

536 workers  
9608



**LABORERS'**  
MARCH 1, FEBRUARY 28,  
**2001 - 2006**

**BUILDING AND INDUSTRIAL  
AGREEMENT**

Negotiated by

**SOUTHEAST MISSOURI  
CONTRACTORS' ASSOCIATION**

and

**THE EASTERN MISSOURI  
LABORERS' DISTRICT COUNCIL**

and

**LABORERS' LOCALS NO. 916 AND 1104**

and

**AFFILIATED WITH THE  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**



## INDEX

Article		Page
I	Purpose .....	1
II	General .....	2
III	Building and Construction "Definition.....	3
IV	Hiring Procedures and Transfer of Employees .....	3
V	Union Security .....	6
VI	Working Conditions .....	7
VII	Working Time and Overtime .....	11
VIII	Rates of Wages .....	15
IX	Stewards .....	17
X	Grievance and Arbitration Procedure.....	18
XI	Jurisdiction -- Job Description.....	20
XII	Work Assignment and Jurisdictional Disputes .....	23
XIII	Sub-Contractor Clause .....	24
XIV	Welfare, Pension, Training, LECET, and Vacation Funds – Supplemental Dues .....	25
XV	Classification of Rates of Wages.....	28
XVI	Apprenticeship .....	32
XVI	Non-Discrimination .....	35
XVII	Pre-Bid Conference .....	36
XVIII	Substance Abuse Policy .....	36
XIX	Composite Crew .....	38
XX	Effective Dates.....	38
	Schedule of Wage Rates	

**JURISDICTION OF  
THE FOLLOWING LOCALS**

**CONSTRUCTION AND GENERAL  
LABORERS' UNION LOCAL 916  
430 N. Washington  
Farmington, MO 63640  
Phone: (573) 756-4695**

**Iron, Madison, Perry, Reynolds,  
St. Francois, Ste. Genevieve**

**Business Manager, Norman Crocker**

**CONSTRUCTION AND GENERAL  
LABORERS' UNION LOCAL 1104  
773 Enterprise  
Cape Girardeau, MO 63703  
Phone: (573) 334-7722**

**Bollinger, Butler, Cape Girardeau,  
Carter, Dunklin, Mississippi,  
New Madrid, Pemiscot, Ripley,  
Scott, Stoddard, Wayne**

**Business Manager, Bill Borneman**

**EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL  
3450 Hollenberg Drive  
Bridgeton, Missouri 63044  
Phone: (314) 739-7270**

**Business Manager, Jim Henson**

## **BUILDING & CONSTRUCTION AGREEMENT**

Building and Construction agreement between the Southeast Missouri Contractors' Association for and in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer", and the Eastern Missouri Laborers' District Council and the Construction and General Laborers' Locals #916 and #1104 of the Laborers' International Union of North America, AFL-CIO, or such successor Local which may be designated by the Laborers' International Union of North America, hereinafter referred to as the "Union" for Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, St. Francois, Ste. Genevieve, Scott, Stoddard, and Wayne Counties, State of Missouri.

### **ARTICLE I**

#### **Purpose**

**Section 1.** The purpose of this Agreement is to establish the hours, wages, and other conditions of employment, and to adopt measures for the settlement of differences without interruptions by boycott, strikes, lockouts, or other causes.

**Section 2.** It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding on the parties of the Agreement during the term of this Agreement and any renewal thereof.

**Section 3.** It is understood and agreed that this Agreement is contractual and obligates the employees to be efficient and to promote efficiency among themselves, to observe rules and regulations of the Employers provided that by doing so there would be no violation of this Agreement or the Laws of the United States of America.

**Section 4.** Should any provision of this Agreement be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

## **ARTICLE II General**

**Section 1.** Workmen are to be paid wages applicable to the work performed and in return the Employers are to receive a fair and honest day's work without any slowing down or stoppage of work.

**Section 2.** Any temporary work assignment shall not be recognized as an original assignment binding on the parties until confirmed in writing by the Employer.

**Section 3.** The Employer is to be the sole judge as to the satisfactory performance of work by a workman. After reasonable notice has been given to the Union Representative by the Employer, the Employer may discharge any workman whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of his workmen.

**Section 4 (A).** This Agreement covers the Employer's operations on the jobsite and the Employer's operations of a temporary nature in specific support of the jobsite project, not to include permanent facilities nor the Employer's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, watchmen, timekeepers, parts men, superintendents, and assistant superintendents. None of the employees exempted in this paragraph shall be required to be members of any Union.

**Section 4 (B).** If the Union during the term of this Agreement subsequently enters into any Agreement with any Employer for similar work done within the jurisdiction of this Agreement upon terms which taken as a whole are more favorable to such Employer than are embodied in this Agreement, and if such more favorable terms, after notice by the Employer are allowed to continue in effect, the Association may substitute that Agreement for this Agreement during the remainder of this Agreement's term, provided further that if any such more favorable terms are granted to an Employer only for work on a particular project the terms of such Agreement may be substituted for this Agreement only if the Employer bids on that specific project, and the more favorable Agreement shall apply only for that specific project.

**ARTICLE III**  
**Building & Construction "Definition"**

It is expressly agreed and understood that the terms, conditions, working rules and wages of this Agreement shall apply only to work of the Employer, known as building and construction, such as hereinafter defined. Building and construction shall be defined to be any repair work or new construction work, from the clearing of the project site, until the completion of the entire project. Inclusive of any roads, streets, sidewalks, canals, drainage ditches, levees, sea walls, airports, parks, parking lots, railroads, electric, telephone, telegraph, gas, oil, water or any other transmission lines or conduits that comes within the private property lines of any commercial, industrial or institutional facilities, for the purpose of servicing such facilities, or that portion of any public dam that is being built for the purpose of generating power or electricity. The phrase commercial, industrial or institutional project or projects shall include factories, plants, mines, mills, smelters, warehouses, storage facilities, distribution facilities, commercial docks and harbors, fallout shelters, bomb shelters, training centers, schools, colleges, universities, churches, hotels, motels, recreation centers, shopping centers, stores, banks, multiple unit rental housing projects, subdivisions, and any other construction or repair work of a similar character, either construction above or below the ground.

**ARTICLE IV**  
**Hiring Procedure and**  
**Transfer of Employees**

**Section 1.** The Employer, recognizing that the Unions operate and maintain the only centralized sources of skilled manpower available to the construction industry within the State of Missouri and that the Unions, in order to properly represent the workmen must be notified of all manpower needs of and employment opportunities with the Employers both before the job begins and throughout its progress, agree as follows:

(A). At least forty-eight (48) hours before starting work on any job of five hundred thousand dollars (\$500,000) or over the Employer shall invite representatives of all Unions involved to a pre-job conference either on the jobsite 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 Employer 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 requirements in all the various crafts and classifications and the Unions will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements. On projects of less than five hundred thousand dollars (\$500,000) the Employer shall notify the Union having jurisdiction on the project, prior to commencing work, of manpower requirements and subcontractors who will be on the project.

