LABORERS'

MAY 1, MAY 1,

2014 - 2019

AGREEMENT

between

RESIDENTIAL CONSTRUCTION
EMPLOYERS

and

LOCALS NOS. 42, 53, AND 110

Affiliated with

EASTERN MISSOURI
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 May, 2009, by and between the Residential Construction Employers, for and in behalf of their members who have designated the Residential Construction Employers as their collective bargaining agent, hereinafter referred to as the Employer and Locals Nos. 42, 53, and 110, affiliated with the Eastern Missouri Laborers' District Council, Laborers International Union of North America, hereinafter referred to as the Union, witnesseth:

The parties hereto, in consideration of their mutual promises agree as follows, to wit:

ARTICLE 1
Equal Employment Opportunity

Section 1. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex or national origin.

Section 2. No employee shall be required as a condition of employment to use his personal vehicle in the performance of his duties.

Section 3. 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 2
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agency with respect to wages, hours and other conditions of employment in the unit consisting of building laborers, including laborer foremen, who are employed by the Employer on its construction work located in the City and County of St. Louis, State of Missouri, and who perform the classifications herein enumerated and other classifications of work as established by past practice.

Section 2. The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any persons referred by the Union, which referral shall be made nondiscriminatory, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

Section 3. The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or on 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 4. The Employer may require employees to submit to testing for alcohol 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 3
Union Security

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, 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 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.

ARTICLE 4
Subcontractors

The Employer agrees that whenever any work covered by this Agreement is subcontracted, it shall be subcontracted only to subcontractors who agree in writing with the contractor to comply with the terms of this Agreement. It is understood that this paragraph shall be and become a part of the specifications on any work that a contractor shall sublet in any manner to a subcontractor. It is further understood and agreed that the provisions of this Section shall apply to, and bind said subcontractor for the duration of the specific project only and not for the term of this Agreement made between the prime contractor and the Union.

ARTICLE 5
Labor Standards

Section 1. 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 or additional employees.

Section 2. Employers may hire any member of the bargaining unit for work within the area limits of this Agreement. 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.

Section 3. 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.

Section 4. In the event the Employer is notified by the job steward, or a Representative of the Union, that an employee has a union card issued from a Laborer Local other than 42, 53 or 110, then the employee shall be required to register with the Local Union Office having territorial jurisdiction over the job site within 24 hours of being granted employment.

Section 5. 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.

ARTICLE 6
Past Practice

The Employers and the Union shall not be bound by established past practices in the home building industry and do not by this Agreement intend to establish new practices in the home building industry in the Greater St. Louis area.

ARTICLE 7
Definition of Home Building or Residential Construction

Section 1. This agreement covers Home Building or Residential Construction, which is 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) this Agreement does not cover Site development and/or improvement work with the exception of work for the home only.

Section 2. A residential construction laborer is not eligible for employment on commercial construction and/or heavy or highway work unless such employee enrolls in and completes the mandatory apprenticeship program(s) established for commercial work in the collective bargaining agreements applicable to such work.

ARTICLE 8
Jurisdiction

Section 1. Laborers represented by the Union shall perform work of a nature established by past practice in the home building industry in the Greater St. Louis area including:

(1) (a) the handling of concrete
(b) the handling of water
(c) the handling of materials to and from mixers
(d) the chopping and breaking of concrete by hand or other methods
(e) the handling of sand, gravel, crushed rock and cement for concrete work
(f) the moving, cleaning, oiling, and carrying to the next point of erection of panel forms that are to be reused
(g) the stripping of forms which are not to be reused
(h) the cleaning, handling and distribution of lumber
(i) the drying of concrete work by salamander or other artificial heat during the working day or at night if two (2) or more men be required to keep heat up, in which case laborers so employed shall be paid straight time in eight (8) hour shifts
(j) the digging of trenches for foundations, excavating in and around buildings
(k) the unloading and distribution of material at the building site and its placement at the direction of the Employer
(l) cleaning and clearing of all debris including the removal of surplus material, crates and packaging materials within the confines of buildings and the construction area; burning, loading or packaging of said debris; scraping or sweeping of floors, wire brushing of windows and all general clean up as provided for in the scope of work of the contractor
(m) the operating of skid steer loaders, trenchers and tractors of 55 horsepower or less for the sole use of the signatory contractor.
(n) the laying of wire mesh and iron rods on residential construction
(o) any necessary moving of furniture, which shall include refrigerators, dishwashers, etc.
(p) the demolition, removal and/or encapsulation of asbestos and/or hazardous waste materials.

