

LABORERS'

MAY 1, 2009 - APRIL 30, 2014

AGREEMENT

between

**THE ASSOCIATED GENERAL
CONTRACTORS OF MISSOURI**

and

**EASTERN MISSOURI
LABORERS'
DISTRICT COUNCIL**

and their

**AFFILIATED
LOCAL UNIONS**

in the

STATE OF MISSOURI

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**JURISDICTION OF
THE FOLLOWING LOCALS**

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Perri Pryor, Secretary-Treasurer
Business Representative

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Business Manager, Don Willey

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Clark, Knox, Lewis, Lincoln, Marion, Montgomery,
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Business Manager, Perri Pryor

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Crawford, Dent, Franklin, Gasconade,
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Adair, Audrain, Boone, Chariton, Cooper, Howard,
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, Schuyler, Sullivan

Business Manager, Tim Sims

CONSTRUCTION AND GENERAL
LABORERS' UNION LOCAL 1104
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EASTERN MISSOURI LABORERS' AGREEMENT

Preamble

Section 1. This Agreement is entered into this 1st day of May, 2009 by and between the Associated General Contractors of Missouri, Inc. acting on behalf of those of its members (hereinafter referred to as "Employers" or "Contractors") who accept and sign this agreement or a facsimile thereof and the Eastern Missouri Laborers District Council and their affiliated Local Unions in the State of Missouri, (hereinafter called "Union" or "Unions").

Section 2. It is understood that the AGC in no event shall be bound as principal or held liable in any manner for any breach of this contract by any of the Employers bound by this Agreement.

Section 3. It is further agreed and understood that the liabilities of the Employers signing this contract shall be several and not joint. It is further understood that the liabilities of the Union signing this contract shall be several and not joint.

Section 4. It is agreed that the Laborers' International Union of North America, shall not be liable for violations of this Agreement by its Local Unions, and that the Employers signing this agreement shall not be liable for violations by their respective representatives unless the respective parties sought to be held liable have (a) ordered the act contended to be a violation, or (b) ratified same after knowledge thereof or (c) failed to immediately correct same after notification of the alleged violation.

ARTICLE I Purpose

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

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

Section 3. The Union signing this Agreement will be the sole bargaining representative for all workmen employed on work covered by this Agreement.

Section 4. If the Union makes any "project only" agreement with any other Employer containing terms or conditions which in the opinion of the Employer are more favorable to such other Employers than those provided herein, that other agreement -- at the option of the Employer shall be substituted for this Agreement only if the Employer bids on that specific project, and the more favorable agreement shall apply only for that specific project.

It is further agreed by the parties hereto, should any of the Local Unions sign a stipulation with any Employer, said stipulation will be signed in triplicate and the Association furnished with a copy thereof. Furthermore, when any of the local Unions make any kind of an agreement with any Employer covering any kind of similar work as that covered by this Agreement, the Association will be furnished with a signed copy thereof. It is further agreed the Employer shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by an Employer or employees represented by the Union on similar work done within the jurisdiction of this Agreement.

ARTICLE II

Definition and Scope

Section 1. This Agreement shall cover all work, as defined in this Agreement, throughout the territory of the Eastern Missouri Laborers' District Council except St. Louis City and St. Louis County. The Unions agree that any Employer who is a party to this Agreement shall have the privilege, and shall operate under the existing labor agreements, or extensions thereof, which exist in St. Louis City and St. Louis County, provided they accept and sign such agreements which are identified as follows:

- (1) In St. Louis City and St. Louis County: An agreement between the Associated General Contractors of St. Louis and Locals 42, 53 and 110, and the Eastern Missouri Laborers' District Council of the Laborers' International Union of North America.

Section 2. It is understood, however, that the provisions of this Article are not intended as an adoption of any illegal contractual provisions or practices existing in said areas, if any do exist. On the contrary, the parties to this instrument agree that if there is any conflict between this Agreement and the Agreements or other practices in said other areas relating to hire or tenure of employment or any term or condition of employment which may encourage or discourage membership in any labor organization, then, in that event, the provisions of this Agreement shall prevail.

Section 3. If charters are granted by the International Union to additional Local Unions in the jurisdiction as outlined above, subsequent to the effective date of this Agreement, then this Agreement shall be binding on such newly chartered Locals.

Section 4. The word "work", when used in this Agreement, means all private and public construction, federal and non-federal, performed in this state, with the exception of building construction, for the reason that building construction is separate and distinct from all classes of work covered by this Agreement, in respect to the terms and conditions of employment and the nature of the work as well as the class and skill of the workmen required. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for, building construction; however, the preparation, grading, and improvement of the property or site shall be covered by this Agreement. Excavation for the foundations and of the basement proper shall be considered building construction. The work covered by this Agreement shall include, but shall not be restricted to, all work performed in the construction of streets and highways, airports, utilities, sewer lines, sewage disposal plants, purifying plants, water lines, water pollution plants, pumping stations, telephone lines, electric lines, and all kinds of conduit lines, river and harbor work, dredging, flood control, levees, pile dike and revetment work on streams in and along the border of Missouri, railroad and heavy construction, and oil, gas, and gasoline pipe lines except that this Agreement shall not apply to main line, cross country oil, gas, and gasoline pipe lines.

In case of any dispute as to whether or not certain work is highway or heavy construction and thus covered by this Agreement, or building construction and therefore not covered by this Agreement, the parties hereto agree to submit such dispute to the grievance procedure established in this Agreement and be mutually bound by the final results of such procedure.

Section 5. All general labor and semi-skilled labor, where such labor is required, shall include but not be restricted to the following items of work: The unloading, handling and carrying of concrete reinforcing bars by hand to the panel in which they are used, wrecking, stripping, dismantling, cleaning, moving and oiling of all concrete forms; rubbing concrete; digging and laying conduit lines and sewer tile, setting, lining, and leveling of all road and street forms, wood or iron, including curb and gutter forms, laying and assembling temporary water, steam, gas, oil, electric, cement and air lines and dismantling same and making all connections; tenders to Carpenters; laying steel paving mesh or bars and setting center steel and expansion joints; blocking up and striking off concrete, striking off and finishing of flat concrete surfaces, drill running and blasting, including running of wagon drills, jackhammers, and other pneumatic hammers and tampers, chuck tender or helper, all work in connection with the operation of a drill on the job site, signalmen, flares and signal lights, straw blower nozzle man; mix operator on skip lift, riprap pavers, chain and concrete saws, hand blade operator, manning all aggregate and cement hoppers, manning and servicing all hand vibrators; laying, jointing, and pointing of all sewer tile, handling, distributing, and laying water lines and making of all joints; handling and firing tar kettles, or similar materials and salamander tenders and tenders of other similar type of heaters, air-pen driver, core drilling, power tool operator, screed man on asphalt paving, deck hands on boats on the Mississippi and Missouri Rivers or any other tributaries within the jurisdiction of the Eastern Missouri Laborers' District Council, leadman or foreman, trackmen, drill bit sharpener, guardrail and sign erectors, backhands on all drills, driller-helpers, all type tar kettles, form setters' helpers, puddlers (paving only), feeder man on wood pulverizer, stringline men, tunnel leadman or foreman, asphalt rakers, powder men, powder men helpers, board and willow mat weavers and cable tiers, all tunnel work including all shoring and digging, servicing of Laborers' equipment on the job, manhole builder and helpers, brick or block, grade checker in cuts and fills, dump man and ticket taker on stock piles, sand pot man, flagman, laser beam man (except where professional engineers are required), batter board man, and cleaning mud from equipment is recognized as the work of the Laborers and the wage rates hereinafter shall apply. The above jurisdictional claims are intended only to apply to the recognized craft jurisdiction of the General Laborers' Union. The fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all such classifications, or to man any particular piece of plant or vehicle that happens to be on the work, unless, in the opinion of the Employer, there is need for such a workman. Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

