

LABORERS

OF THE

MARCH 1,

1900

AGREEMENT

between the

represented by

and

LOCALS No.

of the

INDEX

Article		Page
I	Recognition – Right to Hire Notification – Referral for Employment <i>Job Labor Standards</i> Pre-Job Conference.....	1
II	Area Limit	5
III	Intent and Purpose	5
IV	Union Security	5
V	<i>Wages – Working Rules</i>	7
VI	Grievance Procedure and Arbitration.....	35
VII	Strikes	37
VIII	Picket Lines	37
IX	Jurisdiction – Job Description	38
X	<i>Exoneration</i>	41
XI	Legal Compliance	42
XII	Management.....	42
XIII	Termination	43
XIV	Territorial Jurisdiction <i>Locals 42, 53 and 110</i>	43
XV	Pre-Bid Conference	44
XVI	Substance Abuse	45

AGREEMENT

This Agreement, made and entered into, effective the first of March, 1999, by and between the **Site Improvement Association** for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as Employer and **Locals Nos. 42, 53 and 110** and the **East Missouri Laborers' District Council**, and the **Labor International Union Of North America, A.F.L.-C.I.O.**, herein referred to as the Union.

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

ARTICLE 1 Recognition - Right to Hire Notification - Referral for Employment Job Labor Standards Pre-Job Conference

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

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

Neither the Union nor the Employer shall discriminate in referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-Era Veteran nor age qualified disabled Veterans or qualified individuals with handicap disabilities. Any reference to the masculine gender in this agreement shall also be understood to mean the female gender.

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

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

Section 1.04 Notification-Referral for Employment: The Local Union Office provides a valuable and essential service to the Employer and the industry in maintaining a supply of experienced employees. In recognition of this service, and in order to maintain its efficiency, the Employer shall give definite consideration to the Local Union Office having territorial jurisdiction over the job site in the hiring of qualified, experienced employees, especially as regards the hiring of new and additional employees.

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

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

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

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

Section 1.05 Job Labor Standards: The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on each particular job.

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

Solely to preserve bargaining unit work and to protect wage levels and fringe benefits of the employees covered hereunder, Employer agrees that when subcontracting on site construction work requiring laborers at jobsites covered by this Agreement, Employer will obtain the written agreement of the subcontractor: That the subcontractor will pay to or provide for employees performing such subcontracted work on such jobsites wages and fringe benefits in an aggregate dollar cost no less than the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this Agreement or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area, to the end that the total labor cost of the subcontractor for such work is no less than the total labor cost of Employer performing such work under this or another Agreement with the Union. For purposes of the preceding sentence, the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this or another Agreement with the Union shall include any payments required by Sections 5.01, 5.03, 5.04, 5.06, 5.07, 5.14 through 5.23, 5.28 through 5.38, 5.41D and 5.43 of this Agreement, or similar provisions of such other Agreement; but a subcontractor shall not be required to agree to be bound in any other respect to the provisions listed and referred to above. (2) That the subcontractor will, on the Union's request

promptly furnish or make available to the Union copies of such payroll and other records as are necessary to verify the subcontractor's compliance with the foregoing agreement regarding wages and benefits and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractor's payroll records as necessary to verify compliance, the cost of such audit shall be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error, or clerical mistake. (3) That the subcontractor shall be directly liable to the Union for any violation of the subcontractor's agreement and that the Union's rights may be enforced by a suit for appropriate equitable and monetary relief including interest, a reasonable attorney's fee and costs of suit. Provided the Employer has obtained the foregoing agreements from the subcontractor, the Union shall pursue enforcement of such agreements directly against the subcontractor, and shall assert no claim or demand against the Employer with respect to the subcontractor's performance or non-performance of such agreements. On each occasion when the Employer subcontracts on the construction work requiring laborers at jobsites covered by this agreement, the Employer will promptly notify the Union of the project name and location and the identity of the subcontractor and will provide the Union with a copy of the subcontractor's written agreements required by this paragraph. An Employer may comply with the obligations of this paragraph by using the form attached as Appendix A" to this Agreement to obtain the required agreements from subcontractors, but use of such form shall not be required for compliance. None of the obligations imposed on the Employer by this paragraph shall apply to subcontracting of work to a subcontractor whose employees performing such work are covered by a collective bargaining agreement between the subcontractor and any construction-related union affiliated with the AFL-CIO, so long as such collective bargaining agreement remains in effect.

Section 1.06 Pre-Job Conference: Either the Union or the employer may call a pre-job conference on all projects of 1,000,000.00 or more.

ARTICLE II Area Limits

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

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

ARTICLE III Intent and Purpose

Section 3.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 3.02 It is the intention of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

ARTICLE IV Union Security

Section 4.01 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that the continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the

... (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

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

Section 4.02 The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests (in writing) the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims herewith in connection with the termination of the employment of such employee in compliance with the request of the Union. All such requests by the Union for discharge of any employee shall be written.

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

Section 4.04 It is agreed that the Employer and the Union will comply with all of the rules, regulations, and provisions of Executive Order No. 11246 established by the President of the United States on Equal Employment Opportunity effective October 24, 1965.

ARTICLE V
Wages - Working Rules
Basic Rate - Building and Highway/Heavy

Section 5.01 Building construction is hereby defined to include building structures, including modifications thereof and additions repairs thereto, intended for use for shelter, protection, comfort convenience. Building construction shall include the demolition and foundations for, building construction; however, not preparation, grading, and improvement of the property or site. Act excavation for building basements, footings or foundations a backfilling of building basements, footing or foundations shall considered building construction.

Commercial, Industrial or Institutional Building or Buildings shall include factories, warehouses, hotels, churches, schools and multi unit rental housing projects but shall not include subdivisions unless the majority of the building lot areas in the subdivision are devoted Commercial, Industrial or Institutional Buildings.

Highway/Heavy is hereby defined to include excavating grading and constructing of public highways and bridges, and public heavy improvements, including roads, viaducts, airports, sewer streets, alleys; and railroad construction including grading and track laying; retaining walls and culverts, canals, drainage projects, levees sidewalks, dams, pavements of all classes; water mains including laying and caulking, and public utilities, and public utility projects, and other work of like character, not including, however, the actual erection of buildings.

It is agreed that the basic hourly rate of wages for employment of all employees in the unit, when employees are engaged in the general activities in conjunction with Building Construction and Highway/Heavy shall be:

(Basic Hourly Rate - General Laborers)

EFFECTIVE

3/1/99

\$21.51*

*\$1.00 per hour to be paid with Vac. stamps in lieu of cash or to the Vacation fund and supp. dues of 2 1/2% of gross wages (taxable amt.)

