

**LABORERS'**

**MAY 1,            MAY 1,  
2009 - 2014**

**AGREEMENT**

between

**RESIDENTIAL CONSTRUCTION  
EMPLOYERS**

and

**LABORERS' LOCAL NO. 660**

Affiliated with

**EASTERN MISSOURI  
LABORERS' DISTRICT COUNCIL**

and

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement made and entered into, effective the first day of May, 2009, by and between the Residential Construction Employers, for and in behalf of their members who have assigned their rights with Local No. 660 to the Association, hereinafter referred to as the Employer, and Local No. 660, affiliated with the Eastern Missouri Laborers' District Council, Laborers International Union of North America, AFL-CIO, hereinafter referred to as the Union, witnesseth:

The parties hereto, in consideration of their mutual promises, agree as follows, to wit:

### **ARTICLE I Equal Employment Opportunity**

**Section 1.** Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex or national origin.

**Section 2.** It is agreed that the Employer and the Union will comply with all of the rules, regulations, and provisions of Executive Order No. 11246 established by the President of the United States on Equal Employment Opportunity effective October 24, 1965.

### **ARTICLE II Recognition**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of building laborers, including laborer foremen, who are employed by the Employer on its construction work located in the Counties of St. Charles, Lincoln, Montgomery and Warren, State of Missouri, and who perform the classifications herein enumerated and other classifications of work as established by past practice.

**Section 2.** The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any persons referred by the Union, which referral shall be made nondiscriminatory, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

**Section 3.** The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or on any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools, or appliances.

**Section 4.** 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 Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

### **ARTICLE III Union Security**

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

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

### **ARTICLE IV Subcontractors**

The Employer agrees that whenever any work covered by this Agreement is subcontracted, it shall be subcontracted only to subcontractors who agree, in writing, with the contractor to comply with the terms of this Agreement. It is understood that this paragraph shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to a subcontractor. It is further understood and agreed that the provisions of this Section shall apply to, and bind said subcontractor for the duration of the specific project only and not for the term of this Agreement made between the prime contractor and the Union.

### **ARTICLE V Hiring Arrangement**

**Section 1.** 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, agree as follows:

- (a) 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 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 were 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.

- (b) 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.
- (c) The Employer shall have the right to accept or reject for a good and just cause any job applicants 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.
- (d) 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 2.** 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 classifications, and who have known abilities to work in harmony and help organize an efficient crew, agree as follows:

- (a) Without regard for any of the limitations imposed by the preceding Section of this Article, the Employer may bring into 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.

**Section 3.** 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 VI Past Practice**

The Employers and the Union shall not be bound by established past practices in the home building industry, and do not, by this Agreement, intend to establish new practices in the home building industry in the Greater St. Louis area.

## **ARTICLE VII Definition of Home Building or Residential Construction**

**Section 1.** This Agreement covers Home Building or Residential Construction, which is defined as:

- (1) The building or construction of housing designed for occupancy as single family residences, and
- (2) Two (2) or more units on adjoining lots, or on lots designated and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, groups of dwellings or row housing, limited to four stories in height exclusive of the basement, and
- (3) excavating and grading for foundation construction, and driveway and sidewalk paving, for the home only, and

- (4) Construction of any other dwelling, deemed to be a single-family residence under the provisions of Missouri law, and
- (5) This Agreement does not cover Site development and/or improvement work with the exception of work for the home only.

**Section 2.** A residential construction laborer is not eligible for employment on commercial construction and/or heavy or highway work unless such employee enrolls in and completes the mandatory apprenticeship program(s) established for commercial work in the collective bargaining agreements applicable to such work.

## **ARTICLE VIII Jurisdiction**

**Section 1.** Laborers represented by the Union shall perform work of a nature established by past practice in the home building industry in the Greater St. Louis area including:

- (1)
  - (a) the handling of concrete
  - (b) the handling of water
  - (c) the handling of materials to and from mixers
  - (d) the chopping and breaking of concrete by hand or other methods
  - (e) the handling of sand, gravel, crushed rock and cement for concrete work
  - (f) the moving, cleaning, oiling, and carrying to the next point of erection of panel forms which are to be reused
  - (g) the stripping of forms which are not to be reused
  - (h) the cleaning, handling and distribution of lumber
  - (i) the drying of concrete work by salamander or other artificial heat during the working day or at night, if required to keep heat up, in which case laborers shall be employed, as required, and paid under the other terms of this contract
  - (j) the digging of trenches for foundations, excavating in and around buildings
  - (k) the unloading and distribution of material at the building site and its placement at the direction of the Employer
  - (l) the operating of skid steer loaders and tractors of 55 horsepower or less for the sole use of the signatory contractor.
  - (m) the laying of wire mesh and iron rods on residential construction.
  - (n) cleaning and clearing of all debris, including the removal of surplus material, crates and packaging materials within the confines of buildings and the construction area. Burning, loading or packaging of said debris. Scraping or sweeping of floors, wire brushing of windows and all general clean up as provided for in the scope of work of the contractor.
- (2) Truck drivers may be permitted to carry materials inside of buildings for the protection of said materials during inclement weather.
- (3) Where not more than two (2) consecutive hours of work are required, that work can be done by any craft at its prevailing wage. However, this prerogative shall not be construed to mean that the members of this bargaining unit shall be deprived of their respective jurisdiction of work. Should any Employer be found in violation of the provisions hereinabove mentioned, it shall be considered for adjustment by a joint meeting of the Labor Committee of the Residential Construction Employers and the Union, and if not resolved, then the Union shall have the right to strike to enforce compliance therewith, any contrary provision in this Agreement notwithstanding.

**Section 2.** The Employer may, at its option, assign to bargaining unit members the work of striking off and finishing of flat concrete surfaces.

**Section 3.** Any other provision in this Agreement notwithstanding, should any employees covered by this Agreement perform site development and/or improvement work covered by the 2009-2014, or any subsequent, Collective Bargaining Agreement between the Union and the SITE Improvement Association, then all such work, with the sole exception of work for the home only, shall be covered by the provisions of the SITE Agreement including, but not limited to, provisions pertaining to wages and benefits contained in the commercial pay and fringe benefit schedules.

**Section 4.** Effective July 1, 2009, the following work traditionally performed by Laborer Helpers shall not be covered by the terms and conditions of this Agreement:

- (1) clean-up work involving the building or construction of housing designed for occupancy as single family residences only to the extent that the project is financed through purely private sources, and
- (2) clean-up work involving two (2) or more units on adjoining lots, or on lots designated and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, groups of dwellings or row housing, limited to four (4) stories in height exclusive of the basement, only to the extent that the project is financed through purely private sources. This exception shall not apply to projects covered by prevailing wage laws or projects that are, in whole or part, publicly funded. This exception shall also not apply, irrespective of funding, to the following: Student housing projects, common areas and common facilities of retirement communities, nursing homes, assisted living facilities, lofts and paving work during land development phase of construction. This exception notwithstanding, any Employer signatory to or bound by this Agreement shall, on a one-time basis, have the opportunity to elect that some or all of its current Laborer Helpers shall be covered by this Agreement with respect to all work covered by this Agreement such that the exception set forth in this paragraph shall not apply to such designated incumbent Laborer Helpers. The Employer must designate the individuals in a written notice to the Union by June 30, 2009. Such designation shall be irrevocable only for the full term of this Agreement, and the exception set forth in this paragraph shall not apply to such designated employees for the full term of this agreement.

## **ARTICLE IX**

### **Work Day - Overtime - Conditions**

**Section 1.** The working day for laborers shall consist of eight (8) or ten (10) hours between the hours of 7:00 A.M. and 5:30 P.M. For emergency work in the public interest, i.e. snow removal, starting time will begin when employee starts to work with all work over eight (8) or ten (10) to be at the overtime rate.

**Section 2.** The starting time of the workday can be adjusted from 7:00 a.m. to 8:00 a.m. This provision applies to the Employer's job force on a job-by-job basis but is not intended to preclude the Employer from starting a portion of his work force at a time differing from the balance of the work force if allowed by Collective Bargaining Agreement.

**Section 3.** Daylight Savings Time: During the months of November 1 through March 1 when Daylight Savings Times is in effect and it is too dark to work normally, the flexible starting time may be changed by an Employer to a flexible starting time of 8:00 a.m. to 9:00 a.m., rather than 7:00 a.m. to 8:00 a.m., with the same provisions to be applicable.

