

4609
230 workers



LABORERS

MARCH 1, FEBRUARY 28

2001 - 2005

**Building and Construction
AGREEMENT**

Between

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
LOCAL NO. 840 - AFL-CIO**

Affiliated with

**EASTERN MISSOURI
LABORERS' DISTRICT COUNCIL**

and

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
AFL-CIO**

and the

**BUILDERS' ASSOCIATION
OF MISSOURI**



I N D E X

Article		Page
I	Purpose.....	1
II	Recognition	1
III	Work Area	1
IV	Union Security	2
V	Type of Work	2
VI	Employer's Rights.....	3
VII	Hiring Procedures and Transfer of Employees... 3	3
VIII	Work Assignments.....	5
IX	Work Jurisdiction	6
X	Work Rules	10
XI	Hours of Work.....	12
XII	Subcontractor Clause	14
XIII	Supplies Furnished.....	15
XIV	Payday	15
XV	Holidays.....	15
XVI	Stewards	16
XVII	General.....	17
XVIII	Supplemental Dues	17
XIX	Funds	17
XX	Reporting and Enforcement of Fringe Benefit Contributions.....	18
XXI	Wages	19
XXII	No Strike Clause.....	26
XXIII	Arbitration	27
XXIV	Other Agreements	29
XXV	Pre-Bid Conference	29
XXVI	Drug and Alcohol Testing.....	29
XXVII	Duration and Termination	30

AGREEMENT

This Agreement, made and entered into the 1st day of March, 2001 by and between the Builders' Association of Missouri, party of the first part, hereinafter referred to as the "Employer" and Local Union No. 840, affiliated with the Laborers' International Union of North America, AFL-CIO, and the Eastern Missouri Laborers' District Council, party of the second part, and hereinafter referred to as the "Union", witnesseth:

ARTICLE I PURPOSE

This Agreement has been made and executed for the purpose of maintaining harmony among the Employer, his employees and the Union, to facilitate their aims and interests, and for the mutual benefit of the herein named parties.

ARTICLE II RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all employees engaged in work under the various classifications of laborers work jurisdiction as hereinafter set forth.

ARTICLE III WORK AREA

The territorial jurisdiction covered by this Agreement shall be over the following counties in the State of Missouri: Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas.

ARTICLE IV UNION SECURITY

It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and 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 times obligates 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 maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect obligate the Employer to discharge such person.

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 V TYPE OF WORK

The provisions of this Agreement shall apply to building construction work designated as commercial, which includes industrial and institutional construction, and to residential construction as defined in Article XXI, Section 2.

ARTICLE VI EMPLOYER'S RIGHTS

It is mutually understood and agreed that the management of the Employer's jobs and the direction of his foreman, including the right to hire, promote, discipline, or discharge any employee for cause, the right to transfer employees from job to job, and the right to release any employee because of lack of work or for other legitimate reasons, are vested exclusively in the Employer, subject only to the provisions of the contract.

ARTICLE VII HIRING PROCEDURES AND TRANSFER OF EMPLOYEES

The Employer, recognizing that the Union operates and maintains the only centralized source of experienced laborer manpower available to the construction industry within the area covered by this Agreement, agree as follows:

- A. Before starting work on any job the Employer shall invite representatives of the Union to a pre-job conference either on the job site or at some other mutually agreed upon place. The names of all subcontractors shall be furnished to the Union at such conference if known by the Contractor at that time; and in any event the names of such subcontractors shall be furnished to the Union before said subcontractors shall commence work. The Employer will then outline his initial and prospective manpower requirement in the various classifications, and the Union will inform the Employer of the probable number and qualification of the men they will have available to meet the Employer's requirements.

- B. Except as provided in "F" below, the Employer shall not employ workmen either to start a new job or replace a workman or fill a new position on a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job, or jobs available. The Employer shall not request referral of more men than the number of available jobs. If he does, those men referred but not employed shall be reimbursed in the amount of two (2) hours' pay for the job they were referred to.

- C. The Union shall refer all such requested applicants on a non-discriminatory basis and shall have forty-eight (48) hours to fill the Employer's request for men qualified to perform the work involved. If the Union fails, for any reason, to refer applicants within the time required, the Employer may secure such workmen from any source available to him.
- D. The Employer shall have the right to accept or reject for good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified in his opinion, to be retained.
- E. In any emergency situation men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than, the emergency exists, but in no case for more than twenty-four (24) hours.
- F. Without regard for any of the above limitations the Employer may at any time:
 - 1. Transfer employees at will from one job to another within the area of this Agreement.
 - 2. Request referral by name of any employee who has previously worked for the Employer in the area of this Agreement at any time in the preceding three hundred sixty-five (365) days or one (1) year, and the Union shall so refer such employee if he is available for work.
 - 3. Hire one (1) foreman on each job without Union referral and irrespective of the manner of hiring the other laborers. The first four (4) employees will be referred out of the Union Hall before the foreman is hired.

Should any contractor refuse to request referrals of men as provided hereinabove then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding. However, no strike shall be called unless authorized by a decision of the appropriate District Council or authorized representatives of the Council, and after at least a forty-eight (48) hour notice of intention to strike given by the District Council to the Employer's and Association's main office.