FRINGE	\$ 2.75	Welfare
BENEFITS	\$ 2.85	Pension
	\$.40	Training and Apprentice
	\$.12	SAF
	\$27.63	Total Package

Effective March 6, 2000--\$.85 per hour increase (in Wages and/or fringes at Union's option)

Effective March 5, 2001--\$.90 per hour increase (in Wages and/or fringes at Union's option)

Effective March 4, 2002--\$.95 per hour increase (in Wages and/or fringes at Union's option)

Effective March 3, 2003--\$ 1.00 per hour increase (in Wages and/or fringes at Union's option)

Basic Rate - Site Improvement

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

It is agreed that the basic hourly rate of wages for all employment of GENERAL LABORERS in the unit, when employees are engaged in site improvement activities, and/or site improvement activities in conjunction with building construction (building construction to include residential construction more than four (4) stories in height) shall be:

(Basic Hourly Rate - General Laborers)

EFFECTIVE

3/1/99

\$21.34*

*Inc. \$1.00 per hour to be paid with Vac. stamps in lieu of cash or to the Vaca Fund and supp. dues of 2 1/2% of gross wages (taxable amt.)

FRINGE	\$ 2.75	Welfare
BENEFITS	\$ 2.85	Pension
	\$.40	Training and Apprentice
	\$.12	SAF
	\$27.46	Total Package

Effective March 6, 2000--\$.85 per hour increase (in Wages and/or fringes at Union's option)

Effective March 5, 2001--\$.90 per hour increase (in Wages and/or fringes at Union's option)

Effective March 4, 2002--\$.95 per hour increase (in Wages and/or fringes at Union's option)

Effective March 3, 2003--\$1.00 per hour increase (in Wages and/or fringes at Union's option)

Basic Wrecking Rate - Total

When engaged in the wrecking of building or structures in th entirety, including buildings having one or more party walls whi remain as enclosure of adjoining buildings (regardless of comm ownership or use) and regardless of salvage of materials from su wrecking, except those temporary ones built and used by contractc during construction of a new building, employees basic rate shall be

EFFECTIVE

3/1/99

\$21.39*

*Inc. \$1.00 per hour to be paid with Vac. stamps in lieu of cash or to the Vacat Fund and supp. dues of 2 1/2% of gross wages (taxable amt.)

FRINGE	\$ 2.75	Welfare
BENEFITS	\$ 2.85	Pension
	\$.40	Training and Apprentice
	\$.12	SAF
	\$27.51	Total Package

Effective March 6, 2000--\$.85 per hour increase (in Wages and/or fringes at Union's option)

Effective March 5, 2001--\$.90 per hour increase (in Wages and/or fringes at Union's option)

Effective March 4, 2002--\$.95 per hour increase (in Wages and/or fringes at Union's option)

Effective March 3, 2003--\$1.00 per hour increase (in Wages and/or fringes at Union's option)

Basic Rate - Residential

Residential construction is hereby defined as construction of single family residences, including subdivisions, and apartments, condominiums or row housing limited to four (4) stories in height exclusive of the basement.

When employees are engaged in residential construction as defined above, the basic hourly rate for General Laborers shall be:

(Basic Hourly Rate - Residential)

EFFECTIVE
3/1/99
\$16.52*

*inc. \$1.00 per hour to be paid with Vac. stamps in lieu of cash or to the Vacation Fund and supp. dues of 2 1/2% of gross wages (taxable amt.)

FRINGE	\$ 2.75	Welfare
BENEFITS	\$ 2.15	Pension
	<u>\$21.42</u>	Total Package

Effective March 6, 2000--\$.70 per hour increase (in Wages and/or fringes at Union's option)

Effective March 5, 2001--\$.70 per hour increase (in Wages and/or fringes at Union's option)

Effective March 4, 2002--\$.75 per hour increase (in Wages and/or fringes at Union's option)

Effective March 3, 2003--\$.75 per hour increase (in Wages and/or fringes at Union's option)

Basic Rate - Residential Laborer Helper

This rate covers all residential building work except excavating, footing, foundations, concrete flatwork, sewers, curbs, gutters, streets, plumber laborer work and brick mason tenders.

(Basic Hourly Rate - Residential Laborer Helper)

EFFECTIVE

3/1/99

\$10.95*

*Inc. \$1.00 per hour to be paid with Vac. stamps in lieu of cash or to the Vacation Fund.

FRINGE	\$ 2.75	Welfare
BENEFITS	\$ 2.00	Pension
	\$15.70	Total Package

Effective March 6, 2000--\$.55 per hour increase (in Wages and fringes at Union's option)

Effective March 5, 2001--\$.55 per hour increase (in Wages and fringes at Union's option)

Effective March 4, 2002--\$.60 per hour increase (in Wages and fringes at Union's option)

Effective March 3, 2003--\$.60 per hour increase (in Wages and fringes at Union's option)

The Union shall have the alternative to convert any of the cent per hour wage increases provided for in this Agreement from straight wages to additional cents per hour contributions to Welfare, Pension, Training, LECET or Vacation. If any conversion occurs, the cents per hour straight time hourly rates listed will simultaneously be reduced the same amounts. If the Union desires to convert any of the wage increases to fringe benefits or to additional vacation stamp amount in this manner, it will serve written notice to the Employer at least 60 days prior to the effective date of any annual wage installment due.

Section 5.02 Apprenticeship: The parties to this Agreement hereby incorporate into this Agreement the Apprenticeship Standards for the Apprenticeship Occupation of Construction Craft Laborer (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 D-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 benefits or contributions, for time spent in off-the-job related instruction training - and no such time spent by an Apprentice shall be considered in the hours of work for pay purposes.

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

- 0 - 500 hours of work 50% of general laborer hourly rate
- 0 - 500 hours of work and completion of 24-hour "Apprenticeship and Orientation Safety Training" class
60% of general laborer hourly rate
- 1,500 hours of work and completion of minimum of additional hours of off-the-job related IEP instruction in "Basic Skills" classification
70% of general laborer hourly rate
- 2,500 hours of work and completion of minimum of additional hours of off-the-job related IEP instruction in "Basic or Advanced Skills" classification
80% of general laborer hourly rate
- 3,500 hours of work and completion of minimum of additional hours of off-the-job related IEP instruction in "Advanced or Environmental Skills" classification
90% of general laborer hourly rate
- 4,000 hours of work and completion of all off-the-job related IEP instruction
100% of general laborer hourly rate

Employers shall make full payment of all fringe benefits and 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; or (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 Employers 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 5.03 Welfare: In addition to the per hour wage rate the Employer will contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to the Greater St. Louis Construction Laborers' Welfare Trust Fund.