(B). Subject only to the rights of the Employer to employ and transfer men under Section 2 of this Article, the Employer shall not employ workmen either to start a new job or to replace a workman or fill a new position on a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job or jobs available. The Employer shall not request the referral of more men than the number of available jobs. If he does so, those men referred, but not employed shall be reimbursed in the amount of two (2) hours' pay for the job they were referred to do. The Union shall fill the Employer's request for men qualified to perform the work involved as soon as possible.

(C). If the Union fails for any reason to refer applicants within twenty-four (24) hours, excluding weekends, 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 more than twenty-four (24) hours.

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

**(A).** Without regard for any of the limitations imposed by the preceding Section 1 of this Article, the Employer may bring in to any job from any place or Union jurisdiction up to two (2) men in the craft covered by this Agreement or twenty-five percent (25%) of all the men employed on the job in such craft, whichever number is the greater. Furthermore, the Unions agree to give due consideration to any Employer's request for additional men consistent with the purpose of this Section. Men furnished by the Employer shall be required to register with the Local Union office prior to employment on the jobsite. There shall be no restriction on the transfer of men within the jurisdictional area of the Local Union; not to exceed three (3) days unless the Employer calls the Business Representative.

**Section 3.** Should any Employer fail to hold a pre-job conference or refuse to request referrals of men as provided hereinabove, then the Unions 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 Business Agent or authorized representatives of the Business Agent and after at least a forty-eight (48) hour notice excluding Saturday and Sunday of intention to strike given by the Business Agent to the Employer's main office.

**Section 4.** Should any Employer refuse to employ an applicant referred by the Unions under the above provisions and such refusal is not for a good and just cause, then the Union may ask for arbitration. If so, the same arbitration procedure shall be followed as is set out in Article X of this Agreement. If the Unions win such arbitration, the applicant refused employment shall be made whole by the Employer for all losses suffered and shall be put to work on the job if the job he was referred to still exists.

## **ARTICLE V Union Security**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for and on behalf of all persons employed by the Employer and agrees that it will not bargain with any other representatives of said employees.

It is further agreed and understood that the Employer will make no other contract or agreement with the employees covered hereunder regarding wages, hours or working conditions; whether such other agreements or contracts be written or oral and regardless whether such other agreements or contracts be consistent or inconsistent with the terms thereof.

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 their 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 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. All present employees of the Employer who are members of the Union as of the date of the execution of this Agreement shall maintain their membership in the Union in good standing, subject to the limitations contained in the provision to Section 8 (A) (3) and Section 8 (B) (2) of the Labor Management Relations Act (1947), as amended as a condition of continued employment during the term of this Agreement. All other

present employees and all employees hired after the execution date of this Agreement shall acquire membership in the Union subject to the time limitation and membership qualification specified in Section 9 (A) (3) and Section 8 (B) (2) of the Labor Management Relations Act (1947) as amended and maintain such membership in good standing, during the term of this Agreement as a condition of continued employment. An employee may meet his or her obligation under this provision by paying a fee equivalent to the Union's initiation fee and periodic dues without becoming a member.

## **ARTICLE VI Working Conditions**

**Section 1.** The number of men to be employed is at the sole discretion of the Employer. The fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all such classifications, or to man any particular piece of plant or vehicle that happens to be on the work unless, in the opinion of the Employer and Business Agent, there is need for such a workman, so long as it does not infringe on work jurisdiction.

**Section 2.** Any workman may be shifted by the Employer from one classification of work to another classification of work, or from one piece of equipment to another piece of equipment, provided the workman is capable of performing the other work and is paid the rates of wages for the classification which provides the higher wage rate. Should any unforeseen emergency arise at a time when workmen are not available at the jobsite, work may be performed by any employee until workmen are secured.

**Section 3.** The Employer shall furnish clean, fresh drinking water and ice daily on all jobs during the summer months and when conditions warrant same, and shall furnish sanitary paper drinking cups, and water, as the first order of business after starting time. A laborer shall fill containers with ice and water on the jobsite and shall distribute such drinking water to various locations as needed on the project. The laborer distributing water shall also work on the job as required. The Employer shall furnish all tools and equipment used by employees.

**Section 4.** The Employer shall provide or arrange for access to suitable toilet facilities and first aid facilities on all jobs.

**Section 5. WEATHER GEAR** - The Employer shall furnish workmen rubber boots or five-buckle overshoes, at the Unions' discretion, and rubber coats, rain hats or hooded rain jackets and pants when necessary and working conditions warrant same. Above items shall be American made, when available.

**Section 6.** The Employer shall furnish a clean, adequate, suitable place properly heated when necessary in which workmen may change their clothes and eat lunch if to furnish such facility is practical with regard to the nature and type of the job or project concerned.

**Section 7.** The Unions agree not to interfere in any manner with the Employer's right to use any type or quantity of machinery, vehicle, tools, or appliances or method of operation. It is agreed that the Employer may secure materials or equipment from any market or source except prison made.

**Section 8.** The authorized representatives of the Unions may visit jobs during working hours, so long as they do not hinder or interfere with the progress of the work. The Employer will furnish proper transportation where the Union officials are not permitted to use their own means of transportation.

**Section 9.** All workmen employed under this Agreement shall be classified in accordance with the Schedule of Wages of this Agreement. Any questions relative to the classification will be settled by the Employer and the Union representative, or as hereinafter provided.

**Section 10.** 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.

**Section 11.** The Employers shall provide Workmen's Compensation Insurance against injury or occupational disease and unemployment compensation protection for employees whether or not required to do so by Missouri State Law.

**Section 12.** Workmen shall be on the job site or change shed at starting time and shall remain there until quitting time unless otherwise directed by the Employer.

**Section 13.** On the day of an injury resulting from a jobsite accident, the employee shall not suffer any loss for time spent receiving medical attention or if unable to return to work. However, if requested, the employee will furnish a doctor's certificate to the effect that he was unable to return to work.

**Section 14 (A).** Whenever a laborer is working on a location where no other men are working and if that laborer's safety requires that another person be within call, an additional employee shall work within call.

**Section 14 (B).** The Employer, in recognition of the fact that an effective accident prevention program is essential, not only to the safety and welfare of the employees but to the efficient prosecution of the work, agrees to make effective use of accident prevention information and aids available from the Association and to insure that such information and education material is made available to individual employees on the project.

**Section 14 (C).** No employee will be, required to undergo any medical or physical examination as a condition of employment or continued employment, unless the job warrants.

**Section 15.** On all pier holes, adequate protection shall be maintained around the perimeter on holes of a sufficient height to prevent debris and excavated materials from falling or being kicked into pier holes. All men working pier holes must wear safety hats at all times.

