Public Work Projects if a prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the rate published or the total rate established by this agreement contained in the attached wage sheets, whichever is greater. If a published prevailing wage rate is to be utilized the basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

On Public Work Projects if no prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the total rate established by this agreement contained in the attached wage sheets. The basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

"Public Work Project" are construction projects, such as roads, highways, bridges, dams, schools and buildings that are built and paid for in whole or part by a government entity for the benefit and or use of the general public.

Section 5.03. The Union shall have the alternative to convert any of the cents per hour wage increases provided for in this Agreement from straight wages to additional cents per hour contributions to Welfare, Pension, Training, LECET or Vacation. If any such conversion occurs, the cents per hour straight time hourly rates listed will simultaneously be reduced in the same amounts. If the Union desires to convert any of the wage increases to fringe benefits or to additional vacation stamp amounts in this manner, it will serve written notice to the Employer at

least 60 days prior to the effective date of any annual wage installment due.

Section 5.04. Apprenticeship: 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.

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:

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	

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 Laborers-AGC Training Center (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.

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 General 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.

Section 5.05A. Welfare – St. Louis City, St. Louis County, and Jefferson County: In addition to the per hour wage rates, the Employer will contribute the amount indicated in the attached wage sheet at per hour for each actual hour worked by each employee covered by this Agreement to the Greater St. Louis Construction Laborers' Welfare Trust Fund.

Section 5.05B. Welfare – Franklin County, St Charles, Lincoln, Warren and Montgomery: In addition to the per hour wage rates, the Employer will contribute the amount indicated in the attached wage sheet at per hour for each actual hour worked by each employee covered by this Agreement to the Construction Industry Laborers' Welfare Fund.

Section 5.06A. Pension – St. Louis City, St. Louis County, and Jefferson County: In addition to the per hour wage rates and the contributions to the Greater St. Louis Construction Laborers' Welfare Fund, the Employer shall contribute the amount indicated in the attached wage sheet at to the Construction Laborers' Pension Trust of Greater SL Louis, for each actual hour worked by employees covered under this Agreement.

Section 5.06B. Pension – Franklin County, St Charles, Lincoln, Warren and Montgomery: In addition to the per hour wage rates and the contributions to the Construction Industry Laborers' Welfare Fund, the Employer shall contribute the amount indicated in the attached wage sheet at to the Construction Industry Laborers' Pension Fund, for each actual

hour worked by employees covered under this agreement.

Section 5.07. Training and Apprentices: In addition to the per hour wage rate, the Employer shall contribute the amount indicated in the attached wage sheet at 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 5.07A. LECET: The Employer who accepts and signs this Agreement also agrees that the Trust Agreement of the Eastern Missouri Laborers' District Council Laborers-Employer Cooperation and Education Trust is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in the Trust.

Section 5.08. Supplemental Dues: The Employer shall deduct and withhold from wages of all employees covered by this Agreement, supplemental dues in an amount equal to three and one-half percent (3 1/2%) of the gross wage (straight time and overtime).

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 5.09. Funds: Employers who accept and sign this Agreement also agree to be bound by the Agreement and Declaration of Trust creating the Greater St. Louis Construction Laborers' Welfare Trust Fund, by the Agreement and Declaration of Trust creating the Construction Industry Laborers' Welfare Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater SL Louis, by the Trust Indenture creating the Construction Industry Laborers' Pension Fund, by the amended Agreement and Declaration of Trust creating the AGC-Eastern Missouri Laborers' Joint Training Fund, by the 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 5.10. Reporting and Delinquent Contributions: Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Industry Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers' Pension Trust of Greater St. Louis (hereinafter called "Pension"), Construction Industry Laborers' Pension Fund (hereinafter called "Pension"), SITE Advancement Fund (hereinafter called "Fund"), Construction Laborers & Contractors Training Fund of Eastern Missouri (hereinafter called "Training"), Laborers' International Union of North America Local No. 42-110 Supplemental Dues Fund (hereinafter called "Supplemental Dues"), and Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereinafter called "LECET"), Construction Industry Laborers Supplemental Medicare and Retiree Targeted (SMART) Fund (hereinafter "SMART Fund") 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, PensionFund, SMART Fund, Training, 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 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. Further, when there are delinquent contributions due, the Union, notwithstanding any other provisions in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, PensionFund, SMART Fund, Training, 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 5.11. Audits and Suits to Collect Contributions: The Employer agrees that Welfare, Pension Fund, SMART Fund, Training, Supplemental Dues and LECET Funds, 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, PensionFund, SMART Fund, Training, 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, PensionFund, SMART Fund, Training, 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 per annum 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 the 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 5.12. Site Advancement Fund: In addition to the per hour wage rate, the Employer will contribute (see below) for each actual hour worked by each employee covered by this Agreement to the SITE Advancement Fund.