Section 5.04 Pension: In addition to the per hour wage rate and the contributions to the Greater St. Louis Construction Laborers' Welfare Fund, the Employer shall contribute (specific amounts will be noted on wage schedules) to the Construction Laborers' Pension Trust of Greater St. Louis, for each actual hour worked by employees covered under this agreement.

Section 5.05 Vacation: The parties hereto agree that the St. Louis Laborers' Vacation Fund will be revised to eliminate the use of vacation stamps and to establish in lieu thereof a vacation fund system in which Employers contribute a contractually established portion of the employees' wages to a fund from which the employees receive their vacation pay. This revised system, subject to the final approval of the parties hereto, shall be placed in effect not later than August 1, 1999, unless the time period is extended by mutual agreement. Until the revised Vacation Fund is in effect, the Employer shall segregate one dollar (\$1.00) of the employee's wages as set forth in Article 5 of this contract for each hour worked to be paid to the employee with vacation stamps in lieu of cash. When the revised vacation fund system goes into effect, the use of stamps shall be discontinued, and the Employer will, upon notice thereof, deduct One Dollar (\$1.00) for each hour worked from the basic wage rate and pay the same to the St. Louis Laborers' Vacation Fund to provide vacation benefits for its employees. The amount segregated for vacation purposes or paid to the Vacation Fund is part of wages included in the laborers' wage rates, and shall be so considered in the computation of withholding, taxes and insurance, etc. The reporting, payment, and administration of the current stamp program, and of the newly established vacation fund system, shall be governed by the terms of the Trust Agreement creating the St. Louis Laborers' Vacation Fund, and any amendments thereto, and by its duly adopted rules and regulations, by which an Employer shall be bound by virtue of being party to or bound by the terms of this Agreement.

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

Section 5.06 Training and Apprentices: 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 5.07 Site Advancement Fund: In addition to the per hour wage rate, the Employer will contribute twelve cents (\$.12) per hour for each actual hour worked by each employee covered by this Agreement to the Site Advancement Fund.

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

Primary purpose of the Fund as set forth in the Trust Agreement shall include advanced training and education, safety education and other educational and informational programs for employee and industry betterment and programs for employee and employer, industry betterment and industry promotion.

Section 5.08 Supplemental Dues: The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to two and one-half percent (2 ½%) of the gross wages (taxable income).

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

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

Section 5.09 Funds: Employers who accept and sign the Agreement also agree to accept and be bound by the Agreement and Declaration of Trust creating the Greater St. Louis Construction Laborers' Welfare Trust Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, by the amended Agreement and Declaration of Trust creating the AGC Eastern Missouri Laborers' Joint Training Fund, by the Trust Indenture creating the Greater St. Louis Laborers' Vacation Fund and Declaration of Trust creating the Laborers-Employer Cooperation and Education Trust, and by the Trust agreement creating the Site Advancement Fund, including any amendments heretofore made or which may be made during the life of the Agreement to any of said trust instruments.

Section 5.10 Reporting and Delinquent Contribution Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers' Pension Trust of Greater St. Louis (hereinafter called "Pension"), AGC Eastern Missouri Laborers' Joint Training Fund (hereinafter called "Training"), Site Advancement Fund (hereinafter called "Fund"), Laborers' International Union of North America AFL-CIO Local No. 42-53-110 Supplemental Dues Fund (hereinafter called "Supplemental Dues"), and Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereinafter called "LECET"), shall be paid monthly, with each month's contribution covering work ending with the last payroll period in that month. Reporting shall be on forms furnished by Welfare, Pension, Training, Fund, Supplemental Dues and LECET, and all forms shall be signed by a person authorized to sign for the reporting Employer. Employers who have been making contributions shall, during periods of inactivity, make monthly reports showing "no laborers" if no laborer worked during that month. Contributions to the Greater St. Louis Laborers' Vacation Fund shall be made in accordance with the procedure adopted by the Trustees (hereinafter called "Vacation").

Contributions are due by the 15th day of the month following month reported or which should be reported, and any contributions not received by the last day of the month during which contributions are due shall be considered delinquent. The Employer recognizes that the Employer's failure or refusal to make contributions when due causes additional bookkeeping, correspondence, telephone calls, loss of use of funds, delay in making entries in record keeping and other expenses to those to whom contributions are due. Therefore, the Employer agrees that upon contributions becoming delinquent, said Employer will pay, in addition thereto and as liquidated damages, a sum equal to twenty percent (20%) of such delinquent contributions. Further, when there are delinquent contributions due, the Union, notwithstanding any other provision in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, Pension, Training, Fund, Education, Supplemental Dues or LECET trustees or by the Union, to such delinquent Employer, may order cessation of all work covered by the Employer on all jobs of Employer until such reports are made and the contributions together with liquidated damages are paid.

Section 5.11 Audits and Suits to Collect Contributions:
The Employer agrees that Welfare, Pension, Training, Fund, Education, Supplemental Dues and LECET shall each have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives or accountants audit and examine during the Employer's regular business hours, the Employer's weekly payroll journal, individual earnings records of employees, copy of Federal payroll tax returns and other payroll records as may be necessary to allow such examiner to determine whether the Employer is making and complete reports and contributions as required by the Employer's collective bargaining agreement with the Union.

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

In addition to all other remedies on account thereof available Welfare, Pension, Training, Fund, Vacation, Supplemental Du LECET and/or the Union, suit to recover unpaid contributions a liquidated damages due and owing, if so, and/or to enforce t Section concerning audit and examination, may be brought by t respective Trustees of Welfare, Pension, Training, Fund, Vacatic Supplemental Dues, LECET and/or the Union, and in the event such suit the Employer agrees to pay in addition to the amount fou due and owing, interest at the maximum rate allowed by l computed from the due date of each month's contribution, plus reasonable attorney's fee payable to the attorney or attorneys fili such suit in an amount fixed by the Court, but in no event less th thirty-three and one-third percent (33 1/3%) of the total amount which judgment is rendered.

Section 5.12 Surety Bond and Insurance: The Employ shall secure and maintain surety bond in the minimum amount \$10,000 to guarantee payment of all wages, fringes and contributi provided for herein and shall furnish to the Union evidence of t procurement and maintenance of bond in such amount. Contract who do not secure and maintain a wage and welfare bond sh contribute a ten percent (10%) fringe benefit premium through t same procedure as regular monthly contributions as referenced Section 5.10.