Section 6. (A) This Agreement covers the Employer's asphalt plants, the Employer's operations on the job site and the Employer's operations of a temporary nature in specific support of the job site project, not to include permanent facilities nor the Employer's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, watchmen, timekeepers, parts men, superintendents, assistant superintendents, general foremen, or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any Union.

(B) Excluded personnel shall not be permitted to perform any services on the job site that are normally performed by members of this bargaining unit.

Section 7. This Agreement shall cover the crews on boats on all work as listed in the classifications, except, however, it shall not apply to crews covered by the Agreement between the Contractor members of the Associated General Contractors of Missouri and the Laborers' International Union of North America.

Section 8. Regardless of anything contained in the preceding paragraphs 3 through 7, the Employer reserves the right to assign additional work to employees covered by this Agreement.

Section 9. In order to insure economical operation, the Employer may establish a composite crew whose function is to perform necessary work on the job site.

- A. If established, such crew will consist of the Crafts in such proportions as agreed upon by the Union and the Employer as are respective to the types of work to be performed.
- B. Members of said crew will work on all work, regardless of jurisdiction, assigned to said crew.
- C. Said crew make up will only apply as it pertains to each individual job site, and nothing herein is intended to change the recognized craft jurisdiction of the crafts involved or the recognition thereof by the Employer.
- D. If labor equipment is to be operated on the jobsite, there shall be sufficient laborers on the job scheduled to operate said equipment within the meaning of this Section 7.

ARTICLE III Hiring Procedure and Transfer of Employees

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

- A. Before starting work on any job of One Million Dollars (\$1,000,000) or over, the Employer shall invite representatives of the Union involved to a pre-job conference either on the job site or at some other mutually agreed upon place. The names of all subcontractors shall be furnished to the Union at such conference if known by the contractor at that time; and in any event the names of such subcontractors shall be furnished to the Union before said subcontractors shall commence work. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classifications, and the Union will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements. The Employer shall notify the Union having jurisdiction prior to commencing work on projects of less than One Million Dollars (\$1,000,000) of manpower requirements and subcontractors who will be on the project.
- B. Subject only to the rights of the Contractor to employ and transfer men under Section 2 of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position of a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job or jobs available. The Employer shall not request the referral of more men than the number of available jobs. If he does so, those men referred but not employed shall be reimbursed in the amount of two (2) hours' pay for the job they were referred to do. The Union shall fill the Employer's request for men qualified to perform the work involved as soon as possible.
- C. If the Union fails for any reason to refer applicants within twenty-four (24) hours, the Employer may secure such workmen from any source available to him.

- D. The Employer shall have the right to accept or reject for good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified in his opinion, to be retained, as long as there is no discrimination against workmen from the area of the Local Union that has jurisdiction of the job.
- E. In any emergency situation, men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than the emergency exists, but in no case more than twenty-four (24) hours.

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

Without regard for any of the limitations imposed by the preceding Section 1 of this Article, the first (1st) and third (3rd) laborer employed by the Employer on the job shall be from the Local Union having jurisdiction on the job. The second (2nd) laborer employed and fifty percent (50%) of the remaining work force may be brought by the Employer to the job from any place or Union jurisdiction. Furthermore, the Unions agree to give due consideration to any Employer's request for the first workman or additional laborers consistent with the purpose of this Section. Laborers outside the Local Union furnished by the Employer shall be required to register with the Local Union Office prior to employment on the job site. Working foremen who are part of the bargaining unit will be employed in the order, and counted as part of the total work force, as aforementioned. Notwithstanding anything else in this Section, there shall be no restriction on the transfer of men within the jurisdictional area of the Local Union.

Section 3. Should any Contractor fail to hold a pre-job conference or refuse to request referrals of men as provided hereinabove, then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding. However, no strike shall be called unless authorized by a decision of the appropriate District Council or authorized representatives of the Council and after at least a forty-eight (48) hour notice excluding Saturday and Sunday of intention to strike given by the District Council to both the Employer's main office and the office of the Associated General Contractors of Missouri in Jefferson City, MO.

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

Section 5. In order that the Employer may be properly advised of the persons and/or offices to be notified by the Employer desiring to arrange pre-job conferences or to request a referral of applicants, the Union will promptly furnish to the office of the Associated General Contractors of Missouri in Jefferson City a list of such persons and offices showing the territorial jurisdiction of each, office telephone numbers, and home telephone numbers of the Union agents involved. The Union will keep these lists revised as necessary.

ARTICLE IV Union Security

Section 1. 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 (8) 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 person who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues to the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

THE FOREGOING REQUIREMENT OF "UNION MEMBERSHIP" MAY BE MET, IRRESPECTIVE OF ACTUAL MEMBERSHIP IN THE UNION, BY PAYING AN AMOUNT EQUIVALENT TO THE UNION'S REGULAR INITIATION FEES AND PERIODIC DUES.

ARTICLE V Working Conditions

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

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

Section 3. The Employer shall furnish clean, fresh drinking water and ice daily on all jobs during the summer months and when conditions warrant same, and shall furnish sanitary paper drinking cups, and water, as the first order of business after starting time. When laborers are working for the Employer on the job site a laborer shall fill containers with ice and water on or off the job site and shall distribute such drinking water to various locations as needed on the job site. The laborer shall not leave the jobsite unless directed by the Employer.

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

Section 5. The Employer shall furnish workmen multi-buckle overshoes, hip boots, rubber coats, rain hats, or hooded rain jackets and pants when necessary and when working conditions warrant same. Employers shall furnish all necessary tools required on the job site. The Employer shall furnish flagmen jackets to all flagmen. Employees shall be held responsible for the return of all clothing issued.