St. Louis City, County and Jefferson County: \$.20per hour

Franklin County: \$.15per hour

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 apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

Section 5.13. 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 = \$20,000
6 to 10 laborers = \$30,000
11 to 20 laborers = \$40,000
Over 20 laborers = \$50,000

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 5.03 through 5.08 on a weekly basis. The Union shall advise the General Contractor that these payments have been made and credited to the appropriate funds.

Section 5.14. Insurance: The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section.

Section 5.15. Workday: Eight (8) hours between 8:00 a.m. and 4:30 p.m. shall constitute a regular working day with a lunch period of one-half (1/2) hour duration, starting between the hours of 11:00 a.m. and 1:00 p.m. to begin at such time as designated by the Employer. A regular work week shall begin on Monday and end on Friday.

The employees shall perform all jobs as directed by the Employer, regardless of craft jurisdiction. The Employer shall not require any employee to perform work that the employee is not capable of performing. Any dispute involving this matter shall be resolved between the Union and the Employer.

ABILITY TO WORK FOUR TEN 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 reasons as stated in Section 5.29. 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 reasons stated in Section 5.29.

If, after starting work, the Employer elects not to continue due to inclement weather or 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.

If a crew of another trade of the Employer working on such job is receiving overtime pay, then Laborer will receive applicable overtime pay.

Section 5.16. Adjustable Starting Time: The starting time of the workday can be adjusted from between 6:00 a.m. and 9:00 a.m. so long as the Employer's job work force similarly adjusts its starting time. This provision applies to the Employer's job work force on a job-by-job basis but is not intended to preclude the Employer from starting a portion of his work force at a time differing from the balance of the work force if allowed by Collective Bargaining Agreement.

Where, in any locality, existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting may, with the mutual consent of the individual Employer and the Local Union, be earlier or later without requiring payment of overtime rates by reason of the changed starting time. In that event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent.

Section 5.17. Overtime: Time and one-half (1 1/2) shall be paid for all overtime work performed on any regular workday and for all work performed on Saturday. Work in excess of eight (8) hours on any day of the regular work week shall be paid at the overtime rate. Work performed on Sundays or holidays shall be paid at double the regular rate.

Section 5.18. Holidays: Double time shall be paid for all work performed on Sunday and on the following holidays, namely: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. When a holiday occurs on Saturday, it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a holiday occurs on Sunday it shall be observed on the

following Monday.

Section 5.19. Foreman Rate: Fifty cents (\$.50) per hour above applicable basic rate.

Section 5.20. General Foreman Rate: One Dollar and Forty cents (\$1.40) per hour above applicable basic rate.

(When Employer determines that a foreman is required to direct the work of other foremen, he shall be designated as a General Foreman. Designation as General Foreman shall not relieve employee of his duties as a foreman.)

Section 5.21. Water Boy Rate: Applicable basic rate.

Section 5.22. Flagman Rate: The applicable basic hourly rate shall apply for flagman. If a flagman is required, he shall be a laborer under this bargaining unit. The Employer shall furnish flagman jackets to flagman who shall be responsible for return of such jackets.

Section 5.23. Lunch Time: Lunch period shall be one-half (1/2) hour and shall be taken between 11:00 a.m. and 1:00 p.m.

Section 5.24. Supper Time: Employees are to be allowed one-half (1/2) hour for supper with pay at contractual overtime rate if they work one and one-half (1 1/2) hours overtime after the end of their regular workday and if they are to continue to work after this supper period. In the event of additional overtime employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

Where possible, employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 5.25. Voting Time for Employees: RS Mo. Section 129.060-1. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election, 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 of the polls for the purpose of voting; and any 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, 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 be three (3) successive hours, which 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 of the polls during which such employee may absent himself as aforesaid.