(2) Truck drivers may be permitted to carry materials inside of buildings for the protection of said materials during inclement weather.

(3) Where not more than two (2) consecutive hours of work are required, that work can be done by any craft at its prevailing wage.

Section 2. The Employer may, at its option, assign to bargaining unit members the work of striking off and finishing of flat concrete surfaces.

Section 3. Any other provision in this Agreement notwithstanding, should any employees covered by this Agreement perform site development and/or improvement work covered by the 2009-2014, or any subsequent, Collective Bargaining Agreement between the Union and the SITE Improvement Association, then all such work, with the sole exception of work for the home only, shall be covered by the provisions of the SITE Agreement including, but not limited to, provisions pertaining to wages and benefits contained in the commercial pay and fringe benefit schedules.

Section 4. Effective July 1, 2009, the following work traditionally performed by Laborer Helpers shall not be covered by the terms and conditions of this Agreement:

(1) clean-up work involving the building or construction of housing designed for occupancy as single family residences only to the extent that the project is financed through purely private sources, and

(2) clean-up work involving 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 (4) stories in height exclusive of the basement, only to the extent that the project is financed through purely private sources. This exception shall not apply to projects covered by prevailing wage laws or projects that are, in whole or in part, publicly funded. This exception shall also not apply, irrespective of funding, to the following: Student housing projects, common areas and common facilities of retirement communities, nursing homes, assisted living facilities, lofts and paving work during land development phase of construction. This exception notwithstanding, any Employer signatory to or bound by this Agreement shall, on a one-time basis, have the opportunity to elect that some or all of its current Laborer Helpers shall be covered by this Agreement with respect to all work covered by this Agreement such that the exception set forth in this paragraph shall not apply to such designated incumbent Laborer Helpers. The Employer must designate the individuals in a written notice to the Union by June 30, 2009. Such designation shall be irrevocable only for the full term of this Agreement, and the exception set forth in this paragraph shall not apply to such designated employees for the full term of this agreement.

ARTICLE 9
Workday - Overtime – Conditions

Section 1. The working day for laborers shall consist of eight (8) or ten (10) hours between the hours of 7:00 A.M. and 5:30 P.M. For emergency work in the public interest, i.e. snow removal, starting time will begin when employee starts to work with all work over eight (8) or ten (10) to be at the overtime rate.

Section 2. The starting time of the workday can be adjusted from 6:00 a.m. to 8:00 a.m. This provision applies to the Employers' job 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.

Section 3. DAYLIGHT SAVINGS TIME: During the months of November 1 through March 1 when Daylight Savings Times is in effect and it is too dark to work normally, the flexible starting time may be changed by an Employer to a flexible starting time of 8:00 a.m. to 9:00 a.m., rather than 6:00 a.m. to 8:00 a.m., with the same provisions to be applicable.

Section 4. 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. Work performed on Sundays and Holidays shall be paid for at double the regular hourly rate. If a crew is prevented from working any part of any regularly scheduled workday 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.

Section 5. 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, the employee is notified there is no work to be done, or
(b) when ordered out and upon reporting on the job, or work, at the time ordered, and not put to work, or
(c) when employee starts the day and is stopped or laid off before working at least four (4) hours,

unless in the case of subparagraphs (a), (b) or (c) above the employee is prevented from starting or stopped from working on account of bad weather.

Section 6. 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 7. Wages may be paid in currency, by check, or by direct deposit, except that if there are insufficient funds to cover paychecks issued to Laborers, the Employer may be required to pay future wages in currency. At the option of the Employer, new employees hired after the effective date of this Agreement may be required to accept payment by direct deposit, or by mail; provided, however, that where direct deposit or payment by mail is not feasible due to special circumstances, the Employer agrees to make reasonable accommodations; further provided, that employees working for signatory Employers as of the effective date of this Agreement are exempt from this requirement. When payment is by mail, checks must be postmarked one day before payday.