Should the Employer be, at any time, unable to fulfill t obligation as above provided, he shall be required to pay all wag due in cash, instead of by check.

Section 5.13 Insurance: The Employer shall provi Workmen's Compensation Insurance against injury a Unemployment Compensation protection for all employees ev though not required to do so by Missouri State Law.

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

Section 5.14 Foreman Rate: Fifty cents (\$.50) per ho above applicable basic rate.

Section 5.15 General Foreman Rate: One dollar (\$1.00) p hour above applicable basic rate.

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

Section 5.16 Dynamiter or Powderman Rate: Fifty cents (\$.50) per hour above the applicable basic rate. Dynamiter shall provide himself with license where required.

Section 5.17 Pier Hole Rate: Employee who must enter or work inside or at bottom of machine drilled pier holes with minimum depth of six (6) feet from where drilling begins, while working in or at bottom of such pier holes shall receive twenty-five cents (\$.25) per hour above applicable basic rate.

Section 5.18 Stack Rate: When working on smokestack work (smokestacks on separate foundations) the following rate shall apply:

1 to 25 feet

\$.25 per hour over basic rate

25 to 50 feet

\$.50 per hour over basic rate

50 to 75 feet

\$.75 per hour over basic rate

75 to 100 feet

\$ 1.00 per hour over basic rate

100 to 150 feet

\$ 1.25 per hour over basic rate

150 to 200 feet

\$ 1.50 per hour over basic rate

200 to 250 feet

\$ 1.75 per hour over basic rate

250 feet or higher

\$ 2.00 per hour over basic rate

Section 5.19 Water Boy Rate: Applicable basic rate.

Section 5.20 Flagman Rate: The applicable basic hourly rate shall apply for flagman. If a flagman is required, he shall be a laborer under this bargaining unit. The Employer shall furnish flagman jackets to flagman who shall be responsible for return of such jackets.

Section 5.21 Compressed Air Rates and Rules: Compressed air rates and additional rules over and above normal contract conditions to apply to caisson work and tunnel work under air.

Present schedule for all men working in air pressure:

All Categories: General Laborers' Wages

0 to 10 pounds:

4 hours on-1/2 off-3 1/2 on

10 to 18 pounds:

3 1/2 hours on-1 off-3 1/2 on

18 to 24 pounds:

3 hours on-3 off-3 on

24 to 30 pounds:

2 hours on-4 off-2 on

30 to 36 pounds:

1 1/2 hours on-4 1/2 off-1 1/2 on

36 to 42 pounds:

1 hour on-5 off-1 on

42 to 48 pounds:

3/4 hour on-5 1/4 off- 3/4 on

48 to 52 pounds:

1/2 hour on-7 1/2 off- 1/2 on

In the light of current research and investigation into health aspects of work under air pressure, if future determination indicate revision of work schedule and rules would be desirable for the health of the men, this schedule and rules shall be revised and corrected to conform with recommended practices. Wages for men working under air pressure shall be increased by the yearly contractual wage increases as outlined in Section 5.01.

Hours of work will commence at the low air side of the air lock except when the distance from the top of the shaft to the air lock exceeds 3,500 feet. If distance from the top of the shaft to the air lock exceeds 3,500 feet, a travel allowance of one-half (1/2) hour's pay per shift (at straight time) will be allowed.

Inside lock tenders same rate and hours as pressure men.

An additional fifty cents (\$.50) per shift shall be paid pressure men only when sealing or concreting lock chamber.

Outside lock tenders and medical lock tenders same rate as pressure men except for an eight (8) hour shift. One each per eight (8) hour shift.

Dressing Room Attendant and all other outside laborers at normal current contract conditions and rates applying to heavy and highway construction.

Lockers, hot and cold water, benches, towels, coffee and sugar, shall be furnished by the Employer.

Crew leaders shall be paid three dollars (\$3.00) per shift above pressure men.

Section 5.22 Free Air Tunnels and Shafts: Laborers wage rate per hour for all work in tunnel and shafts leading to tunnel *except the powderman* will be twenty-five cents (\$.25) per hour above the basic wage rate.

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

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

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

Section 5.23 Heating: When temporary heating is done w salamanders or any portable, self-contained heater, employe working on same shall receive the basic rate at straight time for time worked not to exceed eight (8) hours in any calendar day forty (40) hours in period Monday through Friday, irrespective whether or not the time worked falls within the regularly schedul workday hours. For all time worked in excess of eight (8) hours any calendar day or in excess of forty (40) hours in period Mond through Friday (including not only heating work, but all other wor and for all such time on Saturdays, Sundays, and Holidays su employees shall receive contractual overtime.

On Saturdays, Sundays, or Holidays, the minimum pay (heating only) shall be for two (2) hours.

Plumber Laborer Work
DEFINITIONS AS USED HEREIN:

Section 5.24 Structure: Any concrete, brick, or other ty installation including, but not limited to, tunnels and raceway throu which pipes and lines are to be installed which prevent immedia contact of the lines with the backfill material or complete encaseme of the lines by the backfill material. Pipe wrapping, insulation or sq tile which merely protect the line and are actually part of the line a not to be classed as structures. Backfilling with wet mix concre shall not be classed as a structure.

Section 5.25 Site: The word "site" as used herein shall defined as the total tract of land including the land provided for th building or buildings and/or for all attendant Heavy and Highw Construction. In subdivisions, however, the tract shall include or the individual lots provided for each individual dwelling but n streets, alleys, or easements or similar common approaches ground.

Section 5.26 Junction: Connections such as Y's, T's a Manholes.

Section 5.27 Excavation: Hand excavation only and not including structural concrete work and pouring, form work, backfilling, the removal from site or from proximity of excavation of excavated material or surplus dirt.

Section 5.28 Heat, Power, Water and Cooling Lines Rate: and excavation and hand backfilling for lines in trench not to be in a structure.....Plumber Laborer Rate.

Excavation and all Laborer work for lines in trench to be in a structure.....applicable Building or Heavy/Highway Laborer Rate.

Excavation and hand backfilling for and laying of drains below structure.....Plumber Laborer Rate.

In a "street job", such as utility distribution systems lines, etc., whether or not to be in a structure, in its entirety, excavation and all laborer work for lines to be in a trench..... Heavy/Highway Laborer Rate.