ARTICLE VIII WORK ASSIGNMENTS

Section 1. It is the desire and intention of all parties to minimize jurisdictional and work assignment disputes. It is therefore understood and agreed that the Company will endeavor to make employee work assignments conform to established craft or bargaining unit jurisdictional lines. It is likewise understood and agreed that the various Unions will endeavor to recognize, respect and abide by the traditional jurisdictional rights of each organization and seek to avoid claims for work assignments and jurisdiction of other organizations.

Section 2. Consistent with the objects and purposes expressed in Section 1 of this Article, it is understood and agreed that all work assignments shall conform to the following standards and be made in accordance therewith:

- A. Work shall be assigned in accordance with the established practice in the local area.
- B. In the absence of any of the foregoing, work shall be assigned in accordance with any agreement of understanding reached by and between the Employer and the Unions which have an interest therein.
- C. In the absence of any of the foregoing, work shall be assigned in accordance with the established custom and practice within the Employer's establishment

Section 3. Work assignments made by the Employer shall be respected by all the Unions, and the craft to which the work is assigned shall continue to perform the work in question unless and until a contrary decision is rendered pursuant to the following Section. Work assignments shall be made only by an owner, partner, or officer of the corporation. (Not by job superintendents.)

Section 4. In the event of a jurisdictional dispute, the parties shall request the Union or Unions involved to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer to seek settlement of the dispute. The Employer may also request the International Unions involved to assign representatives to seek settlement of the dispute.

ARTICLE IX WORK JURISDICTION

On any matter where, there is a controversy that involves the assignment of any work pertaining to jurisdiction, then only the Employer will be permitted to make any assignment of work, and such work assignment shall be made in writing. Also, on any of the above matters, the only person authorized to make any decision or agreement for the Union will be the Business Manager of the Union.

A. Tenders – Tending Masons, Plasterers, Plumbers, Steamfitters, Electricians, Carpenters, Cement Finishers, Operating Engineers, Civil Engineers, and any other skilled craft where semi and unskilled laborers are connected therewith.

1. Mason and Plasterer Tenders – The mixing, handling and conveying of all materials used by Masons and Plasterers; the building and removal of all scaffolding and staging and the erection and removal of trestles and horses for Masons and Plasterers; the loading and unloading of all glazed tile, glass blocks and fire bricks; the drying of all masonry and plastering when done by artificial heat; and the cleaning of all debris made by the Masons or Plasterers will be cleaned up by the Mason or Plasterer Tenders at the Mason or Plasterers rate of pay.
2. Plumber, Steamfitter, Electrician or Boilermaker Tender – All the digging, breaking of concrete backfilling, tamping, resurfacing and paving of all ditches and races, regardless of length or depth, in preparation for the laying of all pipes, cables or conduits, temporary or permanent, and all of the loading, unloading and distributing of pipe for said ditches; the cutting of all holes, voids or races, in or through walls, foundations, roofs or floors, except where the holes, voids, or races are being cut to the exact size of the pipe, conduit or other objects; all of the laying of clay, terracotta, ironstone, vitrified concrete or non-metallic pipe and the making of all joints for main and side sewers and drainage.
3. Carpenter Tenders – The handling, cleaning, conveying, loading and unloading of all transits, lumber concrete forms, beam sides, column clamps, wall ties, spreaders and hardware from the material pile or store room to the individual stock piles at the point of erection or to the next point of erection; the handling of all materials to and from the power saw.

4. Cement Finisher Tenders – The loading and unloading, handling, conveying and mixing of all mortar, dryer, screeds, curb and gutter forms, step forms, and any other materials used by the Cement Finishers including the cleaning of all tools and debris.

B. Excavation and Foundations – Excavation for buildings and all other construction dredging, drainage, sewer and pipeline excavating, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, ribbing, bracing and propping of foundation, holes, caisson, cofferdams, dams and dikes; digging of all conduits for electrical, telephones and telegraph lines and fence post holes.

C. Concrete and Mastics – Preparation of concrete for walls, foundations, floors and all other construction; mixing, handling, conveying, pouring, vibrating, gunniting and otherwise. Applying concrete whether done by hand or by any other process; wrecking, stripping, dismantling and handling of concrete forms and false work, wrecking or removal of all shoring, decking; the building of centers for fireproof purposes, operating all concrete mixers; performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or shifting of forms, hand mixing of all mortar for concrete finish and tendering to cement finishers in the construction of building walls, bridges, curbs, fence and machinery foundations; making and grading footings, fireproof gutters, sidewalks, steps, coping and concreting around illuminating tile; servicing of all concrete vibrators and handling, unloading, conveying of all concrete materials and aggregates; tile chipping, cutting off of concrete piling and tiers; all monumental work, concrete floors, mastic floors, concreting under asphalt, on wooden blocks or otherwise paving in and out of buildings mixing all cement and other compounds used for such purposes, including the cooking, handling, and preparation, raking and spreading of asphalt, tar and other mastic on wooden blocks or otherwise; making all concrete pile and fence posts, and handling of all materials to and from mixers; handling of all runways and scaffolds for concrete, operating concrete motor buggies; handling of concrete chutes whether of wood or metal; the cleaning of concrete mixers, skips, hoppers and towers; the roughing of all concrete where spills are set and chipping tools are required in cleaning, whether mechanical or hand tools, all leveling, tamping and spreading; all labor on cement guns, mixing, preparing and conveying all gypsum and plastic materials; drying of concrete or other materials by salamander or other artificial heat of any kind; hoisting and setting of precast slabs and concrete tile; the patching and strike off of concrete where finishing

tools are not required; the operating of all concrete saws, self-propelled or otherwise to perform laborers work.