**Section 16.** On trench excavations, all trenches having vertical walls must be braced or shored, to protect the workmen in the trench, according to OSHA standards.

**Section 17.** Where hard hats are required, they shall be furnished by the Employer. Whenever used hard hats are issued, they shall have new liners inserted, or the old webbing sterilized. In winter, or whenever conditions warrant, the Employer shall also furnish new helmet liners. The employee shall be held responsible for the return of such hats.

**Section 18.** Employees shall not be required to work with unsafe tools and equipment or without adequate safety appliances at any time, nor shall employees be called upon at any time to work under conditions that do not make for the utmost safety in the performance of their work. When the Employer or his representative have been notified by the Business Manager of the Union, that an unsafe condition exists, no work shall be performed on that portion of the job until the unsafe condition has been corrected.

**Section 19.** When temporary heating is done with salamanders or any portable self-contained heater, Laborers' working on same shall receive the basic rate of straight time for all time worked, not to exceed eight (8) hours in any calendar day, or forty (40) hours in the period Monday through Friday, irrespective of whether or not time worked falls within the regularly scheduled work day hours. For all time worked in excess of eight (8) hours in any calendar day, or in excess of forty (40) hours in the period of Monday through Friday (including not only heating work, but all other work), and for all such time on Saturdays, Sundays, or Holidays, employees shall receive contractual overtime rate.

**Section 20. Foremen --** When three (3) laborers are employed, one (1) laborer must be classified as a working foreman and shall receive the foreman's rate of pay. When twelve (12) employees are employed there shall be an additional foreman classified as a working foreman until such time as each foreman has eight (8) men in his crew. At such time, there shall be a general labor foreman employed.

The Laborer foreman shall receive forty-five cents (\$.45) per hour above the highest paid man. The general foreman shall receive forty-five cents (\$.45) per hour above the labor foreman. The foreman and general labor foreman are to be appointed by the Employer on all jobs.

It is understood that no foreman can hold the job as steward and all foremen must have been a member of the Local Union having jurisdiction over the job site for two (2) years or must have two (2) years' previous experience as a foreman.

**Section 21. Creosoted Materials --** Employees handling or working with any creosoted material, piling or lumber which is treated with products that are irritating shall receive twenty-five cents (\$.25) per hour above regular rate of pay.

## **ARTICLE VII**

### **Working Time and Overtime**

**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 agreeable.

On single shifts, employees shall receive time and one-half for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided for herein. A thirty (30) minute lunch period shall be approximately in the middle of the shift period between 11:30 am. and 1:00 p.m. Work through the lunch hour will be paid for at the rate of time and one-half. Starting time may be delayed one hour (9:00 a.m.) by the Employer for all crafts between October 15 and April 15, due to the Federal Daylight Savings Time Act, on a project basis. The advanced or delayed starting time shall remain in effect for the duration of the project unless changed by mutual agreement.

Forty (40) hours shall constitute a week's work, Monday through Friday. When men are employed for more than eight (8) hours in a single shift or more than forty (40) hours per week or on Sundays or Holidays, the employees performing the work during the regular work week shall work the overtime.

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. However, in the event that the laborer working such make-up day is assisting another craft drawing overtime pay, the laborer shall receive the same overtime multiple as the craft assisted.

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 forty (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 work force 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. However, in the event the laborer working such ten (10) hour days is assisting another craft drawing overtime pay, the laborer shall receive the same overtime multiple as the craft assisted.

**Projects That Cannot Be Performed During Regular Workday:** Building construction work, if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$.50 per hour for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus the \$.50 per hour premium

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

**Section 2. Holidays --** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day Nov. 11 (or any other day mutually agreed upon), Thanksgiving Day, and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double the regular rate of pay for such work.

**Section 3. Shifts** – The Employer may elect to work one, two or three shifts on any work covered by this Agreement. When operating more than one shift, the shifts shall be known as the 'day' shift, 'swing' shift, and the 'graveyard' shift, as such terms are recognized in the industry. The Employer shall give twenty-four (24) hours' notice prior to any change in starting time in the work day or work shift. When two or more shifts are worked on any operation, the first shift or day shift will consist of eight (8) hours exclusive of lunch time; the second or swing shift shall consist of eight (8) hours' work for eight and one-half hours' pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours' work for nine (9) hours' pay exclusive of lunch time.

When men are working on shift work that requires constant attention, they shall eat their lunch close enough to their work so they can take care of any emergency.

There shall be at least one foreman on each shift where more than one shift is employed, provided there are more than two (2) employees on the second or third shift.

Multiple shift (the second or third shifts) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation.

However, no shift shall be started between midnight and 6:00 a.m. except the graveyard shift on a three (3) shift operation, or except in unusual or emergency situations, or by agreement between the Employer and the Union, regardless if the project is working one (1) or two (2) shifts.

**Section 4. Show Up Time** -- All men are expected to report for work each morning and afternoon if employees are not called by the Employer a minimum of one and one-half hours before starting time. In the event the employee has no telephone, he shall call collect. The one and one-half hour notice may be increased if additional time is needed for an employee to receive notification prior to his leaving home so as to arrive on the job prior to starting time. Employees shall be paid one (1) hour show-up time. When employees report for work at their regular starting time, if started to work, they must be allowed four (4) hours' pay. If prevented from working a full day because of inclement weather or weather conditions only, the employee shall be paid for "time worked" over one hour.

**Section 5. Breaks** -- There will be no organized breaks. When breaks are taken, they shall be taken in the immediate work area.

**Section 6. Lunch And Suppertime** -- If it becomes necessary that a man must work through his lunch period, he shall be paid for that time at one and one-half the regular rate of pay.

When employees are required to work more than ten (10) hours, they shall be allowed one-half hour for suppertime at the overtime rate and they shall be allowed an additional one-half hour for suppertime at the overtime rate for every four (4) hours worked thereafter. Suppertime, however, may be, by mutual agreement, changed to correspond with that of the majority of the crafts employed on any particular job.

**Section 7. Workday And Overtime** -- All time over the regular work day as defined and all hours worked on Saturday shall be paid at the rate of one and one-half the regular rate of wages.

**Section 8.** New employees who start work later than 8:00 a.m. the first day will receive pay for hours worked from the time they arrive on the job until quitting time providing twenty-four (24) hours' notice has been given.

**Section 9.** No overtime rates shall be broken down into less than thirty (30) minute units of time, inclusive of sufficient time to put away the tools in the ten (10) minute change period. There shall be no pyramiding of overtime.

**Section 10.** Employees working on or in silos, chimneys or stacks, shall be covered by the working conditions and wage rates set forth in the current Agreement for stacks, chimneys and silos, between the Employer and the Laborers' International Union of North America, AFL-CIO.