Section 5.29 Drain Tile Rate: Excavation for (not including general or footing excavation) and laying of drain tile around and under building.....Plumber Laborer Rate.

Section 5.30 Storm and Sanitary Sewer Rates: The excavation, laying and hand backfilling for storm and sanitary sewer laterals of any size (diameter), limited however to such work on the Site of and within the Site of Commercial, Industrial, Institutional or Residential Building or Buildings, and further limited to such work from the Building to the first junction on the site.....Plumber Laborer Rate.

All other sewer work shall be done in accordance with Site -- Heavy and Highway Construction.

It is expressly agreed that all work covered herein at the rates per hour shown for the various types of work has been and shall continue to be done by the Laborers employed by the contractors who are parties to this Agreement and under these Employers' direction and direct supervision and the direction and supervision of their regular supervisory employees.

Section 5.31 Miscellaneous Rates: If the general contractor furnishes laborers to service any of the following mechanical or electrical subcontractors, namely: Boilermakers, Electricians, Plumbers, Steam Fitters, Sprinkler Fitters, Brick Masons, and Plasterers, such laborers shall be paid the laborers' hourly wage rate applicable to the respective type of work performed.

Section 5.32 Foreman: When ten (10) or more laborers are employed by the Employer on one job, one (1) of them shall be designated by the Employer as foreman and he shall receive the foreman's rate.

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

Section 5.33 Workday: Eight (8) hours shall constitute the regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when Employer elects to work four 10-hour days as described below.

This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours.

However, it is the intent of this Agreement that whenever any laborers can be gainfully employed, there will be sufficient laborers on the job site during the workday established for the project. A lunch period of one-half (½) hour duration shall begin not later than four and one-half (4 ½) hours after starting time.

Section 5.34 Ability To Work Four 10-Hour Days: The Employer may have the option to schedule his workweek from Monday through Thursday at 10 hours per day at the straight time rate of pay with all hours in excess of 10 hours in any one day to be paid at the applicable overtime rate.

If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his 40 hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his 40 hours.

However, if Friday or any portion of the day is used to complete the workweek, each employee will be guaranteed at least 8 hours work and not over 10 hours at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling).

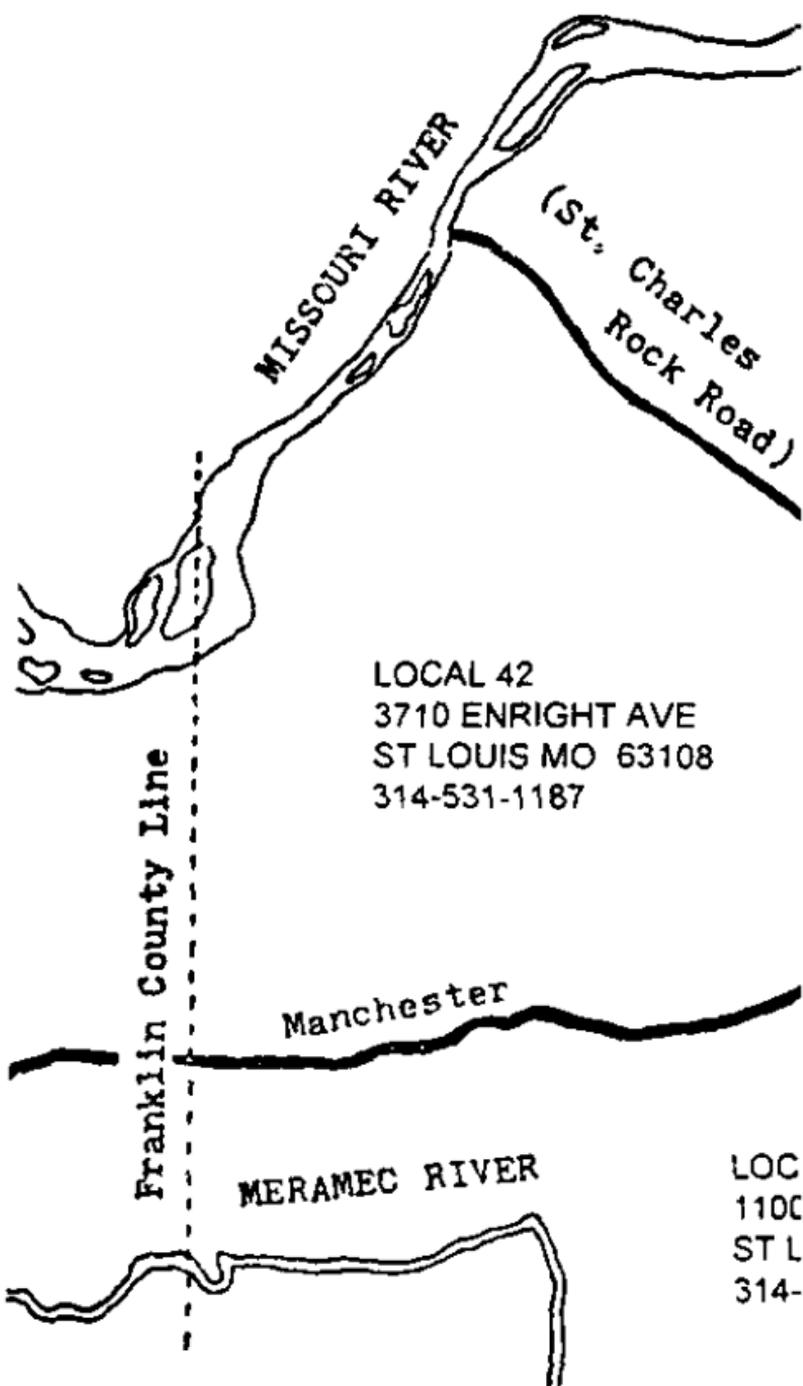
When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

If the Employer has opted to work the ten (10) hour days, the following provision shall apply: If employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours work unless stopped due to weather or other reasons as stated in Section 5.43. If they begin work in the afternoon and work for less than five (5) hours, they shall also be paid for five (5) hours work unless stopped due to weather or other reasons stated in Section 5.43.

