

**LABORERS**  
MARCH 1    FEBRUARY 28  
**2005 - 2010**

**AGREEMENT**  
**WAGES**  
**WORKING RULES**

negotiated by

**THE PLUMBING INDUSTRY  
COUNCIL**

and

**LOCAL UNION NO. 660**  
**City and County of St. Charles**  
**Lincoln, Montgomery and Warren Counties**  
**State of Missouri**

affiliated with the

**EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL**

and the

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

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# COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into, effective the first day of March 2005 by and between the Plumbing Industry Council for and in behalf of their members who sign individual contracts, hereinafter referred to as the Employer and Local Union No. 660, affiliated with the Eastern Missouri Laborers' District Council, Laborers' International Union Of North America, AFL-CIO, hereinafter referred to as the Union.

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

## Article I Recognition

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative of all building and construction laborers including laborer foremen in its employ with respect to wages and hours and all other conditions of employment in all classifications and for the jurisdiction assignments herein enumerated, on work located in the Counties of St. Charles, Warren, Lincoln and Montgomery, State of Missouri.

**Section 2.** The Employers agree that whenever any work covered by this Agreement is subcontracted, it shall be subcontracted only to subcontractors whose employees enjoy wages, hours, and other conditions of employment equal to those contained in this Agreement. It is further understood that this paragraph shall be and become a part of the specifications on any work which an Employer shall let in any manner to a subcontractor. A subcontractor is a contractor who performs work at the site of the project.

## **Article II Union Security**

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all personnel 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 eight (8) days following the beginning of their employment or the execution date of this Agreement, whichever is the latter; that the continued employment by the Employer in the said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of their periodic dues to the Union; and that the continued employment of persons who were in the employment of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon these 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 persons on the same terms and conditions generally available to other members to forthwith discharge such persons. 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 III Laborers Hiring Arrangement**

**Section 1.** Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities. Any reference to the masculine gender in this agreement shall also be understood to mean the female gender.

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

**Section 2.** The Employers, recognizing that the Union operates and maintains the only centralized source of skilled manpower available to the construction industry within the State of Missouri and that the Union, 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 as follows:

- (a) Before starting work on any job the Employer shall invite representatives of all Unions involved to a pre-job conference either on the job site or at some other mutually agreed upon place. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classifications and the unions will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements.
- (b) Subject only to the rights of the contractor to employ and transfer men under Section 3 of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position on a job in progress without first calling the 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 than the number of available jobs. If he does so, those men referred but not employed shall be reimbursed in the amount of four (4) hours' pay, for the job they referred to do. The Union shall have forty-eight (48) hours to fill the Employer's request for men qualified to perform the work involved.
- (c) If the Union fails for any reason to refer applicants within the time required, the Employer may secure such workmen from any source available to him.
- (d) The Employer shall have the right to accept or reject for a good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained.

- (e) In any emergency situation, men may be secured on a temporary basis in any manner to perform any kind of work for as long as, but no longer than the emergency exists, but in no case for more than twenty-four (24) hours.

**Section 3.** The Union, 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 classification, and who have known abilities to work in harmony and help organize an efficient crew, agrees as follows:

- (a) Without regard for any of the limitations imposed by the preceding Section 2 of this Article, the Employer may bring in to any job from any place or Union jurisdiction up to one (1) man in the craft covered by this Agreement or ten percent (10%) of all the men employed on the job in such craft, whichever number is the greater, furthermore, the Union agrees to give due consideration to any Employer's request for additional men consistent with the purpose of this Section.
- (b) The first workman on the job shall be a Local 660 member. The Employer may bring a Local 660 member as the first workman if presently and previously employed by the Employer.

**Section 4.** Should any contractor refuse to request referrals of men as provided hereinabove, then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding.

#### **Article IV Jurisdiction**

The Employer recognizes the exclusive jurisdiction of the Union to the following classifications of work, and all work within the Union's jurisdiction, as herein set forth shall be assigned exclusively to employees represented by the Union:

- (a) The excavation of trenches, laying vitrified clay or concrete pipe for all private storm and sanitary sewers, house drains, (or laterals beginning at the junction and foundation) and the backfilling of trenches for the above.