**Section 11.** The employees working the construction of concrete natural draft cooling towers, shall be covered by the working conditions and wage rates set forth in the current Agreement for Natural Draft Cooling Towers, between the Employers and the Laborers' International Union of North America, AFL-CIO.

**Section 12.** The Union shall have the option of any date a wage increase becomes effective under the terms of this Agreement, to take all or any portion of said wage increase and apply the amount to either the welfare, pension, or training and apprenticeship. The Employer shall be notified by the Union, thirty (30) days in advance of any wage increase, if there is going to be a change and stating what amount of wage increase is to be used and to which fund or funds, it shall be applied.

## **ARTICLE VIII Rates of Wages**

**Section 1.** Hourly rates of wages for each classification of labor are set forth in the attached Schedule of Wage Rates, and the rates of wages shown in that Schedule shall apply to all work and to every workman covered by this Agreement.

**Section 2.** The Unions agree that no demand for any increase in any wage rate above that specified in the Schedule of Wage Rates will be made on any job.

**Section 3.** Wages, in cash or collectible check, shall be paid to workmen weekly at the end of the shift not later than four (4) work days after the pay period. Check stubs shall show all overtime hours and straight time hours, total wages and itemized deductions. Failure on the part of the Employer to comply with this provision shall entitle the employee to one (1) day's pay for every twenty-four (24) hours from the date of the required pay day provided the delay is occasioned by the willful negligence of the Employer or his agents.

Any Employer who fails to have sufficient funds in the bank to meet all pay checks issued to employees shall be liable also for the cost of collecting the amount due. Any Employer who repeatedly defaults may be deprived of the right to pay by check.

**Section 4.** If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

Any employee who is discharged or laid off shall be paid in full without undue delay or the penalty provisions of Section 3 of this Article will apply. Any employee laid off more than five (5) working days will be considered a permanent lay off.

**Section 5.** In the event of multiple layoffs, arrangements will be made between the Employer and the Local Union for pay checks to be mailed to employees within forty-eight (48) hours. The employees shall furnish the correct mailing address to the Employer before leaving the job.

**Section 6.** An employee working at more than one classification in any day shall receive the rate of pay of the highest classification on which he was employed for all hours worked that day.

**Section 7. Voting Time For Employees -- RS MO.** Section 129.060-1. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election, shall on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and, any such employee if he votes, shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; 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 of the polls during which said employee may absent himself as aforesaid.

**Section 8.** After an employee has been employed by the Employer for a period of one (1) year, the Employer shall grant a leave of absence for a reasonable length of time but in no event to exceed two (2) weeks, when requested by the employee five (5) days in advance.

**Section 9. A.** Rates of wages and fringe benefits as set forth in this agreement in effect on the date an Employer signatory to this agreement bids on a project covered thereby shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twelve (12) months from the bid date. On the first anniversary of the project, if the project continues, the wages and fringes will be increased by an amount equal to the effective wage and fringe increases in the first year after the date of the original bid letting. The same procedure shall apply on all subsequent anniversaries.

**B. Health and Welfare benefits on all projects shall be the current effective rate regardless of the project bid date.**

This Section shall be subject to the enforcement provisions of Section 7 of Article XIV.

## **ARTICLE IX Stewards**

**Section 1.** The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. 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 the first person hired and the last person to be laid off, if he is capable of performing the work.

**Section 2.** The Steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

**Section 3.** If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, 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.

**Section 4.** A steward may be transferred or discharged for cause, but such cause shall be discussed with the business representative of the Union before transferring or discharging said steward.

**Section 5.** The steward shall not stop the Employer's work for any reason, and shall not leave the project during normal working hours unless no telephone is available on the job site, or unless authorized to do so by the Employer. The steward shall not call the business representative concerning unsafe conditions or other matters relating to the administration of the contract, unless and until he has first discussed the problems concerned with management's representative on the project.

**Section 6.** Should any employee require medical attention or meet with an accident while at work, and it is necessary for someone to accompany the injured employee, the steward may accompany him to immediate attention, or the doctor 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 the contractual overtime rate, but not to exceed one (1) hour, unless other satisfactory arrangements are not made by the Employer.

**Section 7.** No steward has the right to call a work stoppage or strike and such conduct by a steward shall be held to be without the authorization of the Union.

## **ARTICLE X**

### **Grievance & Arbitration Procedure**

**Section 1.** Except as provided in Article IV, Section 3, and in Section 5 of this Article, the Unions agree that during the term of this Agreement neither they nor any of them will cause, authorize, or permit or take part in any strike, slowdown, sit-down, picketing or cessation of work, and the Employers agree that during the term of this Agreement they will not suspend work or lock out their employees.

**Section 2.** All grievances, disputes or claims (hereinafter called "Grievance") except jurisdictional disputes which may arise with respect to wages, hours or conditions of employment, or the enforcement or interpretation of any of the terms of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article:

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

**Step Two** -- Any grievance not resolved at step one shall be reduced to writing. The Employer and the Union's Business Representative shall meet within five (5) working days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Employer or his Representative within three (3) working days thereafter:

**Step Three -- Arbitration:** In the event the dispute is not settled at Step Two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) working days after the receipt of the Step Two meeting written reply by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken without good cause 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 Employer and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator. If within ten (10) working days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and the Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of seven (7) arbitrators. Upon receipt of the panel, the Union and Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as an impartial arbitrator; should he be unable to serve, a new panel of seven (7) 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 conducting the arbitration hearing including the services of the impartial arbitrator are to be shared equally by the Employer and the Union. The Union and the Employer will pay for their respective arbitration representatives.

**Section 4.** In cases where the arbitrator finds that an employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

**Section 5.** Except as to violations of Article XIII, 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 the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such settlement, or for the Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

## **ARTICLE XI**

### **Jurisdiction -- Job Description**

(a) Mason Tenders shall build and take down all scaffolding whether upright, pole, lookouts, or trestle scaffolds on which Brick Masons or Mason Tenders work. Mason Tenders shall be used exclusively in the distribution of all lintels and reinforcing steel used by the Brick Mason. Mason Tenders shall operate all power equipment and machinery, including forklifts, mortar buggies, conveyors, mixers, pumps, brick buggies, front end steer loaders and related equipment for the purpose of furnishing materials and equipment or otherwise servicing exclusively the Mason. Mason Tenders shall be used for all cleaning of Masonry and other type walls and windows.

(b) Excavation for building and all other construction; dredging, drainage, sewer and pipeline excavating; digging of trenches, piers, foundations, holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, and cofferdams; digging of all conduits for electrical, telephone and telegraph lines and fence post holes; rodman for surveying; set up and operation of laser instruments; grade checking of site work and building work.