Section 8. The Employer shall pay on the job, when employees are working on the job at the time specified, every Friday at or before 4:30 p.m. in currency or by payroll check, for the workweek ending at 4:30 p.m. the Sunday night prior to the payday. In the event of bad weather on Friday, checks will be on the job no later than 12:00 noon unless unavoidably delayed.

Employees who are 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 and carfare. Laborers shall take orders from men in charge of other crafts, but if a laborer foreman is employed, he shall be paid thirty-five cents ($.35) per hour in addition to the regular straight time hourly rate. Men transferred from one job to another shall receive pay for time spent in transit.

Section 9. Employer shall furnish rubber boots for employees who are required to work in excessive mud, water or sloppy concrete, and furnish raincoats and raincaps for employees required to work in rain, and rubber gloves and goggles when needed. The Employer shall furnish ice water during summer months. The Employer shall furnish all safety equipment when required.

Section 10. 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 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, 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 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.

ARTICLE 10
Steward

Section 1. 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 that 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.

Section 2. 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. Employee 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.

Section 3. 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.

Section 4. 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 5. 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.

Section 6. 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 perform the work, provided he so desires and is capable of performing the work.

Section 7. Appointment as steward shall in no way relieve the employee of his duties as a laborer.

Section 8. 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 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 checkoff card. In the event the employee does not have Union card, the steward shall be allowed to promptly notify the Union.

Section 9. 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 authorization of the Union.

ARTICLE 11
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 a working foreman and shall receive foreman's rate. This foreman, when employed, shall be a working or non-working foreman at the discretion of the Employer and shall be the agent of the Employer. The foreman shall be paid $.35 above the applicable base rate.

ARTICLE 12
Holidays

New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas. 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.

ARTICLE 13
Grievance Procedure and Arbitration

Section 1. Any difference arising between employee and the Employer with reference to any condition of employment affecting employees subject to this contract, or to the interpretation of this contract and any other grievance of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the job steward, shall be referred to the Business Agent of the Union and the proper officials of the Employer. There shall be no stoppage of work by reason of any dispute concerning the matters herein covered while the matter in question is being submitted for adjustment in the manner herein provided. The Union will make available to the Residential Construction Employers copies of all jurisdictional agreements and details of verbal understandings with other Unions.

Section 2. All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall be referred to a Board of Arbitration consisting of three (3) members, one of whom shall represent and be appointed by the Union, one of whom shall represent and be appointed by the Employer, and the two thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. The decision of the majority of this Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative and the compensation of the third member and other expenses of such arbitration shall be borne equally by the Employer and the Union.

Section 3. If arbitration is requested by the Union or by the Residential Construction Employers on behalf of a member Employer, or by the signatory Employer involved, the Employer and the Union agree to submit the grievance to an Arbitration Board as provided in this Agreement. However, if arbitration is not requested either by the Union, or by the Residential Construction Employers on behalf of a member Employer, or by the signatory Employer involved, the Union reserves the right to use its economic power in support of its demands, and, in such event it is agreed by both parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

Section 4. It is understood that bargaining with respect to change of wage rates or other conditions of employment upon termination of this Agreement is not a grievance hereunder or subject to arbitration.

Section 5. 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.

Section 6. No monetary award by arbitrator shall be retroactive for a period exceeding thirty (30) days from the date of filing written grievance or complaint with the Employer, or in any event for the period of sixty (60) days immediately preceding the date of the arbitration award.

ARTICLE 14
Wages - Welfare - Pension - Supplemental Dues

Section 1. WAGES:

(1) BASIC HOURLY RATE - **General Laborer Residential Work** in City and County of St. Louis. This rate covers residential work, such as excavating, footings, foundations, concrete flatwork, sewers, curbs, gutters, streets, and plumber laborer work.

EFFECTIVE
5/1/14
$22.17.....Inc. supp. dues of 2.5% of gross wages (taxable amt.)