- (b) The excavation of trenches for underground sewers, drains and sump pits in building and backfilling of trenches for the above.
- (c) The excavation of trenches for water, steam, fire, gasoline, air, vent, oil and electric lines and the backfilling of trenches for same.
- (d) All blasting and drilling of rock whether by air, steam, electric or hand tools.
- (e) Cutting of holes for plumbing pipes through walls or floors over thirteen inches (13") in thickness.

## **Article V**

### **Hours of Work**

**Section 1. Workday:** Eight (8) hours shall constitute the regular workday, between the hours of 6:00 a.m. and 5:30 p.m., except when Employer elects to work four 10-hour days as described below.

The starting time of the workday can be adjusted from 6:00 a.m. to 9:00 a.m. This provision applies to the Employer's work force on a job-by-job basis. The entire laborers' workforce on the job site shall have the same starting time, but this is not intended to preclude the Employer from starting a portion of his work at a time differing from the balance of the workforce if the overtime rate is paid.

**Section 2. Ability to Work Four Ten-Hour Days:** The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate.

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



**Section 2A. Overtime:** Time and one-half (1 ½) shall be paid (except for work performed on projects that cannot be performed during the regular workday as modified in Article V, Section 1 and Article V, Section 8, for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1 ½) shall be paid for work performed on Saturdays except as modified in Article V, Section 8. Double time shall be paid for work performed on Sundays and holidays. Overtime shall be computed at one-half (½) hour intervals.

**Section 3.** Time and one-half (1 ½) shall be paid for emergency repair work, not to exceed three (3) hours, after which double time rate will apply. All overtime on Sundays and holidays is double time.

**Section 4.** Employees who are required to work more than two (2) hours after the regular quitting time shall receive one-half (1/2) hour for supper with pay.

**Section 5.** Employees who are required to work after 12:30 a.m. on any day shall receive a one-half (1/2) hour period with pay for a meal, and food shall be provided by the Employer. If lunch is eliminated, the employee shall receive one hour of pay at the overtime rate of pay.

**Section 6.** An employee transferred during working hours from one job location to another shall be paid his regular rate while in transit, and no employee shall be transferred during his lunch period.

**Section 7. Non-Loss Time Accident:** On the day of an injury resulting from a job site accident, the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided the doctor requires a return visit during working hours. Employee will obtain a written memorandum from the doctor showing the time of appointment and the time of treatment and will provide a copy to the Employer.

**Section 8.** On Projects that cannot be performed during the regular workday, i.e., plant maintenance and modification of operating plants because of safety or interruption of normal operations of industrial hospitals, institutional, or commercial operations, other than habitable dwellings.

**Projects That Cannot Be Performed During Regular Workday:** Where specifications issued by governmental agencies require street, road, bridge and aircraft operating areas work to be performed outside the regular workday, the starting time will begin when the employee starts to work. The employee shall be paid applicable straight time hourly wage plus a premium of \$2.50 per hour for the first eight hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate. All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

**Definition:** "Aircraft Operating areas work" such as ramps, taxi areas, runways, (finger ramps, double decks, if it must be kept open during the day).

**Section 9. Reporting Pay:** When employees report for work at their regular starting time, they must be allowed four (4) hours' pay. When work is stopped by bad weather, employees will be paid for actual hours worked. Employees will not receive show up time if weather conditions will not permit the Employer to work. If employees are requested to remain on the job due to weather conditions, they shall be paid from their regular starting time and continue for not less than four (4) hours. When employees are sent home because of bad weather and are instructed to report back to work at noon they may do so, and if they report to work they shall be paid not less than four (4) hours pay for the afternoon.

**Section 10.** Where any employees have been employed for the first four (4) hours and Employer does not require their service for the remaining four (4) hours, Employer must notify employees not later than 12:00 noon, and failing to do so, Employer shall pay employees four (4) hours wages, or otherwise allow them to finish out the day.

**Section 10A.** If the Employer schedules a ten (10) hour workday (see Section 1A), the four (4) hours as stated in Section 9 and 10 shall be changed to five (5) hours.

**Section 11.** All men working under this Agreement shall take their working instructions from their foreman.

**Section 12.** The provisions in this Article for four (4) hours guaranteed payments at the straight time rate shall also apply to Saturdays, Sundays and holidays.