D. **Materials Handling** – Loading, unloading, cleaning, conveying, distributing, collecting and hoisting of all transit, lumber and other building and construction materials and debris, in and out of general stock piles, crane or outrigger is used for hoisting, handling of all insulating materials where artisan tools are not required, covering of all tanks with tar, asphalt, burlap and other such products, and heating of the same; covering of all tanks and structures complete or incomplete and materials piles with tarpaulins; changing of all filters, tanks, boilers and drums with catalytic and other materials; operating of motor buggies and conveyors, the loading, unloading, handling and carrying to the place of installation of all rods and materials for use in reinforced concrete construction shall be done by laborers, and the hoisting of the same by power, the loading and unloading by power of concrete, steel and wool pile and dragging to the place of installation of the same; the cutting and burning of all scrap and the use of cutting torches and other welding equipment used to perform the jurisdiction of our work; the operation of gas and electric chain or power saws and serving Nelson heaters; the loading and unloading and erection of all patent metal scaffolding and scaffolding boards and the dismantling of same.

E. **Signaling and Safety** -- The signaling, hooking, unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, high lifts, tractors and signaling and handling of concrete buckets and auxiliary work in connection with the operation of equipment; the loading and unloading, hooking and unhooking of all huge haul beds.

F. **Streets, Ways and Bridges** – The grading and landscaping thereof and all other semi and unskilled labor connected therewith.

G. **Trenches, Manholes, etc.** – Cutting of streets and ways for laying of conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials for same, concreting of same, backfilling, grading and resurfacing of same and all other semi and unskilled labor connected therewith.

H. **Tunnels, Subways and Sewers** – Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls and airports.

I. Underpinning and Shoring – Underpinning, shoring, raising and moving of all structures.

J. Drilling and Blasting -- All demolition work and blasting, jack hammering, wagondrill, air track, pavement breaking, and drill running and star drilling when done by hand, mechanically, compressed air or electrical mechanism or any other device that is used to drill holes for demolition or the drilling of doll pin holes for grade stakes, or any hole used in anchoring any concrete forms or holes with the exception of those anchor holes that have to be drilled to the exact size of the anchor bolts, and operation of air compressors 105 and under to perform laborers work.

K. Compressed Air Construction – Operation of compressed air devices, compressed air or tunnel work, caisson work, lock tenders and gauge tenders.

L. Cleaning – The cleaning of all buildings, brick walls, structures, materials, windows, floors and all debris.

M. The watchmen, janitors, flagmen, lockerman, guards, ground men, dumpmen, water-boys and spotters; the handling and maintenance of all flares, lanterns, torches and other lighting equipment for safety and other purposes.

N. The, wrecking and dismantling of all building and structures, walls, partitions, tanks, shelves, fences and forms; use of acetylene torch for work within the Union's jurisdiction.

O. The backfilling, grading, sodding and landscaping of all sites for all purposes; and the operation and maintenance of all equipment used except track equipment.

P. The handling, moving, placing, signaling, hooking and flagging of all power machinery used to perform our jurisdiction of work, where labor work is involved; all cleaning of mud, grease, oil, debris, etc., from machinery and parts thereof.

Q. The drilling and sinking of wells and test holes by hand or power; all work in connection with the sinking and construction of collector type wells and the pushing of all pipe used to collect the water.

R. The laying and making up of all temporary water, oil, air, and other pipe lines when used to perform our jurisdiction of work, the laying of all new and relocated railway and other track work.

S. The handling and erection and dismantling of all cement, rock, gravel, sand, asphalt and other material bins, portable batch hoppers, weight men, dumpers, levermen, hooking and unhooking, flagging and signaling on all machinery and other equipment on all work under our jurisdiction.

T. All common and semi-skilled labor in connection with building and construction work; all material handling and helping and tending of building and construction crafts, and the handling of all tools, working equipment and appliances for the performance of these functions.

U. The operation and maintenance of all water pumps under 3", mortar mixers, grout pumps, strawblowers, tampers and farm tractors.

V. Operation of forklifts or lulls for masonry construction.

W. Operation of fork lift, front end steer loaders and farm tractors for all work pertaining to sodding, seeding, tending brick masons, flat work concrete, or any other means for the laborers to perform their work.

X. Asbestos and/or hazardous waste removal and/or disposal.

ARTICLE X WORK RULES

HEATING

When temporary heating is done with salamanders or any portable self-contained heater, employees working on same shall receive the basic rate at straight time for all time worked, not to exceed eight (8) hours in any calendar day, or forty (40) hours in period Monday thru Friday, irrespective of whether or not the time worked falls within the regularly scheduled work day hours. For all time worked in excess of eight (8) hours in any calendar day in excess of forty (40) hours in period Monday through Friday (including not only heating work, but all other work), and for all such time on Saturdays, Sundays and Holidays such employees shall receive contractual overtime.

On Saturdays, Sundays or Holidays the minimum pay (for heating only) shall be for four (4) hours.