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

Section 5.26. Payday: 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 the work week ending at 4:30 p.m. the Tuesday night 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. The Employer shall have at least two (2) full workdays after the ending of the work week for the purpose of preparing the payroll, including when the job contracting authorities provide that the week shall end on a day other than Tuesday.

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.

Section 5.27. Waiting Time: Waiting time shall be paid to all employees who do not receive their wages within thirty (30) minutes after quitting time, if said delay is occasioned by the fault of the Employer at straight time rates.

Any employee laid off more than one day or discharged shall be paid in full at once. If an employee is sent to the office for his pay, and the office is not on the job site, he shall be paid one (1) hour straight time.

Any Employer who fails to have sufficient funds in the bank to meet all paychecks issued to employees shall be liable also for the cost of collecting the amount due, and the defaulting Employer is to be deprived of the right to pay by check.

Section 5.28. Show Up: An employee shall receive no less than four (4) hours' pay at straight time rate or two (2) hours at overtime rate for any day (at the prevailing rate for such day):

- (a) When employed on a job and upon reporting for work the following morning employee is notified there is no work to be done,
- (b) or when ordered out and upon reporting on the job, or work, at the time ordered, and not put to work,
- (c) or when employee starts the day and is stopped or laid off before working at least four (4) hours,

unless prevented from starting or stopped from working by the failure of other employees to appear, or by failure of the Employer to receive materials, or on account of bad weather, ground conditions, or by other causes beyond the control of the Employer.

If an employee is requested to report to the Employer's yard and perform laborer's work prior to being transported to job site, he shall be paid for the work. When laborers report to the yard solely for transportation his time shall start at the regular starting time.

Any employee unable to work because of physical condition, lack of safety apparel as required, or inability to perform work assigned shall not be entitled to show up time.

Section 5.29. 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 a 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 5.30. Transferring: When employees are transferred from one job location to another during the regular workday they must be paid for such time.

Section 5.31. Safety Provisions:

- (a) The employee shall furnish hard hat and proper safety shoes (except where job conditions require special footwear such as rubber boots) and shall wear such safety items, as required by the Employer, at all times and shall be subject to immediate discharge for failure to do so.
- (b) Employees shall not be required to work with unsafe tools and equipment or without safety appliances at any time nor shall employees be required to work under unsafe conditions.
- (c) The Employer in recognition of the fact that an effective accident prevention program is essential, not only to the safety and welfare of the employees but to the efficient prosecution of the work, agrees to make effective use of accident prevention information and aids available from the American Red Cross or equivalent, and to insure that such information and educational material are made available to employees on the job site.
- (d) On any job where there is a serious accident, if it results from unsafe conditions, those conditions shall be corrected before work is resumed in the unsafe area.
- (e) The Employer shall furnish a first aid kit on the job site and in addition will maintain a list of emergency services (i.e., fire department, ambulance, hospital, doctors, etc.) where professional help when needed may be immediately obtained.

Section 5.32. Supplies Furnished: The Employer shall furnish all tools, raincoats, rainhats, rubber gloves, goggles, and sterilized boots required in the performance of employees' duties, ice water during the summer months and when needed, sanitary drinking cups, and shall provide or arrange for access to suitable toilet and dressing room facilities.

Section 5.33. Steward: The steward, selected by the Business Representative, shall be selected from the employees on the job or in any event from employees of the Employer. The Employer shall neither be required to hire an additional employee nor to replace a man with a new employee by reason of such selection as steward. The Employer agrees in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing. In the event the steward is to be transferred, the Employer shall notify the Union and secure concurrence of the transfer from Union's Business Representative. The Employer shall be advised of such steward's name.

The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact that he is serving as steward. The steward shall be permitted to perform during working hours such of his duties as steward including the adjustment of grievances. The Union agrees that such duties shall be performed as expeditiously as possible. Employees shall not be discharged, nor be discriminated against because they are acting as or performing the duties of a steward but may be discharged for just cause. Such cause shall be discussed with the Business Representative of the Union before discharge of the steward.