**Section 13. For Residential Work Only:** If a crew is prevented from working two (2) work days or any part thereof, Monday through Friday, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate.

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

## **Article VI**

### **Wages**

#### **Plumber Laborer -- Laborers working with Plumbers St. Charles City and County Lincoln, Montgomery and Warren Counties**

The following increases will be effective on the dates indicated:

\$1.10 per hour March 7, 2005 (in wages and/or fringes at Union's option.)

\$1.10 per hour March 6, 2006 (in wages and/or fringes at Union's option.)

\$1.10 per hour March 5, 2007 (in wages and/or fringes at Union's option.)

\$1.10 per hour March 3, 2008 (in wages and/or fringes at Union's option.)

\$1.10 per hour March 2, 2009 (in wages and/or fringes at Union's option.)

Specific amounts will be noted on wage schedules in Article XXI.

#### **Residential Construction All Plumber Laborers Working in Homebuilding and Residential Construction**

#### **St. Charles, County**

The following increases will be effective on the dates indicated:

\$90 per hour March 7, 2005 (in wages and/or fringes at Union's option.)

\$90 per hour March 6, 2006 (in wages and/or fringes at Union's option.)

\$90 per hour March 5, 2007 (in wages and/or fringes at Union's option.)

\$90 per hour March 3, 2008 (in wages and/or fringes at Union's option.)

\$90 per hour March 2, 2009 (in wages and/or fringes at Union's option.)

Specific amounts will be noted on wage schedules in Article XXI.

**Residential Construction  
All Plumber Laborers Working in  
Homebuilding and Residential Construction**

**Lincoln, Montgomery and Warren  
Counties, Missouri**

The hourly wage rate applicable for Lincoln, Montgomery and Warren Counties, shall be fifty cents (\$0.50) per hour less than the rate shown above (under St. Charles County) for each effective date thereof.

The Welfare rate and Pension rate shall be the same as for St. Charles County, Missouri.

**Definition:** "Home Building" or "Residential" construction shall be defined as:

- (1) The building or construction of housing designed for occupancy as a single family residence, and
- (2) Two (2) or more units on adjoining lots, or on lots designed and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, group of dwelling or row housing. Limited to four (4) stories in height exclusive of the basement, and
- (3) Subdivision development, including excavating, grading, foundation construction and street, sewer, driveway and sidewalk paving, and the construction of accessory and service building in connection therein, and
- (4) Construction of any other building deemed to be a single family residence under the provisions of Missouri law.

**Foreman Rate:** Fifty cents (\$.50) per hour above applicable basic rate.

**General Foreman Rate:** One dollar (\$1.00) per hour above applicable basic rate.

**Supplemental Dues:** The Employer shall deduct and withhold from the wages due employees working on all projects except Homebuilding and Residential Construction covered by

this Agreement supplemental dues in an amount equal to three percent (3%) of the gross wages. For Plumber Laborers working in Homebuilding and Residential Construction, the Employer shall deduct and withhold from the wages due these employees covered by this Agreement supplemental dues in an amount equal to two and one-half percent (2½%) of the gross wages

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

Reporting and payment of such sums so deducted and withheld shall be made monthly on "Contractors Fringe Benefit Report" forms and mailed to the Construction Industry Laborers' Fund Office, 116 Commerce Drive, Jefferson City, Missouri, 65109.

Reports and payments shall be due no later than twenty (20) days following the month in which the deductions were made for work performed.

**Welfare:** In addition to the applicable basic hourly wage rate, the Employer shall contribute (Specific amounts will be noted on wage schedules) per hour for each hour worked by employees covered by this Agreement, to the Construction Industry Laborers' Welfare Fund.

**Pension:** In addition to the applicable basic hourly wage rate and the contribution to the Construction Industry Laborers' Welfare Fund, the Employer shall contribute (Specific amounts will be noted on wage schedules) for each hour worked by employees covered by this Agreement, to the Construction Industry Laborers' Pension Fund.

**Training:** In addition to the applicable basic hourly wage rate, the Employer shall contribute (Specific amounts will be noted on wage schedules) per hour for each hour worked by employees covered by this Agreement, to the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund.