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

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

Section 8. The authorized representatives of the Union may visit jobs during working hours, so long as they do not hinder or interfere with the progress of the work.

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

Section 10. It shall not be a violation of this Agreement nor grounds for discipline, discharge or replacement of employees for persons covered hereunder to refuse to cross a lawful, primary picket line and perform work in any instance where the picket line has been recognized by a Union signatory to this Agreement, except that in instances where the Employer presents evidence satisfactory to the Union that the Union which is picketing has not established a scale of wages for the work at the project as that used by the Eastern Missouri Laborers' District Council for such work.

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

Section 12. Employees shall be at a reasonable location designated by the Employer at starting time and shall perform work as directed until quitting time unless otherwise directed by the Employer. It is further agreed, however, that on marine work employees will travel to and from their place of work, one way on their own time, and one way on company time.

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

One (1) additional day subsequent to the accident, the employee shall not suffer any loss for the time spent receiving further medical treatment, provided the doctor requires a return visit during working hours. Employee will obtain a written memorandum from the doctor showing the time of appointment, and the time of treatment, and will provide a copy to the Employer.

Section 14. A. Whenever a laborer is working on a location where no other men are working and if that laborer's safety requires that another person be within call, an additional employee of the Employer (not necessarily a Laborer) shall work within call.

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

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

Section 16. The Employer shall observe OSHA safety standards.

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

Section 18. When it is jointly determined by personal observation by the business representative of the Union and the Superintendent, or his representative on the project, that an unsafe condition exists on the job, no work shall be performed on that portion of the job until the unsafe condition has been corrected.

Section 19. When temporary heating is done with salamanders or any portable self-contained heater, Laborers working on same shall receive the basic rate at straight time for all time worked, not to exceed eight (8) hours in any calendar day, or forty (40) hours in the period Monday through Friday, irrespective of whether or not time worked falls within the regularly scheduled work day hours. For all time worked in excess of eight (8) hours in any calendar day, or in excess of forty (40) hours in the period Monday through Friday (including not only heating work, but all other work), and for all such time on Saturdays, Sundays, or holidays, employees shall receive contractual overtime rates. On Saturday, Sundays or holidays, the minimum pay (for heating only) shall be two (2) hours.

Section 20. If five (5) or more laborers are required on any one project, one man selected by the Contractor shall be designated as a leadman or working foreman. When two or more crews of five (5) laborers or more are working on any one project but in locations where one leadman or working foreman cannot properly perform his duties, there shall be an additional leadman or working foreman designated for such crews. A leadman or working foreman must have at least one year's experience as a laborer or crew leader or working foreman in the area covered by this Agreement. The designation of any additional leadman or working foreman regardless of the number of men employed on the project is at the discretion of the Contractor. The Contractor may at any time change the designation of any leadman or working foreman and said leadman or working foreman is subject to discharge in the same manner as any other employee. A leadman or working foreman shall work at the discretion of the Contractor.

Section 21. An employee shall not be permitted to use his personal vehicle for company use at any time on the job site.

ARTICLE VI Working Time and Overtime

Section 1. The regular workweek shall start on Monday and end on Friday.

- A. The regular workweek shall be 40 hours.
- B. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. This option must be declared Monday morning.

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

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

When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. But the Employer must not send the workforce home at the expiration of the 40 hours. In other words, if a workday is terminated sometime during the workday, the Employer may not just schedule enough hours on Friday to complete the 40 hours. Friday must be scheduled for at least 8 hours, and no more than 10 hours at the straight time rate, but all hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate.

Section 2. A thirty (30) minute lunch break, without pay, between the third and sixth hour will be allowed each employee, and the employee will be paid time and one-half for working through his lunch period and will be allowed a short time to eat. If the employee works two hours past his regular shift, he shall receive a thirty minute supper period. Work through the supper period shall be paid for at the overtime rate. Employees shall be allowed a reasonable time to stop work and eat supper on a staggered basis if necessary.

Section 3. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required by the Owner, or if mutually agreed to by the Employer and the Union.

Section 4. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This rule is applied to protect Labor Day.

- A. When a holiday falls on a Sunday, Monday shall be observed.
- B. If workmen are required to work the above-enumerated holidays or days observed as such or Sundays, they shall receive double the regular rate of pay for such work.

Section 5. The Contractor may elect to work one, two or three shifts on any work covered by this Agreement. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. The Contractor shall give twenty-four (24) hours' notice prior to any change in starting time in the workday or work shift.

Section 6. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime.

Section 7. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours' work for eight (8) hours' pay, exclusive of lunch time, and the third or graveyard shift shall consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time worked in excess thereof shall be paid at the overtime rate. All time worked in excess of normal shifts shall be considered overtime.

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

However, no shift shall be started between midnight and six a.m., except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation, or by agreement between the Employer and the Union, regardless if the project is working one or two shifts.

If an Employer starts a shift between midnight and six a.m., except the graveyard shift on a three-shift operation, without permission, he shall reimburse all employees for the entire shift at double time rate.

Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation, that carries over into Saturday morning, shall be at the straight time rate.

Section 8. Workmen shall report for work each working day except when notified not to do so. It shall be the duty of the contractor to notify the employees before leaving the job if there is no work on the following day, or notify the employee before he leaves home the next morning. If the employees are not notified that there will be no work, the men who report shall receive one (1) hour reporting time. If an employee starts to work, he shall be paid for four (4) hours' time. If an employee works beyond four (4) hours' he shall receive eight (8) hours' pay. Employees who report for work not having been told not to report, on inclement weather days, shall receive one (1) hour show-up time or actual hours worked whichever is greater. The employee shall keep the individual Employer advised at all times of his correct address and telephone number. When the employee has no telephone, or when the employee cannot be reached two (2) hours before the start of the shift, or as agreed at the pre-job conference, at the number furnished to the individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather, unless he has previously called the individual Employer at that time and place designated in a notice posted on the job.

Section 9. If workmen start to work any time after noon, not having worked any time before noon, they shall receive a minimum of four (4) hours' pay unless prevented from working by inclement weather.

Section 10. New employees who start work later than 8 a.m. the first day will receive pay for hours worked from the time they arrive on the job site until quitting time provided the employee has been requested on the previous workday. Should the Employer require employees to work on the same day as requested the employee shall be paid from the start of the shift, unless the employees are replacing workmen who have not reported for work and when those workmen have not informed the Employer previously that they would not report to work that day.

Section 11. Overtime shall be computed at one-half (1/2) hour intervals. There shall be no pyramiding of overtime.

Section 12. Show-up time hours and guaranteed hours after put to work will be regarded as hours worked for the purpose of computing the forty-hour work week.