SHOW-UP

Section 1. Employees shall report for work each day at the regular starting time, unless notified not to do so by either of the following methods:

- A. By the Employer or the superintendent the day before or at any time prior to two (2) hours before the beginning of a shift, or
- B. When notice is given by the Employer or the superintendent by telephone. The employees shall furnish the Employer a listed telephone number for this purpose.

Section 2. Employees who show up for work shall, unless notified to the contrary by either of the methods above provided receive not less than two (2) hours' pay, if put to work they shall receive all time worked in excess of four (4) hours.

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. Employees will request a written memorandum from the doctor verifying time of treatment.

TRANSFERRING

When employees are transferred from one job location to another during the regular workday they must be paid for such time.

TRAVEL EXPENSE

In view of the Union's accepted obligation to refer employees to jobs in its territorial jurisdiction when requested by the Employer to do so, no such employee shall demand or receive any additional compensation for travel expense. However, in the event the client or owner of a large project considers that such circumstances, as location of the site and difficulty of access to the site, because of traffic conditions on roads to the site resulting from employment of a large number of workmen on such a large project, warrants the payment of reimbursement for travel expense, and agrees to pay trades employed on his project such travel expense reimbursement in an equitable amount agreed upon by the trades the foregoing prohibition against payment of travel expense shall not be construed to prevent employees covered hereunder from participating in such a project agreement. Provided further however, that such a project agreement shall not be considered a precedent and shall not be construed to permit requirement of travel expense compensation on other projects.

Such compensation for travel expense shall be considered a reimbursement for actual expense and in computing overtime pay any such compensation for travel expense for access to such a job shall not be computed at overtime rates and shall not be considered as overtime.

ARTICLE XI HOURS OF WORK

Section 1. Eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) hour without permission and two (2) hours if mutually agreed upon by the Contractor and the Union. Employees shall have a lunch period of thirty (30) minutes between 11:30 a.m. and 1:00 p.m. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. with the lunch period provided between the hours of 11:30 a.m. and 1:00 p.m. In the event an employee is required to work during his lunch period, the employee shall be compensated at one and one-half (1 1/2) times the hourly rate of pay for the work performed during the lunch period. Overtime shall be computed at half hour intervals.

Section 2. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour, or as adjusted by starting time change as per Section 1 of this Article). All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch, or as adjusted by starting time change as per Section 1 of this Article) or on Saturday, except as herein provided, shall be compensated at one and one-half times the regular hourly rate of pay for the work performed. Overtime shall be computed at half hour intervals. However, in the event the laborer working such overtime is assisting another craft drawing overtime pay, the laborer shall receive the same overtime multiple as the craft assisted. All work performed on Sunday and on recognized Holidays shall be compensated at double the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

Section 3. Employees who are required to work more than two (2) hours after the regular quitting time shall receive one-half (1/2) hour for supper with pay.

Section 4. Forty Hour Workweek. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. This option must be declared Monday morning.

If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half the hourly rate Monday through Friday.

If an Employer elects to work four 10-hour days in any week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday.

If an Employer is working 10-hour days and loses a day due to inclement weather, he may work 10 hours Friday at straight time. But the Employer must not send the workforce home at the expiration of the 40 hours. In other words, if a workday is terminated sometime during the workday, the Employer may not just schedule enough hours on Friday to complete the 40 hours. Friday must be scheduled for at least 8 hours, and no more than 10 hours at the straight time rate, but all hours worked over the 40 hours Monday through Friday will be paid at 1 1/2 overtime rate.

ARTICLE XII SUBCONTRACTOR CLAUSE

The following shall be applicable only to Subcontractor Employers who primarily subcontract the work of employees of the "General Trades" herein defined as Bricklayers, Carpenters, Cement Finishers, Hoisting Engineers, Iron Workers, Plasterers and Teamsters.

Nothing contained in this Agreement shall be construed to prohibit the right of the Employer to subcontract all or any part of any work awarded to it. If, however, the Employer elects to subcontract out all or any part of such work covered by this Agreement, then, in that event, the Employer shall comply with either paragraph A. and/or B. and/or C. as follows:

- A. The Employer shall make adequate provisions in the Subcontract Agreement or understanding with the subcontractors to be or become a signatory to this collective bargaining Agreement and to abide by and be bound by all of the terms and provisions of this collective bargaining Agreement only for the period and on the particular project where the subcontractor relationship exists. It is understood and agreed that this subcontractor clause requires such subcontractor to abide by, be a party to, and be bound by the terms and provisions of this collective bargaining Agreement; or,
- B. If the Employer bound by this Agreement elects to subcontract out all or any parts of such work to a subcontractor who does not choose to be bound by and become party to this Agreement, then in such an event, the Employer bound to this Agreement shall carry the bargaining unit employees performing work covered by this Agreement on his own payroll and provide same to the subcontractor.

- C. It shall not be a violation of this Agreement nor grounds for discipline, discharge or replacement of employees for persons covered hereunder to refuse to cross a lawful, primary picket line and perform work in any instance where the picket line has been recognized by a Union signatory to this Agreement, except that in instances where the Employer presents evidence satisfactory to the Union that the Union which is picketing has not established a scale of wages for the work at the project as that used by the Eastern Missouri Laborers' District Council for such work.

ARTICLE XIII SUPPLIES FURNISHED

The Employer shall furnish all tools, hard hats, hat liners, five buckle overshoes, and safety equipment required in the performance of employees' duties, ice water during summer months, sanitary drinking cups, and shall provide or arrange for access to toilet and dressing room facilities.