(c) Preparation of concrete for walls, foundations, floors and all other construction; mixing, handling, conveying, pouring, vibrating, gunning, and otherwise applying concrete, whether done by hand or by any other process; wrecking, stripping, dismantling and handling of concrete, whether done by hand or by any other process; wrecking, stripping, dismantling and handling of concrete forms and false work, and building of centers for fireproof purposes; operating all concrete mixers; performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or shifting of forms; hand mixing of all mortar for concrete finish and tending to cement finishers in the construction of building walls, bridges, curbs, fences, and machinery foundations; making and grading footings, fireproof

gutters, sidewalks, steps, coping and concreting around illuminating tile; servicing of all concrete vibrators and handling, unloading, conveying of all concrete materials and aggregates; all monumental work, concrete floors, mastic floors, concreting under asphalt; paving in and out of building; mixing all cement and other compounds used for such purposes, including the cooking, handling, and preparation, raking and spreading of asphalt, tar and other mastics on wooden blocks or otherwise; handling of all materials to and from mixers and all devices and to convey materials to and from mixers; handling of all runways and scaffolds for concrete, operating concrete motor buggies; handling of concrete chutes and chute lines, hanging of metal chutes and cleaning of all concrete chutes whether of wood or metal; the cleaning of concrete mixers, skips, hoppers and towers; the roughing of all concrete where spills are set and chipping tools are required in cleaning, whether mechanical or hand tools, all leveling, tamping and spreading; all labor on cement guns, mixing, preparing and conveying all gypsum and plastic materials; drying of concrete or other materials by salamander or other artificial heat of any kind; hoisting and setting of precast slabs and concrete tile; concrete pumps set-up men and nozzle men.

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

(e) Excavation, preparation, concreting, asphalt and mastic paving; ramming, curbing, flagging and surfacing of streets, ways, and courts; and the grading and landscaping thereof.

(f) Cutting of streets and ways for laying of conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials for same, backfilling, grading and resurfacing of same.

(g) Construction of shafts, tunnels, subways, caissons, and culverts.

(h) All work performed in the construction of sewer lines, water lines, drainage lines, conduit in connection with all piping, sewage disposal plants, purifying plants, water pollution plants, and pumping stations.

**(i)** All demolition work and blasting, jackhammering, pavement breaking, and drill running and start drilling when done by hand, mechanically or compressed air mechanism, sandblasting and gunnite work.

**(j)** Operating of compressed air devices, compressed air or tunnel work, caisson work, lock tenders and gauge tenders. The installation and maintenance of all dewatering equipment.

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

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

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

**(n)** Clearing, excavating, filling, backfilling, grading, sodding and landscaping of all sites for all purposes.

**(o)** The demolition, removal or encapsulation of hazardous waste material, including low-level radioactive contaminated materials.

**(p)** Skid Steer loaders and tractors of 55 horsepower or less for the sole use of the signatory contractor.

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

**(r)** The demolition, removal or encapsulation of asbestos material.

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

(t) The demolition, removal or encapsulation of lead.

## **ARTICLE XII**

### **Work Assignment & Jurisdictional Disputes**

**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 Employer 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 claim for work assignments and jurisdiction which encroach upon the 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 the manner contemplated by any existing or future made Agreements between the Unions involved.

**B.** In the absence of any of the foregoing, work shall be assigned in accordance with the established practice in the local area.

**C.** In the absence of any of the foregoing, work shall be assigned in accordance with any agreement or understanding reached by and between the Employer and the Unions which have an interest therein.

**D.** 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 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.

**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 assist representatives to seek settlement of the dispute.

The Union and the Employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

### **ARTICLE XIII Sub-Contractor Clause**

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. as follows:

**A.** The Employer shall make adequate provisions in the subcontract agreement or understanding with subcontractor(s) 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.

**ARTICLE XIV**  
**Welfare, Pension, Training, and LECET –**  
**Supplemental Dues**

Pension, welfare, training, LECET and supplemental dues to be submitted to the Construction Industry Laborers' Welfare Fund.

Training and Apprenticeship Fund – 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 the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund.

The Employer agrees to accept and be bound by the Agreement and Declaration of Trust creating the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund including any amendments heretofore made or which may be made during the life of this Agreement to said trust instrument and further authorizes trustees of said trust to act for and on Employer's behalf in all lawful actions.

Primary purpose of the Fund, as set forth in the trust instrument shall include vocational training and advanced training of laborers in educational and informational programs designated by the trustees as necessary or desirable, and apprentice training.

This section shall be subject to enforcement provisions in this Agreement.

**Section 1.** The Employers who accept and sign this Agreement also agree that the Trust Agreement of the Construction Industry Laborers' Welfare Fund is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in, and pay into the Construction Industry Laborers' Welfare Fund the appropriate amounts of contributions (Specific amounts will be noted on wage schedules) per hour for each hour worked by employees covered by this Agreement

**Section 2.** The Employers who accept and sign this Agreement also agree that the Trust Agreement of the Construction Industry Laborers' Pension Fund is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in and pay into the Construction Industry Laborers' Pension Fund the appropriate amounts of contributions (Specific amounts will be noted on wage schedules) per hour for each hour worked by employees covered by this Agreement.

**Section 3.** The Employers who accept and sign this Agreement also agree that the Trust Agreement of the Laborers-Employers Cooperation and Education Trust (LECET) is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in the Trust.

**Section 4.** Payment shall be made to the Welfare and the Pension Fund offices not later than twenty (20) days following the month in which the work was performed. Should payment be made later than twenty (20) days following the month in which the work was performed the Employer agrees to add ten percent (10%) to the amount due as a penalty.

**Section 5.** The Employer also agrees to permit representative of the Welfare Fund and Pension Fund offices to examine payrolls, social security reports and other records necessary to determine amounts due the Welfare Fund and Pension Fund Offices under this Article of the Agreement, provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

**Section 6.** It shall be compulsory that the Employer furnish a duplicate copy of the Welfare and Pension Fund reports monthly to the office of the Local Union through which the Employer's employees are members.

**Section 7.** Any Employer who does not comply with and make payments into the Welfare Fund, Pension Fund, Training Fund, LECET Fund and Supplemental Dues Fund as provided for herein, shall be liable for all delinquency claims and for benefits denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent in its payments to the Welfare and Pension Fund. Such Employer agrees to reimburse such employees who have been denied benefits, their heirs, survivors or their estates in an amount equal to that which would have been paid by certificate through the Welfare or Pension Fund Office.

In the event the Employer fails to make prompt and timely reports as required and payment of the contributions due to the Welfare Funds, Pension Funds, Training Funds, LECET Funds, and Supplemental Dues Fund, the Union, following seventy-two (72) hours' written notice by the Welfare Fund and Pension Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereto, it is agreed that the above contributions due, plus a late payment penalty equal to ten percent (10%) of the contributions due, constitute a debt owed by the Employer to said respective Funds Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action the Employer agrees to pay in addition to the amount found due of such debt, (including the late penalty), all court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent of the total amount for which judgment is rendered.