ARTICLE VII Rates of Wages

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

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

Section 3. The payroll period shall start on Monday with the first shift and end on Sunday. Wages in cash or collectible check shall be paid to workmen weekly at the end of the shift not later than five (5) workdays after the pay period. Failure on the part of the Employer to comply with this provision shall entitle the employee to one (1) days' pay for every twenty-four (24) hours' from the date of the required pay day. When payday falls on a workday but due to inclement weather or other conditions no work is performed, the Employer may designate a location where employees may pick up checks, or the employees may pick up their checks on the next workday. Check stubs shall show all overtime hours and straight time hours, total wages and itemized deductions.

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

Section 4. A. Rates of wages and fringe benefits as set forth in this agreement in effect on the date an Employer signatory to this agreement bids on a project covered thereby shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twenty-four (24) months from the bid date. On the second anniversary of the project, if the project continues, the wages and fringes will be increased by an amount equal to the effective wage and fringe increases in the first year after the date of the original bid letting. The same procedure shall apply on the third anniversary of the date of the bid letting and on all subsequent anniversaries.

B. Work on projects bid under any addenda under AGC of Missouri Agreements shall continue for a period of two (2) years at the old wage and fringe benefit rates. On the second anniversary of the project, if the project continues, the wages and fringes increases in the first year after the date of the original bid letting. The same procedure shall apply on the third anniversary of the date of the bid letting and on all subsequent anniversaries.

C. Health and Welfare benefits on all projects shall be the current effective rate regardless of the project bid date. The Employer shall cover the cost of any increase in health and welfare benefits during the duration of the project. This increase shall be limited to the amount of the raise or raises due over the duration of the project.

D. This Section shall not apply in Jefferson and St. Charles Counties. This Section shall apply in Franklin County unless Carpenters, Teamsters or Operating Engineers are receiving the current contractual wage rates.

Section 5. If a workman quits of his own accord, he shall wait for his pay until the next regular payday.

An employee who is discharged or laid off shall be paid in full without undue delay or the penalty provisions of Section 3 of this Article will apply.

Section 6. In the event of multiple layoffs, arrangements may be made between the Employer and the Local Union for paychecks to be mailed to employees within forty-eight (48) hours. The employees shall furnish the correct mailing address to the Employer before leaving the job.

ARTICLE VIII

Fringe Benefits - Eastern Missouri Laborers' District Council

Section 1. Health and Welfare: In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work covered by this Agreement performed within the territorial jurisdiction of the Eastern Missouri Laborers' District Council (specific amounts will be noted on wage schedules) per hour for each payroll hour covered by this Agreement into the Construction Industry Laborers' Welfare Fund.

Section 2. Pension: In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work covered by this Agreement performed within the territorial jurisdiction of the Eastern Missouri Laborers' District Council (specific amounts will be noted on wage schedules) per hour for each payroll hour covered by this Agreement into the Construction Industry Laborers' Pension Fund.

Section 3. Training and Apprentices: A. Each Employer agrees to pay in addition to the wages set out in the schedule attached to this Agreement for all work performed within the territorial jurisdiction of the Eastern Missouri Laborers' District Council covered by this Agreement (specific amounts will be noted on wage schedules) per hour for each payroll hour, paid into the Missouri AGC--Eastern Missouri Laborers' Joint Training Fund established by an Agreement and Declaration of Trust by and between the parties to this Agreement.

B. The members of the Board of Trustees of the said fund shall be appointed as follows: Six (6) trustees representing the Eastern Missouri Laborers' District Council and six (6) trustees representing the Associated General Contractors of Missouri. The trustees shall serve until their successors have been selected by the party that appointed them.

C. The trustees shall have all the powers necessary to accomplish the purposes of the trust which is to provide a method or methods of training for employment in classifications of employment generally contemplated by this Agreement. However, the trustees shall not have the power to expand the number of trustees, or to provide for the selection of trustees from sources other than as provided in Subsection B above.

Section 4. The Employers who accept and sign this Agreement also agree that the trust agreement creating the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (LECET) is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in the trust.

Section 5. The Union shall have the alternative to convert any of the cents per hour wage increase effective May 1, 2010 and/or May 1, 2011, and/or May 1, 2012, and/or May 1, 2013, provided for in this agreement from straight wages to additional cents per hour contributions to the established fringe benefits. If any such conversion occurs, the cents per hour straight time hourly wage rates listed will simultaneously be reduced in the same amounts. If the Union desires to convert any of the wage increases to fringe benefits in this manner, it will serve written notice to the Association at least sixty (60) days prior to the above effective dates.

Section 6. Enforcement of Sections 1, 2, 3, and 4 of this Article shall be governed by and in accordance with Article X of this Agreement.

ARTICLE IX Missouri Construction Industry Advancement Fund

Section 1. Employers signatory to this Agreement agree to pay for all work performed under this Agreement three cents (\$.03) per hour for each hour paid to employees covered by this Agreement into the Missouri Construction Industry Advancement Fund.

Section 2. Details of reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the foundation, except as otherwise set forth in this Agreement. All trustees of said trust shall be members of the Association appointed by the Board of Directors, and any disbursement therefrom shall be at the direction of the trustees, and at their direction only. The said Trust Agreement shall specifically provide that no funds shall be disbursed therefrom for the purposes of lobbying in support of anti-labor legislation and/or to subsidize Contractors by the payment of monies to them or on their behalf in connection with work stoppages or strikes against such Contractors or be used to defray expenses arising from any labor dispute or controversy.

Section 3. Enforcement of Sections 1 and 2 of this Article shall be governed by and in accordance with Article X of this Agreement.

ARTICLE X Enforcement of Fringe Benefit Contributions

Section 1. Each Employer signatory to this Agreement agrees to accept and be bound by the terms and provisions of the Agreements and Declarations of Trust establishing the various funds set forth in Articles VIII and IX of this Agreement.

Section 2. Payments shall be made to the funds on a monthly basis. Payments on all hours worked the preceding reporting period must be made to the funds' office not later than twenty (20) days after the end of the month in which the work was performed. Should a payment be made later than twenty (20) days after the end of the month in which the work was performed, the Employers agree to an additional payment to the Construction Industry Laborers Welfare Fund of such amount as has been established by the Board of Trustees by the various funds which is here by agreed to be liquidated damages and not as a penalty.

Section 3. In the event payment is not made to the Welfare Fund within twenty (20) days following the end of the month in which the work was performed, and because of such delinquency, claims for benefits are denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent, such Employer agrees to reimburse such employees or survivors or their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund office; provided, however, the foregoing shall not apply to a member of the Associated General Contractors of Missouri signatory to this Agreement unless such member has been notified prior to the occurrence of the event creating the claim for benefits by certified letter concerning the delinquency of payments due on behalf of such employee or employees by the Welfare Fund office and the delinquent member Employer does not comply with the request for payment within ten (10) days. A copy of such certified letter shall be furnished to the office of the Associated General Contractors of Missouri.