ARTICLE XIV 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 week ending at 4:30 P.M. the Sunday night prior to pay day, or as otherwise agreed between the Employer and the Union. The Employer shall have at least five (5) full work days after the ending of the work week for the preparing of the payroll, including when the job contracting authorities provide that the week shall end on a day other than Sunday.

ARTICLE XV HOLIDAYS

Section 1. The following days shall be recognized as Holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event that any of these Holidays fall on Saturday, the preceding Friday shall be observed; if on Sunday, the following Monday shall be observed.

Section 2. No work shall be performed on these days except in emergency to protect life or property.

Section 3. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half hour intervals.

ARTICLE XVI STEWARDS

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 of the Steward.

The Employer shall be advised of such Steward's name. Employees shall not be discharged because they are acting as or performing the duties of a Steward, but may be discharged for cause. Such cause will be discussed with the Business Representative before discharge of the Steward.

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

Should any employee take sick on a job or meet with an accident while at work, the Steward may accompany him to immediate medical attention or the employee's home or hospital, and the Employer shall pay the Steward for his loss of time.

If such loss of time extends after 4:30 P.M. the Steward shall be reimbursed for such lost time after 4:30 P.M. at contractual overtime rate, but not to exceed one (1) hour.

If overtime work is required the Steward shall be one of the workmen who shall perform the work, provided he is capable of performing the work. 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 the Union's Business Manager.

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 phone number.

ARTICLE XVII GENERAL

It shall not be considered a violation of this Agreement nor shall any action be taken against any employee for refusing to cross a lawful primary picket line.

ARTICLE XVIII SUPPLEMENTAL DUES

The Employer shall withhold from wages of all employees covered by this Agreement, the sum equal to three percent (3%) of gross wages (taxable income). Said sums shall be payable to the Construction Industry Laborers' Welfare Office as supplemental dues on behalf of the employee who willingly accepts and signs a proper and legal authorization for such withholding, and the reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefit programs required under this Agreement.

This Article shall be subject to the enforcement provisions of Article XX of this Agreement.

ARTICLE XIX FUNDS

Section 1. Employers who accept and sign this Agreement also agree to accept and be bound by the Agreement and Declaration of Trust creating the Construction Industry Laborers' Welfare Fund, by the Trust Indenture creating the Construction Industry Laborers' Pension Fund, by the amended Agreement and Declaration of Trust creating the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund, and Declaration of Trust creating the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust, and by the Trust agreement creating the Building Industry Laborers Advancement Fund, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust instruments. The above mentioned funds shall be subject to the enforcement provisions of Article XX of this agreement.

Section 2. Welfare: In addition to the per hour wage rate, the Employer shall contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee to the Construction Industry Laborers Welfare Fund.

Section 3. Pension: In addition to the per hour wage rate, the Employer shall contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee to the Construction Industry Laborers Pension Fund.

Section 4. Training and Apprentice: In addition to the per hour wage rate, the Employer shall contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to training.

Section 5. Building Industry Laborers Advancement Fund: The Employer shall contribute ten cents (\$.10) of each hourly contribution into the Building Industry Laborers Advancement Fund of the Association. Such Fund is to be administered by a Committee appointed by the Association. This Fund is created in general to train and improve the efficiency of workmen and to improve general conditions and relationships of the construction industry as a whole, which shall include, but not be limited to, industrial relations, public relations, labor relations, safety and any other function which is designed to advance and promote the interest of the building industry generally.

ARTICLE XX REPORTING AND ENFORCEMENT OF FRINGE BENEFIT CONTRIBUTIONS

Payments shall be made on a monthly basis to the Construction Industry Laborers trust Fund office, 116 Commerce Drive, Jefferson City, Missouri, on forms furnished by the fund office, not later than twenty days following the last day of the month in which work was performed. In the event such required payments are not made within twenty (20) days after the end of any such month, and upon written notification of such failure to pay by the Construction Industry Laborers Welfare Fund to any such delinquent Employer, and in the further event that such payments have not been made, in full, within five (5) days after such written notification, then, any such delinquent Employer agrees to an additional payment to the Construction Industry Laborers Welfare Fund of twenty-five percent (25%) of the amount

due which is hereby agreed to be "liquidated damages" and not a penalty. If such payments, including "liquidated damages" when applicable, are not made as required hereinabove, then, in that event, the Union shall have the right to strike the particular Employer who has defaulted in such payment. It is specifically agreed that only the Employer failing to make such payment shall be penalized by any such strike. In the event any Employer fails to make payments as required hereinabove, then, and in that event, the Union shall have the right to strike only such individual defaulting Employer.

In the event of default in any payment required to be made to the Welfare Fund as set forth hereinabove, and in the further event such default shall cause claims for benefits to be denied to employees of any such defaulting Employer which employees would have been eligible for benefits if the Employer had not been delinquent, then, and in such event, any defaulting Employer agrees to reimburse such employees or survivors or their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund office provided, however, that such benefits would have been paid by the Welfare Fund except for the payment delinquency of said Employer.

If it becomes necessary for any fund to file suit against any Employer for delinquent payment or money due said Fund, the Employer agrees to pay, in addition to the twenty-five percent (25%) "liquidated damages" mentioned above, all litigation costs, including reasonable attorney fees.