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

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

Section 5.34A On residential work only, all work performed after 40 hours in any workweek or after ten (10) hours during any workday and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified herein. If an employee has worked less than forty (40) hours from Monday through Thursday, and the Employer elects to work Friday, then the Employer will be required to work or pay the employee for the full scheduled shift on Friday or until the hours worked on Friday plus the hours worked Monday through Thursday total forty (40) hours, whichever is less, and provided further that the employee will be paid or work a minimum of four (4) hours on Friday, unless prevented by inclement weather. If a crew is prevented from working two (2) workdays or any part thereof Monday through Friday by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If



MISSOURI RIVER

(St. Charles
Rock Road)

Franklin County Line

LOCAL 42
3710 ENRIGHT AVE
ST LOUIS MO 63108
314-531-1187

Manchester

MERAMEC RIVER

LOC
1100
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314-

OCAL 53
2891 PENNRIDGE DR
BRIDGETON MO 63044
14-209-0220

Martin Luther
King Drive)

Franklin

Arsenal

ndale

MISSISSIPPI RIVER

ALLE DR
O 63123
7

Saturday is worked as a make-up day, work shall proceed for a full shift, unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized but can be replaced by another employee at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate.

Section 5.35 Lunchtime: If the starting of employees one-half (½) hour lunch period is delayed beyond four and one-half (4 ½) hours after starting time on the job, by the Employer, employee whose lunch period is so postponed shall be paid one-half (½) hour contractual overtime rate for such lunch period.

Section 5.36 Supper: Employees are to be allowed one-half (½) hour for supper with pay at contractual overtime rate if the work two (2) hours overtime after the end of their regular workday and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (½) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

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

Section 5.37 Overtime: Time and one-half (1 ½) shall be paid (except for work performed on heating for which provision is made above, and work performed on projects that cannot be performed during the regular workday for which provision has been made below and modified in Section 5.34A and 5.34) for work performed in excess of eight (8) hours on any regular workday or outside the hour limiting a regular workday, Monday through Friday. Time and one-half (1 ½) shall be paid for work performed on Saturdays except as modified in Section 5.34A. Double time shall be paid for work performed on Sundays and Holidays. Overtime shall be computed at one-half (½) hour intervals.

Projects That Cannot Be Performed During Regular Workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$1.50 per hour for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus the \$1.50 per hour premium. Overtime is computed after the premium has been added to the hourly wage rate. The \$1.50 per hour premium does not apply on highway work, only if any other trade on such job is not receiving the \$1.50 per hour premium.

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

Section 5.38 Show Up: An employee shall receive no less than four (4) hours' pay at straight time rate or two (2) hours at overtime rate for any day (at the prevailing rate for such day):

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

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

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

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

Section 5.39 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 any work performed through Sunday prior to payday. In the event of bad weather on Friday, checks will be on the job no later than 12:00 noon unless unavoidably delayed.

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

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

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

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

Section 5.40 Holidays: Double time shall be paid for work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and Christmas. When a Holiday occurs on a Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a Holiday occurs on Sunday it shall be observed on the following Monday.

Section 5.41 Shift Work: When shifts are desired, notification must be made to the Business Manager of the District Council. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

A. **FIRST SHIFT:** Eight (8) hours plus one-half (½) hour for lunch.

SECOND SHIFT: Seven and one-half (7 ½) hours plus one-half (½) hour for lunch.

THIRD SHIFT: Seven (7) hours plus one-half (½) hour for lunch.

B. Shifts shall be established for a minimum of three (3) consecutive workdays.

C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

D. The first shift will be paid at eight (8) hours' straight time or eight (8) hours' work. The second shift will be paid eight (8) hours straight time plus a ten cents (\$.10) per hour premium for seven and one-half (7 ½) hours work, and the third shift shall be paid eight (8) hours straight time plus a fifteen cents (\$.15) per hour premium for seven (7) hours work. Overtime is computed after the premium has been added to the hourly wage rate.

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

Section 5.42 Voting Time for Employees: RS Mo. Section 115.639. *Any person entitled to vote at any election held within this State shall, on the day of such election, be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing the polls for the purpose of voting, and any such absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he votes, shall not, because of so absenting himself, be liable to any penalty or discipline, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this Section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which he is not in the service of his Employer. The Employer may specify any three (3) hours between the time of opening and the time of closing the polls during which such employee may absent himself.*

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

Section 5.43 Non-Loss Time Accident: On the day of a injury resulting from a job site accident the employee shall not suffe any loss for time spent receiving medical attention or, if the attendin physician will not permit his return to work, for the remainder of th shift. On one (1) additional day subsequent to the accident th employee shall not suffer any loss for time spent receiving furthe medical treatment provided the doctor requires a return visit durin working hours. Employee will obtain a written memorandum from th doctor showing the time of appointment and the time of treatment an will provide a copy to the Employer.

Section 5.44 Transferring: When employees are transfere from one job location to another during the regular workday they mus be paid for such time.

Section 5.45 Safety Provisions:

(a) On all pier holes, curbs shall be maintained aroun perimeter on holes of sufficient height to prevent debris an excavated materials from falling or being kicked into pier holes. A men working pier holes must wear safety hats at all times.

(b) On all trench excavations of five (5) feet in depth or over a trench walls will be either sloped from the five (5) foot point or in th event that sloping is impractical will be braced or shored to protec the workmen in the trench.

(c) The employee shall furnish hard hat and proper safety shoes (except where job conditions require special footwear such a rubber boots) and shall wear such safety items, as required by th Employer, at all times and shall be subject to immediate discharge fo failure to do so.

(d) Employees shall not be required to work with unsafe tool and equipment or without safety appliances at any time nor shal employees be required to work under unsafe conditions.

(e) 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 materials available from the American Red Cross or equivalent, and to insure that such information and educational materials are made available to employees on the job site.

(f) On any job where there is a serious accident, if it resulted from unsafe job conditions, these conditions shall be corrected before work is resumed in the unsafe area.

(g) The Employer shall furnish safety goggles, respirators, hearing protection, toe guards and cutting goggles or helmets when grinding or welding. If employee is to be performing cutting or welding for an extended period of time, the Employer shall provide safety shoes and vest.

(h) The Employer shall furnish a first aid kit on the job site and in addition will maintain a list of emergency services (i.e., fire department, police department, ambulance, hospital, doctors, etc.) where professional help when needed may be immediately obtained.

(i) In addition, the Employer and his employees shall strictly comply, at all times, with all applicable local, state and federal safety regulations and standards.

Section 5.46 Supplies Furnished: The Employer shall furnish all tools, raincoats, rain hats, rubber gloves, goggles, and rubberized boots required in the performance of employees' duties, ice cream during the summer months and when needed, sanitary drinking cups, and shall provide or arrange for access to suitable toilet and dressing room facilities.