Section 4. Employers are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trust, including, but not limited to, requiring Employers to put up advance cash deposits, imposition of assessments and interest and/or liquidated damages, recovery of costs, including the cost of the audit and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an Employer for delinquent fringe benefit monies due, the Employer agrees to pay, in addition to liquidated damages and interest, all litigation costs, including a reasonable attorney fee and audit costs.

Section 5. The Employers also agree to permit representatives of the Funds' office to examine payrolls, social security reports and other records necessary to determine amounts due the Funds' office under this Section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

Section 6. The general Contractor shall be responsible for any delinquent wages or fringe benefit contributions for their subcontractors, or sub-subcontractors as provided for in this agreement, on contracts let after the effective date of this Agreement.

ARTICLE XI Stewards

Section 1. The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

Section 2. The Steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances. The Union agrees that such duties shall be performed as expeditiously as possible. (Not to be abused, refer to Section 4.)

Section 3. If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing.

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

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

Section 6. Should any employee require medical attention or meet with an accident while at work, the steward may accompany him to immediate medical attention, or the doctor or hospital, and the Employer shall pay the steward for his loss of time. If such loss of time extends after four-thirty p.m., the steward shall be reimbursed for such lost time after four-thirty p.m., at the contractual overtime rate, but not to exceed one (1) hour.

ARTICLE XII

Grievance and Arbitration Procedure

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

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

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

Step Two -- Any grievance not resolved at step one shall be reduced to writing. The Employer and the Union's business representative shall meet within two (2) 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 Contractor or his representative within three (3) working days thereafter.

Step Three -- Arbitration. In the event the dispute is not settled within seven (7) 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 meeting 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 arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator.

If within 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 of the panel, the Union and Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; should he be unable to serve, a new panel of five (5) shall be requested from FMCS.

Section 3. The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expenses of conducting the arbitration hearing including the services of the impartial arbitrator are to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

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

Section 5. If either the Employer or the Union, after any dispute has been finally decided by arbitration, refuses to abide by or comply with such final decision of arbitration, then and in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such final decision, or for Employer to lock out the employees in the event of the Union's failure to comply with such final decision.

Section 6. Any complaint or grievance will be barred if not presented within thirty (30) days after such complaint or grievance became known to the employee.

ARTICLE XIII Work Assignment and Jurisdictional Disputes

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

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

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

Section 3. Work assignments made by the Employer shall be respected by all Unions, and the craft to which the work is assigned shall continue to perform the work in question unless and until a contrary decision is rendered pursuant to the following section.

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

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

ARTICLE XIV Subcontracting

Section 1. If the Employer bound by this Agreement elects to subcontract out all or any parts of such work to a subcontractor who does not choose to be bound by and become party to this agreement, then in such an event, the Employer bound to this agreement shall carry the bargaining unit employees performing work covered by this Agreement on his own payroll and provide same to the subcontractors. No such subcontractor shall be required to enter into any agreement as a condition of such subcontract, requiring or related to Union recognition, Union security or bargaining representation or which requires the adoption of or participation in any trust fund provisions.

Section 2. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employers' business and the provisions of applicable law, and for the additional purpose of establishing lawful protections against the possible diminution of the wage scales and working conditions provided for in this collective bargaining Agreement.

Section 3. The Employer shall not direct, require or permit any of its employees who are not included within the bargaining unit covered by this Agreement to do or perform any of the work which is done or performed by those within the bargaining unit. Nor shall Owners, Employers or persons having a proprietary interest in the business be directed, required or permitted to do or perform any of said work.

Section 4. A subcontractor is a contractor who performs work on the site of the project, within the right of way.

Section 5. Nothing contained in this Agreement shall be construed to prevent the right of any Employer to subcontract all or any part of work awarded to it. If, however, an Employer elects to subcontract out all or any part of such work, then, in that event, such Employer shall make adequate provision in the contract, agreement or understanding with the subcontractors to be or become a signatory to this collective bargaining Agreement and to recognize, abide by and be bound by all of the terms and provisions of this collective bargaining Agreement except as provided for in Section 1 of this Article. It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this collective bargaining agreement only for the period and on the project where the subcontractor relationship exists.

Section 6. Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or Employer or otherwise require the disruption of any existing business relationship with any other person or Employer or to force or require any Employer to violate the National Labor Relations Act, particularly Section 8(e) thereof which provides in pertinent part, "it shall be an unfair labor practice for any labor organization or any Employer to enter into any contract or agreement, express or implied, whereby such Employer ceases or refrains or agrees to cease or refrain from handling, using, selling or dealing in any of the products of any other Employer or to cease doing business with any other person...Nothing in this Subsection (e) shall apply to an agreement between a labor organization and an Employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work."

Section 7. Nothing contained in the Agreement shall be construed to prevent the right of any Employer to subcontract up to twenty percent (20%) of the work awarded to it to a subcontractor whose employees receive the same compensation in the aggregate as set out in the Agreement with the Union.

- (A) The Employer shall notify the Union of the project name and the location and identity of the subcontractor.
- (B) The subcontractor shall pay to its employees performing subcontracted work, wages and fringe benefits in an aggregate dollar amount no less than the aggregate dollar amount of wages and fringe benefits which the Employer would be required to pay or provide under the Agreement with the Union.

This Section shall be in effect from May 1, 1992 to May 1, 1993 in the E-3 and E-4 Areas as described in Article XIX of this Agreement and may be made a permanent part of this Agreement at the Union's option.

ARTICLE XV

Equal Employment Opportunity

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

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

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

ARTICLE XVI Supplemental Dues

Section 1. For all Counties covered by this Agreement except Clark, Knox, Lewis, Lincoln, Marion, Montgomery, Pike, Ralls, St. Charles, Scotland, Shelby, and Warren, the Employer shall deduct and withhold from the wages due all employees covered by this agreement supplemental dues in an amount equal to five percent (5%) of the applicable gross wages. For the Counties of Clark, Knox, Lewis, Lincoln, Marion, Montgomery, Pike, Ralls, St. Charles, Scotland, Shelby, and Warren, the Employer shall deduct and withhold from the wages due all employees covered by this agreement supplemental dues in an amount equal to three and one-half percent (3.5%) of the applicable gross wages.

Section 2. It is specifically understood that no supplemental dues shall be deducted from any employee's wages unless and until such time as the Employer has physically in his possession an authorization card signed by the employee providing for such deduction and payment to the Union.

Section 3. Reporting and payment of such sums so deducted and withheld shall be made monthly on "Contractors Fringe Benefits Report" forms and mailed to the Construction Industry Laborers' Funds Office.

Section 4. This article shall be subject to the enforcement provisions of Article X of this Agreement.