The Employer also agrees to permit representatives of the Trust Fund office to examine payrolls, social security reports, and other records necessary to determine amount (as specified on wage schedules) due the Trust Fund office under Article XIX of this Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

ARTICLE XXI WAGES

Section 1. The Employer agrees to pay hourly rates on Commercial Construction work as follows in addition to the welfare, pension, advancement and training payments heretofore set forth in Article XIX.

GENERAL LABORERS:

EFFECTIVE

3/1/01

	\$16.40.....(Inc. Supp. Dues of 3% of gross wages (taxable amt)
FRINGE	\$ 2.70 Welfare
BENEFITS	\$ 2.50 Pension
	\$.40 Training and Apprentice
	\$.10 BILAF
	\$22.10 Total Package

Effective March 1, 2002--\$1.00 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2003--\$1.00 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2004--\$1.10 per hour increase (in Wages and/or fringes at Union's option).

Foreman Rate -- A Foreman shall be required on any job having five (5) or more laborers; he shall receive fifty cents (\$.50) per hour above applicable rate.

General Foreman Rate -- A General Foreman shall be required on any job having fifteen (15) or more laborers; he shall receive one dollar (\$ 1.00) per hour above applicable rate.

FIRST SEMI-SKILLED: COMMERCIAL MASON TENDERS (includes work with Bricklayers and Plasterers)

EFFECTIVE

3/1/01

	\$17.15.....(Inc. Supp. Dues of 3% of gross wages (taxable amt)
FRINGE	\$ 2.70 Welfare
BENEFITS	\$ 2.50 Pension
	\$.40 Training and Apprentice
	\$.10 BILAF
	\$22.85 Total Package

Effective March 1, 2002--\$1.25 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2003--\$1.50 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2004--\$1.50 per hour increase (in Wages and/or fringes at Union's option).

Mason Tender Foreman Rate -- A Mason Tender Foreman shall be required on any job having five (5) or more mason tenders; he shall receive fifty cents (\$.50) per hour above the applicable rate. Mason and Plasterer Tenders shall be allowed thirty (30) minutes starting time before the start of the regular shift at contractual overtime rate.

Mason Tender General Foreman Rate -- One Dollar (\$1.00) per hour above applicable rate.

SECOND SEMI-SKILLED: ABATEMENT WORKERS

EFFECTIVE

3/1/01

	\$17.15.....(Inc. Supp. Dues of 3% of gross wages (taxable amt)
FRINGE	\$ 2.70 Welfare
BENEFITS	\$ 2.50 Pension
	\$.40 Training and Apprentice
	<u>\$.10 BILAF</u>
	\$22.85 Total Package

Effective March 1, 2002--\$1.15 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2003--\$1.00 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2004--\$1.10 per hour increase (in Wages and/or fringes at Union's option).

Pier Hole Rate -- Employees who must enter or work inside or at the bottom of machine drilled pier holes with minimum depth of six (6) feet from where drilling begins, while working in or at the bottom of such holes shall receive fifty cents (\$.50) per hour above applicable rate.

Section 2. The "Residential" classification is applicable on "residential construction" which is hereby defined as all work in connection with construction, alteration and/or repair of all residential such as single dwellings, duplexes, row houses, town houses and walk-up apartments not to exceed four (4) stories in height, including a basement. This does not cover those housing units that are normally referred to as "high-rise", which are normally in the excess of three (3) stories in height, requiring the installation of elevators for the use of occupants.

RESIDENTIAL LABORERS:

EFFECTIVE
3/1/01

	\$13.10.....(Inc. Supp. Dues of 3% of gross wages (taxable amt)
FRINGE	\$ 2.70 Welfare
BENEFITS	\$ 2.50 Pension
	\$.40 Training and Apprentice
	\$.10 BILAF
	\$18.80 Total Package

Effective March 1, 2002--\$1.00 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2003--\$1.00 per hour increase (in Wages and/or fringes at Union's option).

Effective March 1, 2004--\$1.10 per hour increase (in Wages and/or fringes at Union's option).

Section 3. 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 or LECET. 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 in this manner, it will serve written notice to the Association at least 60 days prior to the effective date of any annual wage installment due.

Section 4. Apprenticeship: The parties to this Agreement hereby incorporate into this Agreement the National 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 Bureau of Apprenticeship and Training of the U.S. Department of Labor for the Eastern portion of the State of Missouri, including the St. Louis Metropolitan area, under Registration Number MO-002-0386, 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 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 COMPLETE ALL OFF-THE-JOB RELATED INSTRUCTION AND TRAINING AS ASSIGNED AND SCHEDULED. APPRENTICES NOT COMPLETING CLASSES TO WHICH THEY ARE ASSIGNED AND SCHEDULED SHALL BE TERMINATED FROM THE APPRENTICESHIP PROGRAM. Any persons so terminated 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 Eastern Missouri Laborers' District Council or any of its affiliated Local Unions.

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 shall be paid a progressively increasing schedule of wages consistent with skills and knowledge acquired, as determined by the Joint Apprenticeship Committee. The apprentice wage rate for each period of the apprenticeship shall be based on the laborer rate for the work being performed.

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

Period 1 starting rate (probationary period)

75% of laborer hourly wage rate.

Period 2 completion of 500 hours of work

80% of laborer hourly wage rate.