FRINGE BENEFITS	$ 7.50 Welfare
	$ 4.40 Pension
	$34.07 Total Package

Effective May 1, 2015--$.75 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2016--$.80 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2017--$.85 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2018--$.90 per hour increase (in Wages and/or fringes at Union's option)

(2) **Entry Level General Laborer** – Effective May 1, 2009, $10.00 per hour, no fringe benefits. This rate covers all residential work except excavating, sewers, curbs, gutters, streets, plumber laborer work and brick mason tenders, subject to Article 8, Section 4.

An Entry Level General Laborer can work at the entry level for a sixty (60) working day period only. After sixty (60) working days, they must be elevated to a first term general laborer and will be subject to the Union membership requirements of the Union Security Clause of this Agreement.

Before starting work, an Entry Level General Laborer must register at the Local Union Office having territorial jurisdiction over the job site. The Entry Level General Laborer must obtain a letter from the Employer, on company stationery, stating the intent to hire as an Entry Level General Laborer, and also the location of the job. The Entry Level General Laborer must present the letter when registering. After sixty (60) working days, the Entry Level General Laborer must report back to the Union Office and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. If the Entry Level General Laborer is laid-off, terminated or quits, the Employer must notify the Local Union.

If the new hire fails to register with the Local Union before starting work on the job site, they will not be considered an Entry Level General Laborer and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. They will be considered a general laborer and be paid the general laborer's hourly wage rate, plus fringes.

The Employer shall deduct and withhold from wages of the Entry Level General Laborer an amount equal to two and one-half percent (2.5%) of gross taxable income, as and for supplemental dues. 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 Union. Reporting and payment of such sums so deducted will be made on forms furnished by the Union. The failure of any Entry Level General Laborer to continue payment of amounts as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. No fringe benefit contributions shall be paid on an Entry Level General Laborer.

First Term General Laborer – First Term General Laborers are subject to the Union membership requirements of the Union Security Clause of this Agreement.

Rate of Pay: 0 to 6 months – 70% of General Laborers' hourly rate.

Second Term General Laborer

Rate of Pay: 6 to 12 months – 80% of General Laborers' hourly rate.

Third Term General Laborer

Rate of Pay: 12 to 18 months – 90% of General Laborers' hourly rate.

After 18 months – 100% of General Laborers' hourly rate.

Employers shall make full payment of all fringe benefit contributions provided for in this Agreement for each hour worked by First Term, Second Term, Third Term and General Laborers in their employ.

If an Employer fails to advance a laborer in a timely manner from one term to the next, upon notification from the Union, the laborer shall be immediately advanced to General Laborer and compensated at 100% of the General Laborer hourly wage rate.

(3) BASIC HOURLY RATE – **Laborers' Helper Residential Work** in City and County of St. Louis, State of Missouri. This rate covers all residential work except excavating, footing, foundation, concrete flatwork, sewers, curbs, gutters, streets, plumber laborer work and brick mason tenders. Subject to Article 8, Section 4 of this Agreement, Laborers' Helpers performing work covered by this Agreement will be compensated at the following rate:

EFFECTIVE
5/1/14
$16.00.....Inc. supp. dues of 2.5% of gross wages (taxable amt.)

FRINGE BENEFITS	$ 7.50	Welfare
	$ 4.25	Pension
	$27.75	Total Package

Effective May 1, 2015--$.75 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2016--$.80 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2017--$.85 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2018--$.90 per hour increase (in Wages and/or fringes at Union's option)

(4) **Entry Level Laborer Helper** - Effective May 1, 2009, $10.00 per hour, no fringe benefits, and subject to Article 8, Section 4.

An Entry Level Laborer Helper can work at the entry level for a ninety (90) calendar day period only. After ninety (90) calendar days, they must be elevated to a laborer helper and will be subject to the Union membership requirements of the Union Security Clause of this Agreement.