ARTICLE XVII Effective Dates

Section 1. Employers may accept and be governed by the terms of this Agreement and enjoy the benefits of the Agreement by signing an original copy of this Agreement or a printed facsimile thereof. Such signing and acceptance must be completed by July 15, 2009; otherwise, such signing and acceptance shall be subject to the Union being notified by registered mail of said Employers signing and acceptance of this Agreement, and if the Union fails to object thereto within a period of seven (7) days following receipt of such notification, the Union will be conclusively presumed to have approved such signing and acceptance. Signed originals or facsimile copies, which have been accepted and signed by Employers, are to be kept in the office of the Associated General Contractors of Missouri, and the Secretary of that Association shall notify the other parties of each signing of the Agreement by an Employer.

Section 2. This Agreement shall remain in force and effect from the effective date May 1, 2009, through April 30, 2014, and shall continue in force and effect from year to year unless notice is given in writing not sooner than ninety (90) days nor later than sixty (60) days prior to expiration date. Said notice shall state the nature of the change requested in the Agreement, and only those matters stated in the notice may be considered by the parties to this Agreement. All parties to this Agreement pledge themselves to meet within thirty (30) days from the date such notice is given.

Section 3. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation, or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto. Wherever this Agreement is in conflict with the customs, working rules, or wage scales of any of the Locals of the International Union itself, then this Agreement shall supersede all such portions of said customs, working rules, or wage scales which are in conflict with this Agreement.

Section 4. In the event that any Article or Section of this contract is specifically held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into collective bargaining negotiations no later than two (2) workweeks following the date of such invalidity on the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

ARTICLE XVIII Classifications General Laborers Union

The fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all such classifications or to man any particular pieces of plant or vehicle that happens to be on the work unless, in the opinion of the Employer, there is need for such a workman.

GENERAL LABORER

Carpenters Tenders, Salamander Tenders, Dump Man, Ticket Takers, Flagman, Loading Trucks under Bins, Hoppers and Conveyors, Track Men, Cement Handler, Dump Man on Earth Fill, Georgie Buggie Man, Material Batch Hopper Man, Spreader on Asphalt Machine, Material Mixer Man (except on manholes), Cofferdams, Riprap Paver -- Rock, Block or Brick, Signal Man, Scaffolds over Ten Feet not Self-Supported from Ground Up, Skipman on Concrete Paving, Wire Mesh Setters on Concrete Paving, All Work in Connection with Sewer, Water, Gas, Gasoline, Oil, Drainage Pipe, Conduit Pipe, Tile and Duct Lines and all other pipe lines, Power Tool Operator, All work in connection with Hydraulic or General Dredging Operations, Form Setters, Puddlers (paving only), Straw Blower Nozzleman, Asphalt Plant Platform Man, Chuck Tender, Crusher Feeder, Men Handling Creosote Ties or Creosote Materials, Men Working with and Handling Epoxy Material or Materials, Topper of Standing Trees, Feeder Man on Wood Pulverizers, Board and Willow Mat Weavers and Cable Tiers on River Work, Deck Hands on the Mississippi and Missouri Rivers or any other tributaries within the jurisdiction of the Eastern Missouri Laborers' District Council, Pile Dike and Revetment Work, All Laborers working on underground tunnels less than 25 feet where compressed air is not used, Abutment and Pier Hole men working six (6) feet or more below ground, Men Working in Cofferdams for Bridge Piers and Footings in the River, Barco Tamper, Jackson or any other similar Tamp, Cutting Torch Man, Liners, Curbs, Gutters, Ditchliners, Hot Mastic Kettleman, Hot Tar Applicator, Hand Blade Operators, Manhole Builder Helpers and Mortar Men on Brick or Block Manholes, Rubbing Concrete, Striking off and finishing of concrete surfaces, Air Tool Operator under 65 pounds, Caulker and Lead Man, Chain or Concrete Saw under 15 H.P., guard rail and sign erectors, and all work listed in Article II, Section 5, and which is not included in Skilled Laborer classification.

SKILLED LABORER (\$.60 per hour above general laborer rate)

Vibrator Man, Asphalt Raker, Head Pipe Layer on Sewer Work, Batterboard Man on Pipe and Ditch Work, Cliff Scalers Working from Bosun's chairs, Scaffolds or Platforms on Dams or Power Plants over 10 feet high, Air Tool Operator over 65 pounds, Stringline Man on Concrete Paving, etc., Sand Blast Man, Laser Beam Man, Wagon Drill, Churn Drill, Air Track Drill and all other similar type Drills, Gunnite Nozzle Man, Pressure Grout Man, Screed Man on Asphalt, Concrete Saw 15 H.P. and over, Grade Checker, Stringline Man on Electronic Grade Control, Manhole Builder, Dynamite Man, Powder Man, Welder, Tunnel Man, Waterblaster - 1,000 PSI or over, Asbestos and/or hazardous waste removal and/or disposal.

LEAD MAN/WORKING FOREMAN

Any employee who is appointed Lead Man or Working Foreman shall receive \$1.00 per hour above the General Laborer Rate.

MINERS

Men working in tunnels or shafts (not air) of twenty-five (25) feet or more in length or depth will be paid \$.50 per hour above the Skilled Laborer Rate.

SHIFT PAY DIFFERENTIAL - THREE SHIFT OPERATION

Swing shift twenty-five cents (\$.25) per hour, graveyard shift fifty cents (\$.50) per hour above regular rates.

COMPRESSED AIR WORK

Compressed air and caisson workers' wages and conditions will be negotiated before a job starts.

CEMETERIES

This Agreement shall also cover cemeteries, where cemeteries are moved to other locations and graves are dug up and reburied at other cemeteries or at a new location. Laborers working at this type of work shall receive Skilled Laborer rate of pay.

**ARTICLE XIX
Eastern Missouri Laborers' District
Council Jurisdictional Area**

AREA E- 1: FRANKLIN

AREA E-2: ST. CHARLES

AREA E-3: ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE

AREA E-4: LINCOLN, MONTGOMERY, WARREN

AREA E-5: JEFFERSON

**ARTICLE XX
Classification and Wage Rates**

Section 1.

FRINGE BENEFITS: AREA E-1, AREA E-2, AREA E-3, AREA E-4, AREA E-5

May 1, 2009	May 1, 2010	May 1, 2011
\$5.05 H/W	* H/W	* H/W
\$3.70 Pension	* Pension	* Pension
\$.54 Training & Apprentice	\$.57 Training & Apprentice	* Training & Apprentice
<u>\$.03</u> MCI AF	<u>\$.03</u> MCI AF	<u>\$.03</u> MCI AF
\$9.32	*	*

May 1, 2012	May 1, 2013
* H/W	* H/W
* Pension	* Pension
* Training & Apprentice	* Training & Apprentice
<u>\$.03</u> MCI AF	<u>\$.03</u> MCI AF
*	*

* Health & Welfare and/or Pension and/or Training could change under Article VIII, Section 5.