The Union shall have the alternative to convert the cents per hour wage increase provided for in this Agreement from straight wages to additional cents per hour contribution to Welfare, Pension, Supplemental Dues, Training, LECET or Vacation. 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 so convert any of the wage increases to fringe benefits, it will serve written notice to the Employer at least sixty (60) days prior to the effective date of any annual wage installment date.

The payments abovementioned shall be paid monthly by the Employer under this Agreement to the Construction Industry Laborers' Fund Offices, 116 Commerce Drive, Jefferson City, Missouri, 65109.

**Plumbing Industry Council Industry Benefit Fund (PIC IBF):** In recognition of the ongoing need to promote the union plumbing industry, educate its members, and pursue constructive and mutually beneficial labor relations, the Plumbing Industry Council has been established.

In order to provide funds to the Plumbing Industry Council for use, each and every Employer signatory to this agreement shall contribute to the Plumbing Industry Council sums of money equal to \$.27 per hour for each manhour worked by each and every employee performing laborer work under this collective bargaining agreement.

The Employer shall pay the PIC contribution when the Employer contribution is otherwise paid to the Welfare Fund. All Plumbing Industry Council contributions are to be mailed to the offices of the Plumbing Industry Council.

The reporting, payment and administration of such contributions shall be governed by the terms of the by-laws creating the Plumbing Industry Council.

Employers shall encourage their laborer employees to take full advantage of all training, education and information offered through or by the Plumbing Industry Council.

## **Article VII**

### **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 March 1, 2005 as a journey level laborer on work within the area limits of this Agreement, an Employer may not continue to employ an employee hired after that date unless the employee has, within eight (8) days after commencing such employment, registered for whichever of the following training requirements is applicable, and thereafter pursues such training to completion.

- If the employee has less than 4,000 hours of documented previous construction experience, the employee must register, with a letter of intent to hire from the Employer, to enter the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri. If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's documented working experience and demonstrated job skills, as determined solely by the Joint Apprenticeship Committee.
- If the employee has 4,000 or more hours of documented previous construction experience, the employee must register with a letter of intent to hire from the Employer, and enroll and complete the OSHA Safety & Health and Industry Orientation classes, by the Laborers-AGC Training Center (High Hill, MO), or other location approved by the Joint Apprenticeship Committee.

An employee who has once completed the applicable training requirement 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 Bureau of Apprenticeship and Training of the U.S. Department of Labor for the Eastern portion of the State of Missouri, including the St. Louis metropolitan area, under Registration Number MO-002-95002, 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.

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	50% of journey level hourly rate
1 – 499 hours of work	



Period 2	60% of journey level hourly rate
500 – 1,499 hours of work	
Period 3	70% 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, and 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-five (25) 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.

No person who has previously been employed as a Journey Level laborer shall be eligible for employment as an apprentice.

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

Any contractor involved in litigation or pre-litigation with any Laborers' Benefit Fund will be ineligible for 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.

## **ARTICLE VIII**

## Shift Work

Section 8. Shifts may be established when considered necessary by the Employer.

Shift hours and rates are as follows:

First Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

Second Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

Third Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

Section 8.2 Shifts shall be established for a minimum of three (3) consecutive workdays.

Section 8.3 If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operations to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift.

Section 8.4 The first shift will be paid at eight (8) hours straight time pay for eight hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cents (\$2.50) per hour premium for eight hours (8) work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cents (\$3.50) per hour premium for eight hours (8) work.

Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which being on Friday morning and end on Saturday morning will be paid at straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1 ½); the shifts that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominantly during the early morning hours will receive third shift pay.

Section 8.5 Nothing above prohibits the working of two shifts at greater than eight (8) hours with excess hours to be paid at the overtime rate.

## **Article IX**

### **Holidays**

**Section 1.** The following days shall be recognized as legal holidays: New Years' Day, Decoration Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, and Christmas Day. In the event that any of these holidays fall on a Sunday, the following Monday shall be observed.

**Section 2.** No work shall be performed on the days set forth in Section 1 except in cases of emergencies to protect life or property.

**Section 3.** All work performed on these holidays shall be compensated at double the regular hourly rate for work performed.