Period 3 completion of additional 1,000 hours of work and 144 hours of off-the-job related IEP instruction

85% of laborer hourly wage rate.

Period 4 completion of additional 1,000 hours of work and additional minimum 72 hours of off-the-job related IEP instruction

90% of laborer hourly wage rate.

Period 5 completion of additional 1,000 hours of work and additional minimum 72 hours of off-the-job related IEP instruction

95% of laborer hourly wage rate.

Period 6 completion of additional 500 hours of work and ALL REMAINING off-the-job related IEP instruction

100% of laborer hourly wage rate.

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 offices 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, or the capability of the Laborers-AGC Training Center to provide the off-the-job related instruction or training is exceeded. 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 general laborers; two (2) apprentices when employing ten (10) or more general laborers; three (3) apprentices when employing fifteen (15) or more general laborers; four (4) apprentices when employing twenty (20) or more general laborers.

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 general laborer on the job.

Employers shall not employ Apprentices on any jobsite unless a competent and qualified general laborer is also employed by that same Employer on that same jobsite.

Apprentices shall be subject to the same working conditions as the Employer's 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.

No person who has previously been employed as a General Laborer shall be eligible for employment as an apprentice.

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.

Section 5. SHIFT WORK: Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

Where it is necessary, twelve (12) hour daily schedule shall be established for not less than three (3) consecutive days at wage rates applicable to the work being performed. On twelve (12) hour shifts, the starting time of each shift shall be 12:00 Noon and 12:00 Midnight with the pay scale equal for each shift at applicable wage rate for work being performed.

Shift work shall be governed by the same working rules as those covering a single eight (8) hour day after the completion of the first three (3) consecutive days at the straight time rates. Should inclement weather make it impossible to work after the first three (3) consecutive days, there shall not be a repetition of the consecutive rule when shift work is resumed.

Shift work may be moved forward or delayed in the same time increments as the 1st shift as noted in Article IV, Section 1, if mutually agreed upon by the Contractor and the Union.

ARTICLE XXII NO STRIKE CLAUSE

The Union agrees that it will not call a strike, whether general or sympathetic, or any work stoppage or slow-down of work or walkout by any of the employees covered hereunder by the Union, or any members of the Union, nor will the Union in any way support any action of the employees in engaging in any of the same, but on the contrary will do everything within its power to prevent such action. The Union further agrees that should any employees or Union agents engage in such activities without authority from the Union, the Union will:

- A. Request them to immediately return to work
- B. Advise them that they are violating the Agreement with the Employer, and
- C. Grant them no assistance.

ARTICLE XXIII ARBITRATION

Section 1. All grievances, disputes or claims (hereinafter called "grievances") which may arise with respect to wages, hours, or conditions of employment or the enforcement or interpretations of any of the terms of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article, with the exception of fringe benefits and jurisdictional disputes.

Step One -- The steward shall meet with foreman involved.

Step Two -- If the grievance is not settled in Step One, the steward and the foreman shall meet with the area superintendent

Step Three -- If the grievance is not settled in Step Two, the steward and the foreman shall meet with the general superintendent.

Step Four -- If the grievance is not settled in Step Three, the Business Representative of the Union shall meet with the general superintendent or the project manager.

Step Five -- Any differences will first be discussed by and between the parties involved, or Employer. If the matter cannot be adjusted at the job level it shall be referred by either party to a representative of the Union and a representative of the Association, or a non-Association Employer signatory to this Agreement. Any agreement reached in this fifth step will be final and binding on all parties. If, however, the representatives of the Union and the Association, or a non-Association Employer signatory to this Agreement cannot settle the matter satisfactorily it may be referred by either party to the Arbitration Board consisting of three members appointed by the Association, or by a non-Association Employer signatory to this Agreement and three members appointed by the Union.

Section 2. In the event the dispute is not resolved by the procedures provided above within twenty (20) days, either party may, within the following ten (10) days, serve upon the other written notice requesting that the dispute be resolved by arbitration. 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 arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Association, or a non-Association Employer signatory to this Agreement and Union arbitration representatives shall then seek to agree upon an impartial arbitrator. If within five days after the notice of intention to arbitrate has been mailed, no Impartial Arbitrator has been agreed upon, the Union and Association, or a non-Association Employer signatory to this Agreement representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five arbitrators. Upon receipt of the panel, the Union and Association, or a non-Association Employer signatory to this Agreement arbitration representatives shall alternately strike names until the panel has been reduced to one person who shall then be requested to serve as Impartial Arbitrator, should he be unable to serve, a new panel of five shall be requested from FMCS.

Section 3. 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 expenses of conduct in the arbitration hearing including the service 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 4. Work shall continue without abatement in accordance with the Employer's direction while the grievance procedure is followed.

Section 5. Any employee discharged or disciplined without just cause shall be restored to his former position with the Employer with all of his former employee's rights and with restitution for any lost wages.

Section 6. 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 and in 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 Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

ARTICLE XXIV OTHER AGREEMENTS

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

ARTICLE XXV PRE-BID CONFERENCE

In areas where open shop work is predominant or non-union 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 XXVI DRUG AND ALCOHOL TESTING

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work. Any Employer may require a blood alcohol content test or a urine drug test on any employee who has been involved in an accident on the job or when the Employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug or alcohol test must be carried out in a professional and accurate manner to insure accurate results.