Section 5.47 Steward: The steward, selected by the Business Representative, shall be selected from the employees on the job or in any event from employees of the Employer. The Employer shall neither be required to hire an additional employee nor replace a man with a new employee by reason of such selection as steward. The Employer agrees in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing. In the event the steward is to be transferred, the Employer shall notify the Union and secure concurrence of the transfer from Union's Business Representative. The Employer shall be advised of such steward's name.

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

If any employee shall be taken sick on a job or meet with an accident while at work, the steward shall see that he is properly cared for, and the Employer shall pay the steward for his lost time.

The steward shall attend personally and see to it that an injured employee is immediately given proper medical care, hospitalization and that the injured employee's family is not without loss of pay to the steward for such service.

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

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

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

All employees under this bargaining unit shall be required to register with the job steward on the date of hire. Such registration shall consist of the employee furnishing to the steward his name, address and telephone number. The steward shall also be allowed to require to see the employee's Union card and ask him to voluntarily fill out a supplemental dues authorization check-off card. In the event an employee does not have a Union card, the steward shall be allowed to promptly notify the Union.

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

Section 5.48 Visiting Jobs: Duty authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the men, but shall in no way hinder the progress of the work.

Union Representatives shall inform contractor representative of any problems or difficulties on the job, and the contractor representative shall take steps to resolve any problems or difficulties brought to his attention by the Union Representative.

Section 5.49 Selection of Labor: The Employer shall have the right to select their own employees. When called upon by the employer, the Union shall furnish competent employees. There shall be no discrimination on account of unionism against any member of the Union by the Employer.

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

Section 5.50 Declaration of Principles: The following underlying principles shall apply to all labor relations of the parties hereto and all employees covered hereunder:

1. That there shall be no limitations imposed as to the amount of work any employee shall perform during his working day.
2. That there shall be no restriction with respect to the use of machinery, tools or appliances.
3. That there shall be no restriction with respect to the use of any raw or manufactured materials.
4. That no person, other than the Employer or its agent, shall have the right to interfere with employees on their work during working hours.

5. That employees are at liberty to work for whomsoever they see fit. They shall be entitled to demand and receive the wage agreed upon as herein set out.

6. That the Employers are at liberty to employ and discharge for just cause, whomsoever they see fit.

Section 5.51 Limitation of Agreement: This Agreement shall not be construed to bind any party hereto with regard to any work in any locality other than that covered or provided for by this Agreement.

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

ARTICLE VI

Grievance Procedure and Arbitration

Section 6.01 All grievances, disputes or claims (hereinafter called "grievance") except jurisdictional disputes which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

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

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

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

Section 6.02 The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expense of conducting the arbitration hearing, including the services of the impartial arbitrator, is to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

Section 6.03 In cases where the arbitrator finds that an employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

Section 6.04 If either the Employer or the Union, after a dispute has been settled or finally decided by arbitration, refuses to abide by or comply with such settlement or final decision of arbitration, then in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such settlement or for the Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

Section 6.05 No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of a writt complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an employee from presenting his individual grievance, as provided for and guaranteed by the Labor-Management Relations Act of 1947.

ARTICLE VII Strikes

Section 7.01 Except as herein otherwise provided, employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

ARTICLE VIII Picket Lines

Section 8.01 It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform work in any instance where:

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

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

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

ARTICLE IX
Jurisdiction -- Job Description

Section 9.01 Mason Tenders shall build and take down all affording, 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 set by the Brick Mason. Mason Tenders shall operate all power equipment and machinery, including fork-lifts, mortar buggies, conveyors, mixers, pumps, brick buggies, front end steer loaders and related equipment for the purpose of furnishing materials and equipment or otherwise servicing exclusively the Mason. Mason Tenders shall be used for all cleaning of Masonry and other type walls and windows.

Section 9.01A 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, coissons, 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 site work, building work and highway & heavy.

Section 9.01B 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, 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; raking 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, asphaltic 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; cleaning of concrete mixers, skips, hoppers and towers; the roughing of all concrete where spalls are set and chipping tools are required; cleaning, whether mechanical or hand tools, all leveling, tamping and spreading; all labor on cement guns, mixing, preparing and conveying all gypsum and plastic materials; drying of concrete or other materials by salamander or other artificial heat of any kind; hoisting and setting of precast slabs and concrete tile; concrete pumps set-up men and nozzle men.

Section 9.01C 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 filter tanks, boilers and drums with catalytic and other materials; operation of motor buggies and conveyors.

Section 9.01D Excavation, preparation, concreting, asphalt and mastic paving; ramming, curbing, flagging and surfacing of street ways, and courts; and the grading and landscaping thereof.

Section 9.01E Cutting of streets and ways for laying conduits for all purposes; digging of trenches, manholes, etc. handling and conveying all materials for same, backfilling, grading and resurfacing of same.

Section 9.01F Construction of shafts, tunnels, subway caissons, and culverts.

Section 9.01G 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.

Section 9.01H All demolition work and blasting, jackhammering, pavement breaking, and drill running and start drilling when done by hand, mechanically or compressed air mechanism, sandblasting and gunnite work.

Section 9.01I 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.

Section 9.01J The cleaning of all buildings, brick walls, structures, materials, windows, floors and all debris. The operation and control of water blasters.

Section 9.01K Signalmen and flagmen on all phases of building and construction work, including signaling and handling of concrete buckets and auxiliary work in connection with the operation of equipment; providing drinking water, groundmen, dumpmen, watchmen, lockermen, and guards.

Section 9.01L The wrecking and dismantling of all building and structures, walls partitions, tanks, shelves, fences and forms; and the use of acetylene torch, burning bar, and other welding equipment, for work within the Union's jurisdiction.

Section 9.01M Clearing, excavating, filling, backfilling, grading, sodding and landscaping including operation of hydro-seeder and strawblower of all sites for all purposes.

Section 9.01N The demolition, removal or encapsulation of hazardous waste material, including low-level radioactive contaminated materials.

Section 9.01O Skid Steer loaders (including all attachments) and tractors of 55 horsepower or less for the sole use of the signatory contractor.

Section 9.01P The laying of wire mesh and iron rods on residential and highway construction. On commercial or site and heavy work, the laying of wire mesh or iron rods at a job site must be for less than six (6) hours during any one day.

Section 9.01Q The demolition, removal or encapsulation of asbestos material.

Section 9.01R 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 a tools, working equipment and appliances for the performance of these functions; track laying; and retaining walls.

Section 9.01S The demolition, removal or encapsulation of lead.

Section 9.02 The Union will make available to the Site Improvement Association, copies of all jurisdictional agreements and details of verbal understandings with other unions.