## **Article X**

### **Union Stewards**

**Section 1.** In no case shall an employee be discharged because he is acting as steward, or for performing his duties as steward. Stewards shall be appointed by the Business Agent. The name of the steward shall be given to the Employer immediately after his selection. The steward shall remain on the job as long as there is work under the laborers' jurisdiction. No steward shall be discharged without the Employer first notifying the Business Agent, and for no cause other than being an inefficient workman.

**Section 2.** If any employee shall be taken sick on a job, or meet with an accident while at work, the steward shall see that he is properly cared for, and the Employer shall pay the steward for his lost time. The steward shall attend personally and see to it that the injured employee is immediately given proper medical care or hospitalization and that the injured employee's family is notified without loss of pay to the steward for such service.

**Section 3.** All employees under this bargaining unit shall be required to register with the job steward on the date of hire. Such registration shall consist of employee furnishing to the steward his name, address and telephone number. The steward shall also be allowed to request to see the employee's Union card and ask him to voluntarily fill out a supplemental dues authorization check-off card.

## **Article XI**

### **Foreman – General Foreman**

**Section 1.** When three (3) or more laborers are employed, one (1) shall be a working foreman and when six (6) or more laborers are employed, the working foreman shall become a non-working foreman. When two (2) foremen are employed on the same job and shift, one (1) shall be classified as the General Foreman.

## **Article XII**

### **Union Officials**

Union officials shall be permitted on all jobs and to all places and projects where or when members of the Union are employed.

## **Article XIII**

### **General Rules**

**Section 1.** No employee shall be required to undergo a medical or physical examination as a condition of employment, or continued employment, nor shall any employee be required to punch a time clock on any job.

**Section 2.** The Employer shall arrange for workmen's compensation insurance coverage for all employees regardless of number with a reliable and accredited insurance carrier and shall provide for complete coverage. The insurance policy shall contain upon its face the date upon which it is scheduled to expire, and the policy shall be made available to the Business Agent of the Union and to employees, upon request, for examination.

**Section 3.** The Employer shall furnish all tools and equipment used by the employees and issue rubber boots to employees working in mud, concrete and other substances. The Employer shall issue rubber coats and hats when employees are required to work in rain or where moisture drips. Such equipment shall be serviceable and shall be maintained in a sanitary condition at the Employer's expense. The employees shall be allowed five (5) minutes to change clothes before quitting time and five (5) minutes to put away tools at quitting time, for which time employees shall be paid.

**Section 4.** The Employer shall furnish a warm, clean place for employees to change clothes, and the Employer shall furnish sanitary facilities and adequate first aid facilities on the job.

**Section 5.** Employees shall not be required to work with unsafe tools or equipment or without adequate safety appliances at any time, nor shall employees be called upon to work under conditions that do not make for their utmost safety in the performance of their work.

**Section 6.** Ice water must be furnished to employees in hot weather or when the Steward informs the Employer that it is necessary that ice water be provided to the employees.

**Section 7.** On a large project, or any specific building project, where there has been a pre- job conference and travel expenses have been agreed upon by the Employer and Unions, the laborers shall be granted the same consideration and allowance.

**Section 8. Voting Time:** RSMo 129.160-1 states any person entitled to vote at any election held within this state, or any primary election held in preparation for such election, shall, on the day of such election be entitled to absent himself or herself from any services or employment in which he or she is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he or she votes shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there are three (3) successive hours, while the polls are open in which he or she is not in the service of his or her Employer. The Employer may specify any three (3) hours between the time of opening and the time of closing of the polls during which such employee may absent himself or herself as aforesaid.

If required, the employee shall have the form signed at the polling place to indicate a vote has been cast. Employer shall furnish form.

**Section 9.** If the Employer fails, refuses or neglects to pay any employee on the regular payday (Friday), the Business Agent of the Union shall make a demand upon the Employer for payment, and if the employees are not paid within one (1) hour thereafter, the employees shall be paid waiting time at their regular hourly rate of pay until their wages are paid in full by the Employer. The Employer shall pay employees once every week, and pay shall be in full up to Sunday night, except where State or Federal regulations demand that the payroll reports shall be by calendar week, in which case payday shall be not more than three (3) workdays after the pay period.

**Section 10.** Employees discharged or laid off shall receive their pay immediately at the Employer's office on the job site. If the employee is required to wait for payment, he shall receive pay for such waiting time at his regular hourly rate.