Before starting work, an Entry Level Laborer Helper must register at the Local Union Office having territorial jurisdiction over the job site. The Entry Level Laborer Helper must obtain a letter from the Employer, on company stationery, stating the intent to hire as an Entry Level Laborer Helper, and also the location of the job. The Entry Level Laborer Helper must present the letter when registering. After ninety (90) calendar days, the Entry Level Laborer Helper must report back to the Union Office and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. If the Entry Level Laborer Helper is laid-off, terminated or quits, the Employer must notify the Local Union. If the Employer rehires the person within six (6) months, the person's previous time employed counts toward the ninety (90) days.

If the new hire fails to register with the Local Union before starting work on the job site, they will not be considered an Entry Level Laborer Helper and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. They will be considered a laborer helper and be paid the laborer helper's hourly wage rate, plus fringes.

The Employer shall deduct and withhold from wages of the Entry Level Laborer Helper an amount equal to two and one-half percent (2½%) of gross taxable income, as and for supplemental dues. 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 Union. Reporting and payment of such sums so deducted will be made on forms furnished by the Union. The failure of any Entry Level Laborer Helper to continue payment of amounts as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. No fringe benefit contributions shall be paid on an Entry Level Laborer Helper.

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, or Training. If any 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 2. An employee may upon three (3) weeks prior notice to the Employer and the Union, and with the Employer's concurrence, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed, without jeopardizing future employment on that job, provided, however, that his work on that job is in progress on his return and that no more than one (1) of the employees on such job shall be on vacation leave at any one time.

Section 3. WELFARE: In addition to the per hour wage rates, the Employer shall pay to the Greater St. Louis Construction Laborers' Welfare Trust Fund, the sum of (specific amounts shown on wage schedules) per hour for each actual hour worked by laborers in their employ.

Section 4. PENSION: The Employer further agrees to contribute to the Construction Laborers' Pension Trust of Greater St. Louis, for each actual hour worked by employees covered under this Agreement the sum of (specific amounts shown on wage schedules) per hour.

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, as well as by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, including any amendments heretofore made or which may be made during the life of this Agreement to either said trust instruments.

Section 5. In the event that during the term of this Agreement, the Construction Laborers' Pension Trust and Plan of Greater St. Louis shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease, and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this contract, unless, and until, said Trust and Plan again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this contract, in either which event, the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a temporary or permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Mercantile Bank and Trust Company, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) day period then to the employees, for whose account contributed, as wages.

Section 6. SUPPLEMENTAL DUES: The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to two and one-half percent (2.5%) of gross 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 7. REPORTING AND DELINQUENT CONTRIBUTIONS: Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereafter called "Welfare"), and Construction Laborers' Pension Trust of Greater St. Louis (hereafter called "Pension") 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 and Pension, 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 laborers worked during that month, but said "no laborers" reports shall not be required following the second month in which the Employer has not employed members of the Union.

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 ten per cent (10%) of such delinquent contributions. 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 or Pension Trustees or by the Union, to such delinquent Employer and his Association, if any, 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 8. AUDITS AND SUITS TO COLLECT CONTRIBUTIONS: The trustees for the trust funds incorporated by reference in this Agreement have the authority to audit the appropriate payroll records of any Employer signatory to this Agreement. Written notice by certified mail from the trustees requesting an audit shall be provided to the Employer with a copy to the Residential Construction Employers. An adequate notice of at least ten (10) working days shall be provided.

An audit of an Employer shall be limited to a random audit not to exceed once in every five (5) years. However, if the trustees have evidence that an Employer is not making proper and timely contributions, then an audit may be made as necessary.

In addition to all other remedies on account thereof available to Welfare, Pension and/or the Union, to recover unpaid contributions and liquidated damages due and owing, and/or to enforce this Section concerning audit and examination, suit may be brought by the respective Trustees of Welfare, Pension and/or the Union, and in the event of such suit, whereby the Employer is found to be delinquent or in non-compliance with the provisions of Sections 7 and 8 of this Article, then the Employer agrees to pay in addition to the amount found due and owing, interest on such debt at the maximum lawful rate 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 judgement is rendered.

Section 9. The signatory Employer shall secure and maintain a surety bond in the minimum amount of $5,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of said bond in such amount. The Employer's membership in good standing in the Home Builders' Association of St. Louis and Eastern Missouri is sufficient to waive the requirement for such bond.