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.

If such loss of time extends after 4:30 p.m. the steward shall be reimbursed for such loss of time after 4:30 p.m. at contractual overtime rates but not to exceed one (1) hour.

The steward shall be notified before the end of any shift if any of the employees are going to be required to work overtime. If overtime work is required the steward shall be one of the workmen who shall perform the work, provided he so desires and is capable of performing the work.

Appointment as steward shall in no way relieve the employee of his duties as a laborer.

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. In the event the employee does not have a Union card the steward shall be allowed to promptly notify the Union.

No steward has the right to call a work stoppage, slow down, or strike and such conduct by a steward shall be held to be without the authorization of the Union.

Section 5.34. Visiting Jobs: Duly authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the men, but shall in no way hinder the progress of the work.

Section 5.35. Selection of Labor: The Employer shall have the right to select their own employees. When called upon by the Employer, the Union shall furnish competent employees. There shall be no discrimination on account of unionism against any member of the Union by the Employer.

Notwithstanding the provision as to Union Security herein set out, it is expressly agreed that supervisory and clerical employees of the Employer shall not be required to become members of the Union. Employees shall take orders and instructions from the Employer and from supervisory employees designated by the Employer and refusal to perform work covered by this Agreement as so ordered or instructed shall be cause for discharge.

Section 5.36. Declaration of Principles: The following underlying principles shall apply to all labor relations of the parties hereto and all employees covered hereunder:

1. That there shall be no limitations imposed as to the amount of work any employee shall perform during his working day.
2. That there shall be no restriction with respect to the use of machinery, tools or appliances.
3. That there shall be no restriction with respect to the use of any raw or manufactured

materials.

4. That no person, other than the Employer or its agent, shall have the right to interfere with employees on their work during working hours.
5. That employees are at liberty to work for whomsoever they see fit. They shall be entitled to demand and receive the wage agreed upon as herein set out.
6. The Employers are at liberty to employ and discharge for just cause, whomsoever they see fit.

Section 5.37. Limitation of Agreement: This Agreement shall not be construed to bind any party hereto with regard to any work in any locality other than that covered or provided for by this Agreement.

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 the Employer shall have the right to terminate Agreement #1 and enter into Agreement #2 with the Union.

Section 5.38. Foreman: When ten (10) or more laborers are employed by the Employer on one job, one (1) of them shall be designated by the Employer as foreman and he shall receive foreman's rate.

Such foreman, when employed, shall be the agent of the Employer and he shall be considered an employee within the bargaining unit.

Section 5.39. Shift Work:

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.

Section 5.40. Make-Up Day: In the event a work day is lost during the workweek due to inclement weather, at the Employer's option, Saturday can be scheduled as a workday at the straight time rate, provided however, that the work shall be voluntary on the part of the employee.

Section 5.41. Projects That Cannot Be Performed During Regular Workday: Where specifications issued by Governmental Agencies require street, road, bridge and aircraft operating areas work to be performed outside the regular workday, the starting time will begin when the employee starts to work. The employee shall be paid applicable straight time hourly wage plus a premium of \$1.50 per hour for the first eight hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the \$1.50 per hour premium. All other work rules, guaranteed payment and other provisions of this Collective Bargaining Agreement shall apply when such work is being performed.

Definition: "Aircraft Operating Areas Work" such as ramps, taxi areas, runways, (finger ramps, double decks, if it must be kept open during the day.)

Section 5.42 OSHA 10: In order to promote a safer working environment, each employee covered by this Agreement, as a condition of employment on and after June 1, 2012 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 Apprentice 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.

Section 5.43 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 5.44 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.

C. There must be a non-union contractor bidding on the project.

D. The Union must agree to Old Work/Old Pay.

ARTICLE 6 Grievance Procedure and Arbitration

Section 6.01. 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 6.02. 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, are to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

Section 6.03. 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 6.04. 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.

ARTICLE 7 Strikes

Section 7.01. 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 8
Picket Lines**

Section 8.01. 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 8.02. The Union shall not be held liable for violation of this provision by any of its members.