WAGE RATE: AREA E-1: FRANKLIN

	May 1, 2009	May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
General Labor	\$26.01	(a)	(b)	(c)	(d)
Skilled Labor	\$26.61	(a)	(b)	(c)	(d)

(Includes Supplemental Dues of 5% of gross wages (taxable amount).)

- (a) May 1, 2010 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (b) May 1, 2011 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (c) May 1, 2012 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).
- (d) May 1, 2013 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).

WAGE RATE: AREA E-2: ST. CHARLES

	May 1, 2009	May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
All Laborers	\$27.33	(a)	(b)	(c)	(d)

(Includes Supplemental Dues of 3.5% of gross wages (taxable amount).)

- (a) May 1, 2010 -- \$1.15 per hour increase (in wages and/or fringes at Union's option).
- (b) May 1, 2011 -- \$1.20 per hour increase (in wages and/or fringes at Union's option).
- (c) May 1, 2012 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).
- (d) May 1, 2013 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).

WAGE RATE: AREA E-3

	May 1, 2009	May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
General Labor	\$24.56	(a)	(b)	(c)	(d)
Skilled Labor	\$25.16	(a)	(b)	(c)	(d)

(Includes Supplemental Dues of 5% of gross wages (taxable amount) for all counties except those listed below.

(Includes Supplemental Dues of 3.5% of gross wages (taxable amount) for the counties of Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, and Shelby.

- (a) May 1, 2010 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (b) May 1, 2011 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (c) May 1, 2012 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).
- (d) May 1, 2013 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).

WAGE RATE: AREA E-4: LINCOLN, MONTGOMERY, WARREN

	May 1, 2009	May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
General Labor	\$24.81	(a)	(b)	(c)	(d)
Skilled Labor	\$25.41	(a)	(b)	(c)	(d)

(Includes Supplemental Dues of 3.5% of gross wages (taxable amount.)

- (a) May 1, 2010 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (b) May 1, 2011 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (c) May 1, 2012 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).
- (d) May 1, 2013 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).

WAGE RATE: AREA E-5: JEFFERSON

	May 1, 2009	May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
General Labor	\$26.06	(a)	(b)	(c)	(d)
Skilled Labor	\$26.66	(a)	(b)	(c)	(d)

(Includes Supplemental Dues of 5% of gross wages (taxable amount.)

- (a) May 1, 2010 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (b) May 1, 2011 -- \$1.10 per hour increase (in wages and/or fringes at Union's option).
- (c) May 1, 2012 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).
- (d) May 1, 2013 -- \$1.25 per hour increase (in wages and/or fringes at Union's option).

Section 2. On private work, the rate shall be seventy-five percent (75%) of the Laborers' hourly wage rate** or the area commercial rate whichever is higher. This section shall not apply in Jefferson County -- site agreement rates shall apply in St. Charles, Lincoln, Warren and Montgomery Counties.

**Where more than one of these reductions could be applicable to given work, only the single higher reduction shall apply.

Section 3. In an effort to promote union work, in areas where open shop work is predominant or non-union Contractors are known to be bidding, the Local Union (with the approval of the District Council) may modify the terms of this Agreement on a job-to-job basis or for a definite period of time and for a defined geographical area. This Section shall not be arbitrable. All signatory contractors bidding on the same job or working within the same area shall be given the same relief.

ARTICLE XXI Apprenticeship

Notwithstanding provisions pertaining to the hiring of employees contained elsewhere in this Agreement, it is agreed that, except for persons who were employed at any time before May 1, 2009 as a journey level laborer on work within the area limits of this Agreement, an Employer may not employ or continue to employ an employee hired after that date unless the employee has, within eight (8) days after commencing such employment, apply to register with the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri, and thereafter pursues such apprenticeship training to completion.

- All employees must provide a letter of intent to hire from the Employer, to enter the Construction Trade Craft Laborers' Apprenticeship program for Eastern Missouri (High Hill, MO). If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's job skills and abilities, as determined solely by the joint Apprenticeship Committee.
- Provided the Joint Apprenticeship Committee can verify through a job skills and/or knowledge assessment process that an employee possesses an acceptable level of job skills and knowledge that is required of a journey level laborer, that employee shall be paid a journey level rate of pay. However, the employee shall not receive journey level status until such time as the successful completion of all training requirements. Training requirements are to be determined by the Joint Apprenticeship Committee utilizing the results of the employee's assessment. Employees failing to comply with above mentioned training requirements will be ineligible for employment under the terms of this Agreement.

An employee who once completes the required training shall not be required to repeat such training on account of later employment by a different Employer.

For purposes of this agreement, the term journey level laborer shall mean the same as general laborer.

The parties to this Agreement hereby incorporate into this Agreement the Apprenticeship Standards for the Apprenticeable Occupation of Construction Craft Laborer (D.O.T. #869.463-580), as registered and approved on October 23, 1995 by the Office of Apprenticeship, U.S. Department of Labor for the Eastern portion of the State of Missouri, including the St. Louis metropolitan area, under Registration Number MO-002-95002, including any amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

The Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned Standards.

The Apprenticeship Program shall be administered by the Joint Apprenticeship Training Committee. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

The Apprenticeship Program shall be a "letter of intent" type of program which shall allow for persons to enter the apprenticeship program provided they have an Employer willing to employ them for the term of apprenticeship under the terms of the Standards. Apprentices enrolled pursuant to these Standards shall be indentured to the Committee.

The Term of Apprenticeship shall be for two years (4,000 hours) of diversified work and on-the-job training, excluding time spent in off-the-job related instruction and training.

Apprentices must complete a minimum of 288 hours of off-the-job related instruction and training in an Individual Educational Program (hereinafter referred to as "IEP") as determined by the Committee, in order to successfully complete the Apprenticeship Program. APPRENTICES MUST ATTEND ALL OFF-THE-JOB RELATED INSTRUCTION AND TRAINING AS ASSIGNED AND SCHEDULED. APPRENTICES NOT ATTENDING CLASSES TO WHICH THEY ARE ASSIGNED AND SCHEDULED SHALL BE CANCELLED FROM THE APPRENTICESHIP PROGRAM. Any persons so cancelled shall not be eligible for employment in the apprenticeship classification by any Employer signatory to a collective bargaining agreement providing for such classification and negotiated by the Eastern Missouri Laborers' District Council or any of its affiliated Local Unions, unless said person is again registered with the apprenticeship program.

Apprentices shall not be entitled to payment of wages, nor shall the Employer be responsible for payment of fringe benefit contributions, for time spent in off-the-job related instruction or training - and no such time spent by an Apprentice shall be considered in the hours of work for pay purposes.