ARTICLE 15
Effective Date and Termination

This Agreement shall become effective as of May 1, 2014 and shall remain in full force and effect until the first day of May 2019. The 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 this 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 within sixty (60) days of the termination of any renewal thereof from time to time, either the Employers 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, the parties hereto shall meet and endeavor to come to an Agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.

ARTICLE 16
Territorial Jurisdiction of Locals
42, 53, 110

TERRITORIAL JURISDICTION OF LOCAL 42:

The Jurisdiction of Local 42 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 NORTH of the above named streets including the NORTH side of Arsenal, the EAST side of Ellendale, and the NORTH side of Manchester to the County Line; from the Mississippi River going west on Franklin Avenue to Dr. Martin Luther King Drive to St. Charles Rock Road to the Missouri River -- everything SOUTH of the above named streets including the SOUTH side of Franklin, the SOUTH side of Dr. Martin Luther King Drive and the SOUTH side of St. Charles Rock Road to the Missouri River.

TERRITORIAL JURISDICTION OF LOCAL 53:

The jurisdiction of Local 53 shall be from the Mississippi River going west on Franklin Avenue to Dr. Martin Luther King Drive to St. Charles Rock Road to the Missouri River -- everything NORTH of the above named streets including the NORTH side of Franklin, the NORTH side of Dr. Martin Luther King Drive and the NORTH side of St. Charles Rock Road to the Missouri River; bounded by the Missouri River on the WEST and the Mississippi River on the NORTH and EAST.

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.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 30th day of April, 2014.

NEGOTIATING AGENTS

RESIDENTIAL CONSTRUCTION EMPLOYERS

JOHN FISCHER
Labor Committee Chairman

EASTERN MISSOURI LABORERS' DISTRICT COUNCIL AND FOR LABORERS' LOCALS 42, 53 AND 110

Gary W. Elliott

GARY W. ELLIOTT
Business Manager
Eastern Missouri Laborers'
District Council

RESIDENTIAL LABORERS
WAGE RATES

		this amount INCLUDED in the Hourly Wage Rate	these amounts in ADDITION to the Hourly Wage Rate		
Effective Date	Hourly Wage Rate	Supplemental Dues Amount	Welfare	Pension	Total
May 1, 2014	$22.17	*	$7.50	$4.40	$34.07
(a) May 1, 2015		*			$34.82
(b) May 1, 2016		*			$35.62
(c) May 1, 2017		*			$36.47
(d) May 1, 2018		*			$37.37

* 2.5% of gross wages (taxable income).
(a) May 1, 2015 - $.75 increase to be taken in wages and/or fringe benefits at Union's option.
(b) May 1, 2016 - $.80 increase to be taken in wages and/or fringe benefits at Union's option.
(c) May 1, 2017 - $.85 increase to be taken in wages and/or fringe benefits at Union's option.
(d) May 1, 2018 - $.90 increase to be taken in wages and/or fringe benefits at Union's option.

RESIDENTIAL LABORERS' HELPER[1]
WAGE RATES

[1]Effective July 1, 2009, Laborers' Helper work shall be limited as per Article 8, Section 4.

		this amount INCLUDED in the Hourly Wage Rate	these amounts in ADDITION to the Hourly Wage Rate		
Effective Date	Hourly Wage Rate	Supplemental Dues Amount	Welfare	Pension	Total
May 1, 2014	$16.00	*	$7.50	$4.25	$27.75
(a) May 1, 2015		*			$28.50
(b) May 1, 2016		*			$29.30
(c) May 1, 2017		*			$30.15
(d) May 1, 2018		*			$31.05

* 2.5% of gross wages (taxable income).
(a) May 1, 2015 - $.75 increase to be taken in wages and/or fringe benefits at Union's option.
(b) May 1, 2016 - $.80 increase to be taken in wages and/or fringe benefits at Union's option.
(c) May 1, 2017 - $.85 increase to be taken in wages and/or fringe benefits at Union's option.
(d) May 1, 2018 - $.90 increase to be taken in wages and/or fringe benefits at Union's option.