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

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

ARTICLE X Exoneration

Section 10.01 That during the term of this contract the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slowdown of work, or walkout by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

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

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

Section 10.03 *It is understood and agreed that the Negotiating Agent, (Association) shall in no event be bound as a principal or employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the ability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Union whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.*

ARTICLE XI

Legal Compliance

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

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

ARTICLE XII

Management

Section 12.01 *The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.*

ARTICLE XIII
Termination

Section 13.01 This Agreement shall be effective and binding upon the parties from the date hereof until the first day of March 2004. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless notice is given not sooner than ninety (90) days nor later than sixty (60) days prior to the termination of the original period of this Agreement, or of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect hereto there shall be no strike or stoppage of work.

ARTICLE XIV
Territorial Jurisdiction
of Locals 42, 53, 110

Territorial Jurisdiction of Local 42:

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

Territorial Jurisdiction of Local 53:

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

Territorial Jurisdiction of Local 110:

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

ARTICLE XV Pre-Bid Conference

Section 15.01 In areas where open shop work is predominant or nonunion contractors are known to be bidding, at the request of either party, the Association and the Union agree to hold a pre-bid conference prior to bidding. If the Union receives such request directly from an Employer, the Union shall notify the Association. 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.

Section 15.02 Composite Crew: When requested by the Employer, the Union shall meet and confer with other trades on composite crew work.

ARTICLE XVI
Substance Abuse

Section 16.01 The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner.

The St. Louis Construction Industry Substance Abuse Consortium, managed by a third party administrator, is agreed to be an acceptable method of establishing a pool of tested drug-free employees.

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

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

Dated this _____ day of _____, 19____

CONTRACTOR

By: _____
Name: _____
Title: _____

SUBCONTRACTOR

By: _____
Name: _____
Title: _____

WITNESS WHEREOF, the parties have hereunto affixed their hands this 5th day of February 1999.

NEGOTIATING AGENTS

SITE IMPROVEMENT ASSOCIATION

/s/ Raymond C. Daub

Raymond C. Daub, President

**LABORERS' LOCAL UNIONS NOS. 42, 53 AND 10
AFFILIATED WITH THE EASTERN MISSOURI
LABORERS' DISTRICT COUNCIL, LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

/s/ Jim Henson

Jim Henson, Business Manager

whereby certify that this is a true copy of the foregoing Agreement as signed

/s/ Jay Schulte Henrich

**JAY SCHULTEHENRICH
SITE IMPROVEMENT ASSOCIATION**

**FOR USE BY CONTRACTORS
NOT MEMBERS OF THE
SITE IMPROVEMENT ASSOCIATION**

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 or 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 _____

Business Agent _____

Local Union No. _____

BUILDING AND HEAVY/HIGHWAY WORK

Effective Date	Hourly Wage Rate	these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate				Total
		Vacation Fund Amount	Supplemental Dues Amount	Pension	Welfare	Training and Appr.	SAF	
March 1, 1999	\$21.51	\$1.00	*	\$2.85	\$2.75	\$0.40	\$0.12	\$27.63
March 6, 2000 (a)		\$1.00	*				\$0.12	\$28.48
March 5, 2001 (b)		\$1.00	*				\$0.12	\$29.38
March 4, 2002 (c)		\$1.00	*				\$0.12	\$30.33
March 4, 2003 (d)		\$1.00	*				\$0.12	\$31.33

* 2 1/2% of gross wages (taxable income).

(a) March 6, 2000 - \$.85 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 5, 2001 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 4, 2002 - \$.95 increase to be taken in wages and/or fringe benefits at Union's option.

(d) March 3, 2003 - \$1.00 increase to be taken in wages and/or fringe benefits at Union's option.

**GENERAL LABORERS' RATES
SITE IMPROVEMENT WORK**

Effective Date	Hourly Wage Rate	these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate				Total
		Vacation Fund Amount	Supplemental Dues Amount	Pension	Welfare	Training and Appr.	SAF	
March 1, 1999	\$21.34	\$1.00	*	\$2.85	\$2.75	\$0.40	\$0.12	\$27.46
March 6, 2000 (a)		\$1.00	*				\$0.12	\$28.31
March 5, 2001 (b)		\$1.00	*				\$0.12	\$29.21
March 4, 2002 (c)		\$1.00	*				\$0.12	\$30.16
March 4, 2003 (d)		\$1.00	*				\$0.12	\$31.16

* 2 1/2% of gross wages (taxable income).

(a) March 6, 2000 - \$.85 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 5, 2001 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 4, 2002 - \$.95 increase to be taken in wages and/or fringe benefits at Union's option.

(d) March 3, 2003 - \$1.00 increase to be taken in wages and/or fringe benefits at Union's option

**GENERAL LABORERS RATES
TOTAL WRECKING**

Effective Date	Hourly Wage Rate	these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate				Total
		Vacation Fund Amount	Supplemental Dues Amount	Pension	Welfare	Training and Appr.	SAF	
March 1, 1999	\$21.39	\$1.00	*	\$2.85	\$2.75	\$0.40	\$0.12	\$27.51
March 6, 2000 (a)		\$1.00	*				\$0.12	\$28.36
March 5, 2001 (b)		\$1.00	*				\$0.12	\$29.28
March 4, 2002 (c)		\$1.00	*				\$0.12	\$30.21
March 4, 2003 (d)		\$1.00	*				\$0.12	\$31.21

* 2 1/2% of gross wages (taxable income).

(a) March 6, 2000 - \$.85 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 5, 2001 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 4, 2002 - \$.95 increase to be taken in wages and/or fringe benefits at Union's option.

(d) March 3, 2003 - \$1.00 increase to be taken in wages and/or fringe benefits at Union's option.

**GENERAL LABORERS' RATES
RESIDENTIAL WORK**

Effective Date	Hourly Wage Rate	these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate				Total
		Vacation Fund Amount	Supplemental Dues Amount	Pension	Welfare	Training and Appr.	SAF	
March 1, 1999	\$16.52	\$1.00	*	\$2.15	\$2.75			\$21.42
March 6, 2000 (a)		\$1.00	*					\$22.12
March 5, 2001 (b)		\$1.00	*					\$22.82
March 4, 2002 (c)		\$1.00	*					\$23.57
March 4, 2003 (d)		\$1.00	*					\$24.32

* 2 1/2% of gross wages (taxable income).

(a) March 6, 2000 - \$.70 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 5, 2001 - \$.70 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 4, 2002 - \$.75 increase to be taken in wages and/or fringe benefits at Union's option.