The Union's role in this testing program is solely advisory. Nothing in this Agreement will make the Union liable to the Employer, any employee, or to any other person, and the Union will be held harmless from any damages. The Employer will not engage in any litigation against the Union.

An employee, at his discretion, shall have the right to be represented by a Union representative at any disciplinary hearing or meeting as a result of an Employer's drug or alcohol testing, and the Union retains the right to grieve or arbitrate any aspect of the drug testing program instituted by the Employer or any disciplinary action resulting from it under the grievance and arbitration clause of this Agreement. This clause can be amended at any time during the term of this Agreement with the approval of both the Union and the Association.

ARTICLE XXVII DURATION & TERMINATION

This Agreement shall be in force and effect from March 1, 2001 to and including February 28, 2005, and shall renew from year to year thereafter unless either party serves written notice upon the other of the intent to modify or terminate the Agreement not less than sixty (60) days prior to any expiration date. Upon service of notice of termination the parties promptly commence negotiations to the end of reaching a new modified agreement

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 28th day of February, 2001.

BUILDERS' ASSOCIATION OF MISSOURI

/s/ S. W. Baker
STEPHEN W. BAKER

LOCAL UNION NO. 840 OF THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AND THE EASTERN MISSOURI LABORERS' DISTRICT COUNCIL

/s/ Jim Henson
JIM HENSON, EMLDC

(FOR USE BY CONTRACTORS)

The undersigned hereby agrees with the Union to accept and be bound by all of the foregoing Agreement, and also agrees to be bound by all 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. **TO BE SIGNED BY OWNER OR CORPORATE OFFICER.**

Company _____
(Print)

By _____
(Signature) (Title)

Address _____
(Print)

(City) (State) (Zip Code)

Telephone _____
(Area Code)

Dated _____

Laborers' Local Union No. 840

By _____

Wage Scales

Start on

Next Page

COMMERCIAL LABORERS' WAGE RATE

Effective Dates	Hourly Wage Rate	this amount INCLUDED in the Hourly Wage Rate	these amounts in ADDITION to the Hourly Wage Rate				Total
		Supplemental Dues Amount	Pension	Welfare	Adv. Fund	Training and Apprentice	
March 1, 2001							
General Laborer	\$16.40	•	\$2.50	\$2.70	\$0.10	\$0.40	\$22.10
1st Semi-Skilled	\$17.15		\$2.50	\$2.70	\$0.10	\$0.40	\$22.85
2nd Semi-Skilled	\$17.15	•	\$2.50	\$2.70	\$0.10	\$0.40	\$22.85
March 1, 2002 (a)							
General Laborer		•			\$0.10	\$0.40	\$23.10
1st Semi-Skilled					\$0.10	\$0.40	\$24.10
2nd Semi-Skilled		•			\$0.10	\$0.40	\$24.00
March 1, 2003 (b)							
General Laborer		•			\$0.10	\$0.40	\$24.10
1st Semi-Skilled					\$0.10	\$0.40	\$25.60
2nd Semi-Skilled		•			\$0.10	\$0.40	\$25.00
March 1, 2004 (c)							
General Laborer		•			\$0.10	\$0.40	\$25.20
1st Semi-Skilled					\$0.10	\$0.40	\$27.10
2nd Semi-Skilled		•			\$0.10	\$0.40	\$26.10

*3% of gross wages (taxable income).

- (a) March 1, 2002 - General Laborer - One dollar (\$1.00) increase.**
 - 1st Semi-Skilled - One dollar and twenty-five cent (\$1.25) increase.****
 - 2nd Semi-Skilled - One dollar and fifteen cent (\$1.15) increase.******
- (b) March 1, 2003 - General Laborer - One dollar (\$1.00) increase.**
 - 1st Semi-Skilled - One dollar and fifty cent (\$1.50) increase.****
 - 2nd Semi-Skilled - One dollar (\$1.00) increase.******
- (c) March 1, 2004 - General Laborer - One dollar and ten cent (\$1.10) increase.**
 - 1st Semi-Skilled - One dollar and fifty cent (\$1.50) increase.****
 - 2nd Semi-Skilled - One dollar and ten cent (\$1.10) increase.******

****All increases to be taken in wages and/or fringes at Union's option.**

RESIDENTIAL LABORERS' WAGE RATE

Effective Dates	Hourly Wage Rate	this amount INCLUDED in the Hourly Wage Rate	these amounts in ADDITION to the Hourly Wage Rate				Total
		Supplemental Dues Amount	Pension	Welfare	BILAF	Training and Apprentice	
March 1, 2001	\$13.10	•	\$2.50	\$2.70	\$0.10	\$0.40	\$18.80
March 1, 2002 (a)		•			\$0.10	\$0.40	\$19.80
March 1, 2003 (b)		•			\$0.10	\$0.40	\$20.80
March 1, 2004 (c)		•			\$0.10	\$0.40	\$21.90

* 3% of gross wages (taxable income).

- (a) March 1, 2002 - \$1.00 increase to be taken in wages and/or fringe benefits at Union's option.
- (b) March 1, 2003 - \$1.00 increase to be taken in wages and/or fringe benefits at Union's option.
- (c) March 1, 2004 - \$1.10 increase to be taken in wages and/or fringe benefits at Union's option.