Liquidated Damages -- Employers agree to add twenty percent (20%) to the amount due as liquidated damages and not as a penalty if it becomes necessary for any fund to file suit against an Employer for delinquent payment of money due any fund. In addition to the twenty percent (20%) liquidation damages, the Employer agrees to pay interest and all litigation costs, including attorney fees.

**Section 8. Supplemental Dues** -- The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to three percent (3%) of the applicable gross wages.

It is specifically understood that no supplemental dues shall be deducted from any employees 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.

**ARTICLE XV**  
**Classification of Rates of Wages**

**COUNTIES OF LABORERS' LOCAL 916**  
**Effective March 1, 2001,**  
**through February 28, 2006:**

**Classification for Rate of Wages for Iron, Madison, Perry, Reynolds St. Francois, and Ste. Genevieve Counties, in Missouri.**

**On all jobs--Base Pay Rate:**

<b>General Laborer:</b> .....	<b>\$15.35</b>
<b>(Less supplemental dues check-off of 3% of gross wages.)</b>	
<b>First Semi-Skilled Laborer:</b> .....	<b>\$16.40</b>
<b>(Less supplemental dues check-off of 3% of gross wages.)</b>	
<b>Second Semi-Skilled Laborer:</b> .....	<b>\$15.85</b>
<b>(Less supplemental dues check-off of 3% of gross wages.)</b>	

**Effective March 1, 2002 -**

- General and 2<sup>nd</sup> Semi-Skilled Laborer:** One dollar (\$1.00) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer:** One dollar and ten cent (\$1.10) increase (in wages and/or fringes at Union's option).

**Effective March 1, 2003 -**

- General and 2<sup>nd</sup> Semi-Skilled Laborer:** Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer:** One dollar (\$1.00) increase (in wages and/or fringes at Union's option).

**Effective March 1, 2004 -**

- General and 2<sup>nd</sup> Semi-Skilled Laborer:** Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer:** Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).

**Effective March 1, 2005 -**

- General and 2<sup>nd</sup> Semi-Skilled Laborer:** Seventy-five cent (\$.75) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer:** Seventy-five cent (\$.75) increase (in wages and/or fringes at Union's option).

**First Semi-Skilled -- Mason Tenders**

**Second Semi-Skilled** -- includes air tool operator, paving breaker, jackhammer, tamper operator; gas, diesel, or electric wagon drill, vibrator, bottom man, head tile setter on sewer, powderman, grade checker, cutting torch, laser beam man, nozzleman on concrete pump, plumber laborer, and hazardous waste, and/or lead, and/or asbestos removal, disposal, demolition or encapsulation, water blaster over 2,000 PSI.

To be added to Base Pay:

Welfare .....	\$ 2.70
Pension.....	\$ 3.00
Training and Apprenticeship.....	\$ .40

Wage Rates for Residential Laborers in Iron, Madison, Reynolds and St. Francois Counties, in Missouri shall be:

On all jobs--Base Pay Rate:

General Laborer.....	\$14.85
(Less supplemental dues check-off of 3% of gross wages.)	

Effective March 1, 2002 – One dollar (\$1.00) increase (in wages and/or fringes at Union's option).

Effective March 1, 2003 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).

Effective March 1, 2004 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).

Effective March 1, 2005 – Seventy-five cent (\$.75) increase (in wages and/or fringes at Union's option).

To be added to Base Pay:

Welfare .....	\$ 2.70
Pension.....	\$ 3.00
Training and Apprenticeship.....	\$ .40

Residential Laborers in the Counties of Ste. Genevieve and Perry shall be:

On all jobs--Base Pay Rate:

General Laborer.....	\$13.80
(Less supplemental dues check-off of 3% of gross wages.)	

- Effective March 1, 2002 – One dollar (\$1.00) increase (in wages and/or fringes at Union's option).
- Effective March 1, 2003 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- Effective March 1, 2004 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- Effective March 1, 2005 – Seventy-five cent (\$.75) increase (in wages and/or fringes at Union's option).

To be added to Base Pay:

Welfare .....	\$ 2.70
Pension.....	\$ 3.00
Training and Apprenticeship.....	\$ .40

**COUNTIES OF LABORERS' LOCAL 1104**  
**Effective March 1, 2001,**  
**through February 28, 2006:**

**Classification for Rate of Wages for Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Mississippi, New Madrid, Pemiscot, Ripley, Scott, Stoddard and Wayne Counties, in Missouri.**

**Base Pay Rate:**

General Laborer.....	\$14.15
(Less supplemental dues check-off of 3% of gross wages.)	
First Semi-Skilled Laborer: .....	\$15.22
(Less supplemental dues check-off of 3% of gross wages.)	
Second Semi-Skilled Laborer:.....	\$14.47
(Less supplemental dues check-off of 3% of gross wages.)	

**Effective March 1, 2002 –**

- General and 2<sup>nd</sup> Semi-Skilled Laborer: Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer: One dollar and ten cent (\$1.10) increase (in wages and/or fringes at Union's option).

**Effective March 1, 2003 –**

- General and 2<sup>nd</sup> Semi-Skilled Laborer: Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).
- 1<sup>st</sup> Semi-Skilled Laborer: Eighty-five (\$.85) increase (in wages and/or fringes at Union's option).

Effective March 1, 2004 –

General and 2<sup>nd</sup> Semi-Skilled Laborer: Eighty cent (\$.80) increase (in wages and/or fringes at Union's option).

1<sup>st</sup> Semi-Skilled Laborer: Eighty cent (\$.80) increase (in wages and/or fringes at Union's option).

Effective March 1, 2005 –

General and 2<sup>nd</sup> Semi-Skilled Laborer: Seventy cent (\$.70) increase (in wages and/or fringes at Union's option).

1<sup>st</sup> Semi-Skilled Laborer: Seventy cent (\$.70) increase (in wages and/or fringes at Union's option).

**First Semi-Skilled – Mason Tenders**

**Second Semi-Skilled** – includes air tool operator, paving breaker, jackhammer, tamper operator; gas, diesel, or electric wagon drill, vibrator, bottom man, head tile setter on sewer, powderman, grade checker, cutting torch, laser beam man, nozzleman on concrete pump, plumber laborer, and hazardous waste, and/or lead, and/or asbestos removal, disposal, demolition or encapsulation, water blaster over 2,000 PSI.

To be added to Base Pay:

Welfare .....	\$ 2.70
Pension.....	\$3.00
Training and Apprenticeship.....	\$ .40

Residential Rate will be \$11.80 per hour (includes supplemental dues in the amount of 3% of gross wages), for the Counties of Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Mississippi, New Madrid, Pemiscot, Ripley, Scott, Stoddard and Wayne, plus pension, welfare, and training & apprenticeship contributions.