**ARTICLE 9
Jurisdiction**

Section 9.01. Nothing in this Agreement shall be construed to define or determine any craft work jurisdiction or the recognition thereof by the Employer.

Section 9.02. The Union will make available to the Bituminous Paving Contractors of Greater St. Louis Paving Contractors, copies of all jurisdictional agreements and details of verbal understandings with other unions.

Section 9.03. When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employers shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of Employers in the area signatory to this Agreement.

Section 9.04. There shall be no stoppage of work because of a jurisdictional dispute.

**ARTICLE 10
Exoneration**

Section 10.01. That during the term of this contract the Union will not authorize, cause, induce, support 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 its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

Section 10.02. The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will:

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

Section 10.03. It is understood and agreed that the Negotiating Agents, (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 11 Legal Compliance

Section 11.01. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto.

Section 11.02. Should any provision of this contract be contrary to, or in violation of, any applicable existing or future law, then such provisions in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE 12 Management

Section 12.01. 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 member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE 13 Effective Dates

Section 13.01. This Agreement shall be effective and binding upon the parties from the date hereof until the thirty-first day of May 2023. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless notice is given not sooner than ninety (90) days nor later than sixty (60) days prior to the termination of the original period of this Agreement, or 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 any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect hereto there shall be no strike or stoppage of work.

ARTICLE 14
Pre-Bid Conference

Section 14.01. In areas where open shop work is predominant or nonunion contractors are known to be bidding, at the request of either party, the Association and the Union agree to hold a pre-bid conference prior to bidding. The Union, at its sole discretion, may grant relief to the Employers if the Union feels relief is in the best interest of the parties. This issue shall not be arbitrable. All signatory contractors bidding on that same job shall be given the same relief.

ARTICLE 15
Territorial Jurisdiction
of Locals 42, 110, 660 and 840

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.

Territorial Jurisdiction of Local 840:

The jurisdiction of Local 840 shall be Franklin County.

Territorial Jurisdiction of Local 660:

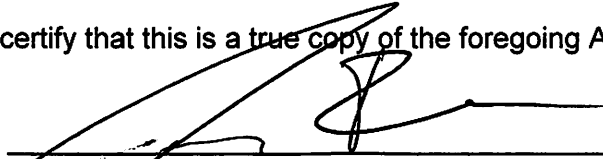
The jurisdiction of Local 660 shall be St. Charles, Lincoln, Warren and Montgomery Counties.

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

MISSOURI and KANSAS LABORERS'
DISTRICT COUNCIL AND ITS
AFFILIATED LABORERS' LOCAL
UNIONS NO. 42, 110, 660 AND 840

BY: 
BRANDON FLINN, Business Manager
Missouri and Kansas Laborers' District Council

I hereby certify that this is a true copy of the foregoing Agreement as signed.


Jeremy Bennett
Bituminous Paving Contractors,
Greater St. Louis Paving Contractors Association

**(FOR USE BY CONTRACTORS
NOT MEMBERS OF
SITE IMPROVEMENT ASSOCIATION –
ASPHALT PAVING DIVISION)**

“The undersigned company hereby agrees to and is bound by the 2024-2029 **State Highways and Large Municipal Roads** Collective Bargaining Agreement, effective June 1, 2024, between the **Bituminous Paving Contractors of Greater St. Louis Paving Contractors Association** and the **Missouri and Kansas Laborers’ District Council** and its **affiliated Local Unions Nos. 42, 110, 660 and 840**, and also agrees to be bound by all subsequent agreements, renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days nor more than ninety (90) days prior to any termination date. The undersigned understands that no Union business representative, officer or agent has any authority to enter into any oral modification of the terms of this Agreement or of the Agreement’s coverage or scope, and any such Agreements are of no legal force or effect.”

I hereby acknowledge that I have received a copy of this Agreement.

Dated this _____ day of _____.

EMPLOYER:

COMPANY _____

ADDRESS _____

**MISSOURI and KANSAS LABORERS’
DISTRICT COUNCIL**

951 Corporate Pkwy
Wentzville, MO 63385
Phone: (314) 739-7270

LOCAL # _____

TELEPHONE _____

BY _____

FAX _____

TITLE _____

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY _____
(Print Name)

TITLE _____

BY _____
(Signature)