**Section 11. Visiting Jobsites:** Duly authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the men, but shall in no way hinder the progress of the work.

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

#### **Article XIV Funds**

**Section 1.** Employers who accept and sign this Agreement also agree that the Trust Agreement of the Construction Industry Laborers' Welfare Fund, the Trust Agreement of the Construction Industry Laborers' Pension Fund, the Trust Agreement of the Missouri AGC - Eastern Missouri Laborers' Joint Training Fund, and the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust, are part of this Agreement and agree to be bound by the terms and conditions of and will become parties to, participate in and pay into such Trust Funds as follows:

- (a) In addition to the per hour wage rates, the Employer will contribute the negotiated amount on the wage and fringe benefit schedule per hour for each actual hour worked by each employee to the Construction Industry Laborers' Welfare Fund.

- (b) In addition to the per hour wage rates, the Employer will contribute the negotiated amount on the wage and fringe benefit schedule per hour for each actual hour worked by each employee to the Construction Industry Laborers' Pension Fund.
- (c) In addition to the per hour wage rates, the Employer will contribute the negotiated amount on the wage and fringe benefit schedule per hour for each actual hour worked by each employee to the Missouri AGC-Eastern Missouri Laborers' Joint Training Fund.

The payments abovementioned shall be paid monthly by the Employers under this Agreement to the Construction Industry Laborers' Fund office, 116 Commerce Drive, Jefferson City, Missouri, 65109.

**Section 2.** It is further agreed that the Trustees of the Construction Industry Laborers' Welfare Fund, upon request, shall furnish, to each Employer covered under this Agreement, a quarterly financial report of the Construction Industry Laborers' Welfare Fund, showing payments into and disbursements therefrom, and the status of said Fund.

**Section 3.** Payment shall be made to the Welfare and the Pension Fund offices not later than twenty (20) days following the month in which the work was performed. Should payment be made later than twenty (20) days following the month in which the work was performed, the Employer agrees to add twenty percent (20%) to the amount due as liquidated damages.

**Section 4.** The Trustees for the Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate payroll records of any Employer at any time if they have evidence that such Employer is not making proper and timely contributions to said Funds. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer. Signatory Employers also agree to permit representatives of the Fund Office to audit the appropriate payroll records of any Employer on a random basis not to exceed once every three (3) years without evidence that such Employer is not making proper and timely contributions to said Funds.



**Section 5.** Any Employer who does not comply with and make payments into the Welfare, Pension, Training, LECET, and Supplemental Dues, as provided for herein, shall be liable for all delinquency claims and for benefits denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent in its payments to the Welfare, Pension, Training, LECET or Supplemental Dues. Such Employer agrees to reimburse such employees who have been denied benefits, their heirs, survivors or their estates in an amount equal to that which would have been paid by certificate through the Welfare, Pension, Training, LECET or Supplemental Dues offices. In the event the Employer fails to make prompt and timely reports as required and payments of the contributions due to the Welfare, Pension Training, LECET and/or Supplemental Dues, the Union, following seventy-two (72) hours written notice by the Welfare, Pension, Training, LECET and/or Supplemental Dues Trustees or the Union, to such delinquent Employer and the Association, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereof, it is agreed that the above contributions due, plus liquidated damages equal to twenty percent (20%) of the contributions due, constitute a debt owed by the Employer to said respective Funds Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or Union, such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action the Employer agrees to pay in addition to the amount due of such debts (including the liquidated damages), all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33 1/3%) of the total amount for which judgment is rendered.

**Section 6. Bonding of Employers:** The Union shall not furnish laborers to any Employer, until such Employer has previously delivered to the Laborers' Welfare Fund security for the timely and full payment of wages, fringe benefits and contributions provided herein. Said security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Collective Bargaining Agreement. This security, in the discretion of the Employer, shall be in one of the following three (3) forms:

**Section 6.1 Surety Bond:** In order to assist the Trustees in the collection of all wages, fringes and contributions provided herein, certain employers shall be required to post with the Trustees, or there authorized agent, a surety bond on the terms set forth hereinafter.