Effective March 1, 2002 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).

Effective March 1, 2003 – Eighty-five cent (\$.85) increase (in wages and/or fringes at Union's option).

Effective March 1, 2004 – Eighty cent (\$.80) increase (in wages and/or fringes at Union's option).

Effective March 1, 2005 – Seventy cent (\$.70) increase (in wages and/or fringes at Union's option).

## **ARTICLE XVI Apprenticeship**

The parties to this Agreement hereby incorporate into this Agreement the Apprenticeship Standards for the Apprenticeable Occupation of Construction Craft Laborer (D.O.T. #869.463-580), as registered and approved on October 23, 1995 by the 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)  
\$3.75 per hour less than the laborer rate.
- Period 2 completion of 500 hours of work  
\$3.00 per hour less than the laborer rate.
- Period 3 completion of additional 1,000 hours of work and 144 hours of off-the-job related IEP instruction  
\$2.25 per hour less than the laborer rate.
- Period 4 completion of additional 1,000 hours of work and additional minimum 72 hours of off-the-job related IEP instruction  
\$1.50 per hour less than the laborer rate.
- Period 5 completion of additional 1,000 hours of work and additional minimum 72 hours of off-the-job related IEP instruction  
\$.75 per hour less than the laborer 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.

## **ARTICLE XVII Non-Discrimination**

**Section 1.** The Employers and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of his or her age, sex, race, creed, religion, color, national origin, being handicapped, or being a Vietnam era or a disabled veteran. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, national origin or age. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or other forms of compensation; and selection for training.

**Section 2.** The Union agrees that it will not discriminate against any applicant for employment or referral because of race, creed, sex, national origin, age or being a Vietnam era or disabled veteran. The Union further agrees to refer applicants for employment without discrimination as to race, creed, color, sex, national origin, age or being a Vietnam era or a disabled veteran, and refer them without discrimination because of race, creed, color, sex, national origin, age or being a Vietnam era or disabled veteran as their turn comes up on the hiring list, or as otherwise specified by the collective bargaining agreement, if their qualifications meet those required by the Employer.

**Section 3.** The Employer and the Union agree to comply with all the provisions of Title VII of the Civil Rights Act of 1964 and relevant orders of the Equal Employment Opportunity Commission established thereunder, Executive Order 11246 and the rules, regulations and relevant orders of the Office of Federal Contract Compliance of the US Department of Labor.

### **ARTICLE XVIII 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 XIX Substance Abuse Policy**

The employees of the Employer are its most valuable resource. The company is concerned about the health, safety, satisfactory job performance and well being of its employees. The use, abuse, of chemical substances can seriously affect the health of employees, threaten their own safety and that of others, and seriously impair job performance. It is the intent of the Employer to provide a safe place to work by deterring the misuse/abuse of illegal substances that create a threat to the safety and health of our employees and customers.

Illegal drugs, for the purpose of this policy, include:

- A. Drugs which are not legally obtained.
  - B. Drugs which are legally obtainable but have been obtained illegally.
  - C. Drugs which have been legally obtained but are not being used in the prescribed manner or for the purposes prescribed.
1. The use, possession, or sale of illegal drugs in the workplace may result in disciplinary action up to and including termination of employment.

2. If there is evidence of the illegal sale of drugs or possession of illegal drugs at the workplace, the proper law authorities may be notified. Any employee engaging in the sale of such illegal drugs on company premises, or at company job sites, may receive disciplinary action up to and including termination.
3. The use of illegal drugs other than on company property and during hours other than in company time is not acceptable because it can affect job performance.
4. Alcohol abuse is different from illegal drug abuse. Alcohol is not illegal. To drink or not to drink is the prerogative of the employee. No employee, however, should report to work while impaired by alcohol use.

Any employee engaging in the use of alcohol beverages on company property, in company owned vehicles, or at company job sites, (other than company approved functions) may be subject to disciplinary action up to and including termination.

The use of any legally obtained drug, including alcohol, to the point where such use adversely affect the employee's job performance is prohibited.

An employee employed in a sensitive position, or where the owner stipulates such, will be required to submit to a drug and alcohol screening before performing work in the sensitive area or on that jobsite.

Any employee involved in a job related accident or injury, vehicle or workmen's compensation, or where there is reasonable suspicion, may be required to submit to a drug and alcohol screen test. Failure to submit to the drug and alcohol screen test may result in disciplinary action up to and including termination.

In order to enforce this policy, it may be necessary to require appropriate biological specimens from both job applicants and/or current employees. When this activity is required, all testing will be conducted by a company approved medical testing laboratory that has been licensed by the State of Missouri.

A company approved consent/release of liability form will be signed by each applicant/employee when specimen is required. The employee/applicant can refuse urinalysis, but refusal may presume a positive result for purposes of employment or continued employment.

## **ARTICLE XX Composite Crew**

In order to insure economical operation, the Employer may establish a composite crew whose function is to perform necessary work on the job site.

A. If established, such crew will consist of the Crafts in such proportions as agreed upon by the Union and the Employer as are respective to the types of work to be performed.

B. Members of said crew will work on all work, regardless of jurisdiction, assigned to said crew.

C. Said crew make up will only apply as it pertains to each individual job site, and nothing herein is intended to change the recognized craft jurisdiction of the crafts involved or the recognition thereof by the Employer.

D. Any time a Laborer works in a composite crew, where the make up has to be 50-50 by agreements with other trades, his rate of pay, including fringes for work in the composite crew shall not be less than any of the other basic trades in the composite crew doing similar work.

## **ARTICLE XXI Effective Dates**

This agreement is made and entered into on the twelfth day of February, 2001, between the undersigned Contractors' Association and the undersigned Labor Organization.

The parties agree to be bound by all the terms and conditions of this collective bargaining Agreement.

This Agreement shall take effect and remain in full force from March 1, 2001, through February 28, 2006, and shall continue in full force and effect from year to year.

Any party desiring a change in same must notify the other party in writing no less than sixty (60) days nor more than ninety (90) days prior to the annual date of the change desired. Any party so notified must grant a hearing to the party desiring such change.

Wherefore, the parties hereto have caused this instrument to be executed in their behalf.