**Section 4.** All work performed after 40 hours in any work week or after ten (10) hours during any work day and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified herein. If an employee has worked less than forty (40) hours from Monday through Thursday and the Employer elects to work Friday, then the Employer will be required to work or pay the employee for the full scheduled shift on Friday or until the hours worked on Friday plus the hours worked Monday through Thursday total forty (40) hours, whichever is less, and provided further that the employee will be paid or work a minimum of four (4) hours on Friday. Work performed on Sundays and holidays shall be paid for at double the regular hourly rate. If a crew is prevented from working any part of any regularly scheduled work day 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.

**Section 5.** Show Up: An employee shall receive no less than four (4) hours pay at straight time rate or two (2) hours at overtime rate for any day (at the prevailing rate for such day):

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

unless, in the case of subparagraphs (a), (b) or (c) above, the employee is prevented from starting or stopped from working on account of bad weather.

**Section 6.** 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 7.** Wages may be paid in currency, by check, or by direct deposit, except that if there are insufficient funds to cover paychecks issued to Laborers, the Employer may be required to pay future wages in currency. At the option of the Employer, new employees hired after the effective date of this Agreement may be required to accept payment by direct deposit, or by mail; provided, however, that where direct deposit or payment by mail is not feasible due to special circumstances, the Employer agrees to make reasonable accommodations; further provided, that employees working for signatory Employers as of the effective date of this

Agreement are exempt from this requirement. When payment is by mail, checks must be postmarked one day before payday.

**Section 8.** The Employer shall pay on the job, when employees are working on the job at the time specified, every Friday at or before 4:30 p.m. in currency or by payroll check, for the work week ending at 4:30 p.m. the Sunday night prior to the payday. In the event of bad weather on Friday, checks will be on the job no later than 12:00 noon unless unavoidably delayed.

Employees who are discharged shall be paid in full at once. If an employee is sent to the office for his pay, and the office is not on the job site, he shall be paid one (1) hour straight time and carfare. Laborers shall take orders from men in charge of other crafts, but if a laborer foreman is employed, he shall be paid thirty-five cents (\$.35) per hour in addition to the regular straight time hourly rate. Men transferred from one job to another shall receive pay for time spent in transit.

**Section 9.** Employers shall furnish rubber boots for employees who are required to work in excessive mud, water or sloppy concrete, and furnish raincoats and raincaps for employees required to work in rain, and rubber gloves and goggles when needed. The Employer shall furnish ice water during summer months. The Employer shall furnish all safety equipment when required.

## **ARTICLE X Steward**

**Section 1.** The Business Representative shall appoint a workman selected from the employees of the Employer to act as steward on each job. The Employer shall neither be required to hire an additional employee nor to replace a man with a new employee by reason of such selection of the steward. The 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. The Union agrees that such duties shall be performed as expeditiously as possible.

**Section 3.** If overtime is required, the steward shall be one of the workmen who shall perform the work, provided his 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.** In the event the steward is to be transferred, the Employer shall notify the Union, and secure concurrence of the transfer with the business agent.

**Section 5.** Employees shall not be discharged because they are acting as or performing the duties of a steward, but may be discharged for cause. Such cause shall be discussed with the business agent before discharge of the steward.

**Section 6.** Should any employee take sick or meet with an accident while at work, the steward may accompany him to immediate medical attention or the employee's home or hospital, and the Employer shall pay the steward for the loss of time. If such loss of time extends after 4:30 p.m., the steward shall be reimbursed for lost time at the overtime rate, but not to exceed one (1) hour.

**Section 7.** Appointment as steward shall in no way relieve the employee of his duties as a laborer.

**Section 8.** 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 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 checkoff card.

## **ARTICLE XI Foreman**

When ten (10) or more laborers are employed by the Employer on one job, one (1) of them shall be designated by the Employer as a working foreman and shall receive foreman's rate. This foreman, when employed, shall be a working or non-working foreman at the discretion of the Employer and shall be the agent of the Employer. The foreman shall be paid \$.35 above the applicable base rate.

## **ARTICLE XII Holidays**

New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas. When a Holiday occurs on a Saturday, it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

## **ARTICLE XIII Disputes**

**Section 1.** There shall be no stoppage of work by reason of any dispute concerning the matters herein covered until after the matter in question has been considered for adjustment by a joint meeting of the Labor Committee of the Residential Construction Employers and the Union.