**Section 6.2 Effective Date:** Except in the case of an Employer who has made all required payments due to all the Fund(s) from March 1, 2001 to February 28, 2005, a surety bond shall be required of each employer as of March 1, 2005. In the case of an Employer who, after March 1, 2005 becomes a signatory to, or becomes bound by this, or any future Collective Bargaining Agreement, or who after March 1, 2005 fails to make required payments when due to any Fund, such bond shall be posted immediately upon such Employer becoming signatory to, or becoming bound by, such Collective Bargaining Agreement or becoming delinquent, as the case may be.

**Section 6.3 Length of Bond:** Any bond required to be posted shall be maintained for a period of sixty (60) months following the date the employer becomes signatory to, or becomes bound this, or any previous or future Collective Bargaining Agreement (Provided all required payments to all Funds are made when due) or the date on which the Employer's most recent delinquency is cured pursuant to Section 5 herein above as the case may be.

**Section 6.4 Amount of Bond:** The Employer shall secure and maintain a surety bond in the minimum amount of \$10,000.00 to guarantee the payment of all wages, fringes and contributions provided herein and shall furnish to the Union evidence of the procurement and maintenance of said bond in such an amount.

**Section 6.5 Irrevocable Letter of Credit:** An Employer may, at its option, submit to the Trustees an Irrevocable Letter of Credit, in the same amount and for the same term as the aforementioned bond, from a commercial lending institution in a form satisfactory to the Trustees, in lieu of a Surety Bond.

**Section 6.6 Certificate of Deposit:** A one month automatically renewable certificate of deposit issued to the Laborers' Welfare Fund by a commercial lending institution in the same amount as the aforementioned bond, in lieu of a Surety Bond.

**Section 6.7 Unsecured Employer(s):** Any Employer who fails to post a security as outlined in Sections 6.1 through 6.6, shall pay fringe rates at a rate of 10% more than the "secured" Employer who has posted one of the three securities as listed in Sections 6.1 through 6.6.

## **Article XV Adjustment of Disputes**

**Section 1.** When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with established practice in the local area.

**Section 2.** There shall be no stoppage of work because of a jurisdictional dispute.

**Section 3.** During the term of this Agreement, the Union will not authorize, cause, induce support of, or condone any strike whether general or sympathetic, or any work stoppage, or slow down of work, or walkout by any of the employees covered hereunder, or the Union or any members of the Union, nor will the Union in any way support any action of employees in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

**Section 4.** The Union further agrees that, should any employees or Union Agents engage in activities, without authority from the Union, the Union will:

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

## **Article XVI**

### **Grievance Procedure and Arbitration**

**Section 1.** Any difference arising between the employee and the Employer with reference to any condition of employment affecting employees subject to this contract that are not covered hereunder, or the interpretation of this contract and any other grievances of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the job steward, shall be referred to the Business Agent of the Union and the proper officials of the Employer.

**Section 2.** All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of

whom shall represent and be appointed by the Employer, and the two (2) thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. The decision of the majority of this Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative and the compensation of the third member and other expenses of such arbitration shall be borne equally by the Employer and the Union.

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

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

**Section 5.** No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an employee from presenting his individual grievance, as provided for and guaranteed by the Labor-Management Relation Act of 1947.

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

**Article XVII**  
**Rights of Management**

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

**Article XVIII**  
**Pre-Bid Conference**

In areas where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Association, the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association. The Association shall present its proposals for relief to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

**Article XIX**  
**Substance Abuse**

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

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

**Article XX**  
**Terms of Agreement**

**Section 1.** This Agreement covers the entire contract between the parties hereto. No oral or written rule, regulation or understanding, which is not embodied herein shall be of any force or effect or binding on the parties.

**Section 2.** Should any provisions of this Agreement be contrary to or in violation of any applicable existing law or any statute hereafter promulgated, then in that event such provision shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and shall be binding upon the parties.

**Article XXI**  
**Wage Schedules**

**PLUMBER LABORERS' RATES –**

**St. Charles City and County, Lincoln, Montgomery and Warren Counties**

	EFFECTIVE
	3/7/05
	\$24.52 .....Includes Supp. dues of 3% of gross wages (taxable amt)
FRINGE	\$ 4.30 Welfare
BENEFITS	\$ 3.00 Pension
	\$ .48 Training & Apprentice
	\$ <u>.27</u> PIC IBF
	\$32.57 Total Package

\$1.10 per hour March 6, 2006 (in wages and/or fringes at Union's option.