BY: /s/ Kent B Kiefner  
Kent Kiefner, Chairman of the Negotiating  
Committee for the Southeast Missouri  
Contractors' Association

BY: /s/ Jim Henson  
Jim Henson, Business Manager  
for the Eastern Missouri Laborers' District Council  
and Laborers' Locals #916 and #1104 affiliated  
with the Laborers' International Union of North America, AFL-  
CIO

## 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 subsequent agreements, renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days or more than ninety (90) days prior to any termination date. The undersigned understands that no Union business representative, officer or agent has any authority to enter into any oral modification of the terms of this Agreement or of the Agreement's coverage or scope, and any such Agreements are of no legal force or effect. **TO BE SIGNED BY OWNER OR CORPORATE OFFICER.**

Company \_\_\_\_\_

(Print)

By \_\_\_\_\_

(Signature)

(Title)

Address \_\_\_\_\_

(Print)

\_\_\_\_\_  
(City)

(State)

(Zip Code)

Telephone \_\_\_\_\_

(Area Code)

Dated \_\_\_\_\_

Business Agent \_\_\_\_\_

Local Union No. \_\_\_\_\_

**WAGE RATES**  
**IRON, MADISON, REYNOLDS, ST. FRANCOIS,**  
**STE. GENEVIEVE & PERRY COUNTIES, STATE OF MISSOURI**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the hourly wage rate		these amounts IN ADDITION to the hourly wage rate		
		Supp. Dues Amount	Pension	Welfare	Training and Appr.	Total
3/1/01						
Gen'l Lbr	\$15.35	*	\$3.00	\$2.70	\$0.40	\$21.45
1st Semi	\$16.40	*	\$3.00	\$2.70	\$0.40	\$22.50
2nd Semi	\$15.65	*	\$3.00	\$2.70	\$0.40	\$21.75
3/1/02 (a)						
Gen'l Lbr		*			\$0.40	\$22.45
1st Semi		*			\$0.40	\$23.60
2nd Semi		*			\$0.40	\$22.75
3/1/03 (b)						
Gen'l Lbr		*			\$0.40	\$23.30
1st Semi		*			\$0.40	\$24.60
2nd Semi		*			\$0.40	\$23.60
3/1/04 (c)						
Gen'l Lbr		*			\$0.40	\$24.15
1st Semi		*			\$0.40	\$25.45
2nd Semi		*			\$0.40	\$24.45
3/1/05 (d)						
Gen'l Lbr		*			\$0.40	\$24.90
1st Semi		*			\$0.40	\$26.20
2nd Semi		*			\$0.40	\$25.20

\*Supplemental Dues - 3% of gross wages (taxable income).

- (a) 3/1/02 - General and 2nd Semi-Skilled Laborer: \$1.00 increase.\*\*  
 1st Semi-Skilled Laborer: \$1.10 increase.\*\*
- (b) 3/1/03 - General and 2nd Semi-Skilled Laborer: \$.85 increase.\*\*  
 1st Semi-Skilled Laborer: \$1.00 increase.\*\*
- (c) 3/1/04 - General and 2nd Semi-Skilled Laborer: \$.85 increase.\*\*  
 1st Semi-Skilled Laborer: \$.85 increase.\*\*
- (d) 3/1/05 - General and 2nd Semi-Skilled Laborer: \$.75 increase.\*\*  
 1st Semi-Skilled Laborer: \$.75 increase.\*\*

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

**WAGE RATES  
RESIDENTIAL LABORERS  
IRON, MADISON, REYNOLDS, & ST. FRANCOIS COUNTIES,  
STATE OF MISSOURI**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the hourly wage rate	these amounts IN ADDITION to the hourly wage rate			Total
		Supp. Dues Amount	Pension	Welfare	Training and Appr.	
3/1/01	\$14.85	*	\$3.00	\$2.70	\$0.40	\$20.95
3/1/02 (a)		*			\$0.40	\$21.95
3/1/03 (b)		*			\$0.40	\$22.80
3/1/04 (c)		*			\$0.40	\$23.65
3/1/05 (d)		*			\$0.40	\$24.40

**\*Supplemental Dues - 3% of gross wages (taxable income).**

- (a) 3/1/02 - \$1.00 increase to be taken in wages and/or fringes at Union's option.
- (b) 3/1/03 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (c) 3/1/04 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (d) 3/1/05 - \$.75 increase to be taken in wages and/or fringes at Union's option.

**WAGE RATES  
RESIDENTIAL LABORERS  
STE. GENEVIEVE & PERRY COUNTIES,  
STATE OF MISSOURI**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the hourly wage rate	these amounts IN ADDITION to the hourly wage rate			Total
			Supp. Dues Amount	Pension	Welfare	
3/1/01	\$13.80	*	\$3.00	\$2.70	\$0.40	\$19.90
3/1/02 (a)		*			\$0.40	\$20.90
3/1/03 (b)		*			\$0.40	\$21.75
3/1/04 (c)		*			\$0.40	\$22.60
3/1/05 (d)		*			\$0.40	\$23.35

\*Supplemental Dues - 3% of gross wages (taxable income).

- (a) 3/1/02 - \$1.00 increase to be taken in wages and/or fringes at Union's option.
- (b) 3/1/03 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (c) 3/1/04 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (d) 3/1/05 - \$.75 increase to be taken in wages and/or fringes at Union's option.

**WAGE RATES  
RESIDENTIAL LABORERS  
IRON, MADISON, REYNOLDS, & ST. FRANCOIS COUNTIES,  
STATE OF MISSOURI**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the hourly wage rate		these amounts IN ADDITION to the hourly wage rate		
		Supp. Dues Amount	Pension	Welfare	Training and Appr.	Total
3/1/01	\$14.85	*	\$3.00	\$2.70	\$0.40	\$20.95
3/1/02 (a)		*			\$0.40	\$21.95
3/1/03 (b)		*			\$0.40	\$22.80
3/1/04 (c)		*			\$0.40	\$23.65
3/1/05 (d)		*			\$0.40	\$24.40

\*Supplemental Dues - 3% of gross wages (taxable income).

- (a) 3/1/02 - \$1.00 increase to be taken in wages and/or fringes at Union's option.
- (b) 3/1/03 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (c) 3/1/04 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (d) 3/1/05 - \$.75 increase to be taken in wages and/or fringes at Union's option.

## RESIDENTIAL WAGE RATES

**BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
MISSISSIPPI, NEW MADRID, PEMISCOT, RIPLEY, SCOTT,  
STODDARD, & WAYNE COUNTIES, STATE OF MISSOURI**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the hourly wage rate	these amounts IN ADDITION to the hourly wage rate			Total
			Supp. Dues Amount	Pension	Welfare	
3/1/01	\$11.80	*	\$2.75	\$2.70	\$0.40	\$17.65
3/1/02 (a)		*			\$0.40	\$18.50
3/1/03 (b)		*			\$0.40	\$19.35
3/1/04 (c)		*			\$0.40	\$20.15
3/1/05 (d)		*			\$0.40	\$20.85

**\*Supplemental Dues - 3% of gross wages (taxable income).**

- (a) 3/1/02 - \$.85 Increase to be taken in wages and/or fringes at Union's option.
- (b) 3/1/03 - \$.85 increase to be taken in wages and/or fringes at Union's option.
- (c) 3/1/04 - \$.80 Increase to be taken in wages and/or fringes at Union's option.
- (d) 3/1/05 - \$.70 Increase to be taken in wages and/or fringes at Union's option.