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

Period 1	60% of journey level hourly rate
1 – 499 hours of work	
Period 2	65% of journey level hourly rate
500 – 1,499 hours of work	
Period 3	75% of journey level hourly rate
1,500 – 2,499 hours of work and completion of 144 total hours of off-the-job related IEP instruction	
Period 4	80% of journey level hourly rate
2,500 – 3,499 hours of work and completion of 216 total hours of off-the-job related IEP instruction	
Period 5	90% of journey level hourly rate
3,500 – 3,999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	
Journey Level	100% of journey level hourly rate
4,000 hours of work and completion of all off-the-job related IEP instruction	

Employers shall make full payment of all fringe benefit contributions provided for in this Agreement for each hour worked by Apprentices in their employ.

Applications for apprenticeship will be accepted on Tuesdays, Wednesdays or Thursdays between the hours of 9:00 a.m. and 3:00 p.m. at the Apprenticeship office of the Laborers-AGC Training Center (High Hill, MO). Receiving of applications shall be stopped by the Committee whenever it determines that sufficient apprentices are enrolled in the program to meet anticipated worker requirements, or it finds that excessive numbers of apprentices already in the program are unemployed. The Committee will resume receiving applications when, in the opinion of the Committee, the condition or conditions warranting the cessation of receiving applications no longer exists.

Employers shall be allowed: One (1) apprentice when employing three (3) or more journey level laborers; two (2) apprentices when employing ten (10) or more journey level laborers; three (3) apprentices when employing fifteen (15) or more journey level laborers; four (4) apprentices when employing twenty (20) or more journey level laborers. Employers employing more than twenty (20) journey level laborers shall be entitled to employ one (1) additional apprentice for each additional five (5) journey level laborers employed.

In the event a specific project warrants additional manpower requirements above the ability of the Local Union to provide workmen, the above apprentice to journey level worker ratios may be waived by the Eastern Missouri Laborers' District Council.

In the event of temporary reduction of workforce, the Employer shall reduce the number of apprentices in accordance with the above and promptly notify the Committee of the name of the apprentice. Apprentices so temporarily laid off will have their names placed in a pool and will be available for employment by Employers desiring to employ apprentices during times that the Committee is not accepting new applications for apprentices.

Apprentices shall work at all times under the supervision of a competent and qualified journey level laborer employed by the same Employer.

Apprentices shall be subject to the same working conditions as the Employer's journey level laborers. However, it is expressly agreed and understood that Employers shall assign apprentices to different job tasks so as to allow them to become adept at a variety of operations and work skills.

Should any provision of this article be contrary to or in violation of any applicable existing law or statute hereafter promulgated, then in that event such provision shall be void and of no force and effect, but all other provisions of this article shall continue in full force and effect.

Any contractor delinquent in reports or contributions to any Laborers' Benefit Fund will be ineligible to employ any additional apprentices.

It is hereby agreed and understood that any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Level Laborer under this Agreement. Further, the failure of any Apprentice to maintain his or her Apprenticeship status shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Union agrees to indemnify and hold the employer harmless from any liability or claims arising from the discharging of such employee at the request of the Union.

ARTICLE XXII
Drug and Alcohol Testing

In order to promote a safer working environment, the Trustees of LECET have adopted a drug and alcohol testing program (the "Laborers' Program" which is governed by the St. Louis Construction Industry Substance Abuse Consortium Policy), which is available free of charge to all employees covered by this Agreement. All employees, as a condition of employment on and after September 1, 2010, shall satisfy the good standing requirements of the Laborers' Program, as it exists on September 1, 2010 and as it may thereafter be changed with the approval of the parties to this Agreement.

Apart from the Laborers' Program, the Employer may require employees to submit to testing for alcohol or illegal and controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or illegal and controlled substances under the rules and procedures of a testing program (other than the Laborers' Program) that is administered by a third party and is acceptable to the Union.

To pay for this Program, the Employer will, effective May 1, 2010, commence paying \$.03 per hour additional LECET contribution to be kept and accounted for separately and shall only be used for the payment of costs directly related to the Laborers' Program. A committee consisting of two representatives from SITE Improvement Association, two representatives from the Associated General Contractors of St. Louis, and two representatives of the Eastern Missouri Laborers District Council shall meet annually during the month of February to review the costs of this program. This Committee shall have the authority to either raise or lower such contribution rate. However, such contribution shall not exceed four cents (\$.04) per hour. Any matters that may arise during the term of this agreement shall be referred to the committee previously referenced for its input and recommendation. Such recommendation shall be referred back to the respective associations and the Eastern Missouri Laborers' District Council for further action.

ARTICLE XXIII
OSHA 10

In order to promote a safer working environment, each employee covered by this Agreement, as a condition of employment on and after May 1, 2010 shall have completed the OSHA 10-hour construction and safety and health training course thirty (30) days after commencement of employment, provided that the employee had reasonable opportunity to do so at the Union's expense. A new hire may satisfy this requirement by applying to register in the Apprenticeship Program within the thirty (30) day period, and completing the OSHA 10-hour course when offered in the Program. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

ARTICLE XXIV
Laborers' Political League (LPL)

The Employer agrees to deduct and transmit to the Laborers' Political League (LPL) five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

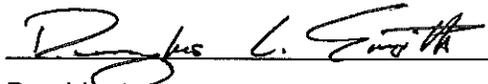
The Employer shall retain 2% of the gross proceeds from the checkoff as reimbursement for the Employer's costs in administering this checkoff.

It is specifically understood that no contribution shall be deducted from any employee's wages unless and until such time as the Employer has physically in his possession an authorization card signed by the employee providing for such deduction and payment to the respective Laborers' Political League. The Union is responsible for providing these completed authorization forms to the Employer.

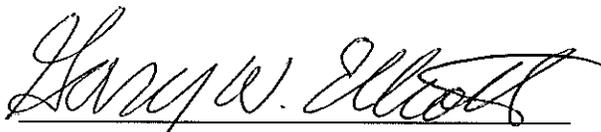
The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Laborers' Political League contributions.

IN WITNESS WHEREOF, the parties hereto have set their hands this first day of May 2009.

THE ASSOCIATED GENERAL
CONTRACTORS OF MISSOURI
(Collective Bargaining Representative)

By: 
President

EASTERN MISSOURI LABORERS'
DISTRICT COUNCIL AND ITS
AFFILIATED LOCAL UNIONS IN THE
STATE OF MISSOURI

By: 
Business Manager

EMPLOYERS

According to Article XVII, Section 1 of this Agreement, the signatures of Employers who are members of the Associated General Contractors of Missouri, accepting this Agreement are on file in the office of the Associated General Contractors of Missouri, Jefferson City, Missouri