\$1.10 per hour March 5, 2007 (in wages and/or fringes at Union's option.

\$1.10 per hour March 3, 2008 (in wages and/or fringes at Union's option.

\$1.10 per hour March 2, 2009 (in wages and/or fringes at Union's option.

**PLUMBER LABORERS' RATES – Residential Construction**

**St. Charles City and County**

EFFECTIVE

3/7/05

\$20.89 .....Includes Supp. dues of 2 1/2% of gross wages (taxable

amt)

FRINGE \$ 4.30 Welfare

BENEFITS \$ 3.00 Pension

\$ .48 Training & Apprentice

\$ .27 PIC IBF

\$28.94 Total Package

\$.90 per hour March 6, 2006 (in wages and/or fringes at Union's option.

\$.90 per hour March 5, 2007 (in wages and/or fringes at Union's option.

\$.90 per hour March 3, 2008 (in wages and/or fringes at Union's option.

\$.90 per hour March 2, 2009 (in wages and/or fringes at Union's option.

**PLUMBER LABORERS' RATES – Residential Construction**

**Lincoln, Montgomery and Warren Counties**

EFFECTIVE

3/7/05

\$20.39 .....Includes Supp. dues of 2 1/2% of gross wages (taxable

amt)

FRINGE \$ 4.30 Welfare

BENEFITS \$ 3.00 Pension

\$ .48 Training & Apprentice

\$ .27 PIC IBF

\$28.44 Total Package

\$.90 per hour March 6, 2006 (in wages and/or fringes at Union's option.

\$.90 per hour March 5, 2007 (in wages and/or fringes at Union's option.

\$.90 per hour March 3, 2008 (in wages and/or fringes at Union's option.

\$.90 per hour March 2, 2009 (in wages and/or fringes at Union's option.

## **Article XXII**

### **Effective Date and Termination**

This Agreement shall become effective as of March 1, 2005 and shall remain in full force and effect until February 28, 2010. The Agreement shall be automatically renewed for additional periods of one (1) year each, from and after the termination of the original term of this Agreement, or any subsequent year for which this Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement or within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, the parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto shall be no strike or stoppage of work.



IN WITNESS IN WHEREOF, the parties have affixed their hands this first day of March 2005.

LOCAL UNION NO. 660  
AFFILIATED WITH THE  
EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL AND THE  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO

By: \_\_\_\_\_  
Perri Pryor, Business Manager, Local 660

By: \_\_\_\_\_  
Ernie Brown, Business Manager, EMLDC

PLUMBING INDUSTRY  
COUNCIL

By: \_\_\_\_\_  
Robert C. Mitchell, President

(FOR USE BY CONTRACTORS)

The undersigned Employer effective \_\_\_\_\_ hereby recognizes the Construction & General Laborers' Local 660, affiliated with the Eastern Missouri Laborers' District Council, AFL-CIO, (hereinafter jointly referred to as the Union) as exclusive bargaining representative for its employees and agrees with the Union to accept and be bound by all the foregoing agreement between Laborers' Local 660, and the Plumbing Industry Council.

The undersigned Employer and the Union recognize that the collective bargaining unit covered by this Agreement to which the Employer hereby becomes a party is a single multi-employer bargaining unit in which the Union has majority status, and for which the Union is the exclusive bargaining representative, consisting of Employers represented by the Association that is bound to this agreement, as well as the undersigned Employer and any individual Employer who are not members of the Association but who sign the agreement or agree to be bound.

The undersigned Employer acknowledges that by agreeing to the agreement, it hereby becomes a member of the multi-employer bargaining unit, irrespective of whether it joins the Employer Association that is a party to this agreement. The Employer also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination and withdrawal from the multi-employer Association is given to the Union by the undersigned not less than sixty (60) days nor more than ninety (90) days prior to any termination date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER:

Company \_\_\_\_\_

Laborers' Local 660

Address \_\_\_\_\_

601 South Fourth St.

\_\_\_\_\_

St. Charles, MO 63301

Telephone \_\_\_\_\_

636-946-8766

BY: \_\_\_\_\_  
(Print Name) (Title)

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)