## **ARTICLE XIV Grievance Procedure and Arbitration**

**Section 1.** Any difference arising between employee and the Employer with reference to any condition of employment affecting employees subject to this contract, or to the interpretation of this contract and any other grievance 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 of whom shall represent and be appointed by the Union, one of whom shall represent and be appointed by the Employer, and the two 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 Residential Construction Employers on behalf of a member Employer, or by the signatory Employer involved, 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 Residential Construction Employers on behalf of a member Employer, or by the signatory Employer involved, 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 Relations Act of 1947.

**Section 6.** No monetary award by arbitrator 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 XV**  
**Wages - Fringe Benefits**

**Section 1.**

(1) **BASIC HOURLY RATE - General Laborer Residential Work** in St. Charles County, State of Missouri. This rate covers residential work, such as excavating, footing, foundations, concrete flatwork, sewers, curbs, gutters, streets, and plumber laborer work.

	EFFECTIVE	
	5/1/09	
	\$22.82.....	(Includes supp. dues of 2.5% of gross wages (taxable amt.))
FRINGE	\$ 5.05	Welfare
BENEFITS	\$ 3.75	Pension
	\$31.62	Total Package

Effective May 1, 2010--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2011--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2012--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2013--\$.80 per hour increase (in Wages and/or fringes at Union's option)

(2) **Entry Level General Laborer** - Effective May 1, 2009, \$10.00 per hour, no fringe benefits. This rate covers all residential work except excavating, sewers, curbs, gutters, streets, plumber laborer work and brick mason tenders, subject to Article VIII, Section 4.

An Entry Level General Laborer can work at the entry level for a sixty (60) working day period only. After sixty (60) working days, they must be elevated to a first term general laborer

and will be subject to the Union membership requirements of the Union Security Clause of this Agreement.

Before starting work, an Entry Level General Laborer must register at the Local Union Office having territorial jurisdiction over the job site. The Entry Level General Laborer must obtain a letter from the Employer, on company stationery, stating the intent to hire as an Entry Level General Laborer, and also the location of the job. The Entry Level General Laborer must present the letter when registering. After sixty (60) working days, the Entry Level General Laborer must report back to the Union Office and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. If the Entry Level General Laborer is laid-off, terminated or quits, the Employer must notify the Local Union.

If the new hire fails to register with the Local Union before starting work on the job site, they will not be considered an Entry Level General Laborer and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. They will be considered a general laborer and be paid the general laborer's hourly wage rate, plus fringes.

The Employer shall deduct and withhold from wages of the Entry Level General Laborer an amount equal to two and one-half percent (2 ½%) of gross taxable income, as and for supplemental dues. 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 will be made on forms furnished by the Union. The failure of any Entry Level General Laborer to continue payment of amounts as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. No fringe benefit contributions shall be paid on an Entry Level General Laborer.

**First Term General Laborer** – First Term General Laborers are subject to the Union membership requirements of the Union Security Clause of this Agreement.

Rate of Pay: 0 to 6 months – 70% of General Laborers' hourly rate.

**Second Term General Laborer**

Rate of Pay: 6 to 12 months – 80% of General Laborers' hourly rate.

**Third Term General Laborer**

Rate of Pay: 12 to 18 months – 90% of General Laborers' hourly rate.

After 18 months – 100% of General Laborers' hourly rate.

Employers shall make full payment of all fringe benefit contributions provided for in this Agreement for each hour worked by First Term, Second Term, Third Term and General Laborers in their employ.

If an Employer fails to advance a laborer in a timely manner from one term to the next, upon notification from the Union, the laborer shall be immediately advanced to General Laborer and compensated at 100% of the General Laborer hourly wage rate.

- (3) **BASIC HOURLY RATE – Laborers’ Helper Residential Work** in St. Charles County, State of Missouri. This rate covers all residential work except excavating, footing, foundation, concrete flatwork, sewers, curbs, gutters, streets, plumber laborer work and brick mason tenders. All new Hires will be referred from the Union. Subject to Article VIII, Section 4 of this Agreement, Laborers’ Helpers performing work covered by this Agreement will be compensated at the following rate:

	EFFECTIVE	
	5/1/09	
	\$15.65.....	(Includes supp. dues of 2.5% of gross wages (taxable amt.)
FRINGE	\$ 5.05	Welfare
BENEFITS	\$ 3.50	Pension
	\$24.20	Total Package

Effective May 1, 2010--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2011--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2012--\$.80 per hour increase (in Wages and/or fringes at Union's option)  
 Effective May 1, 2013--\$.80 per hour increase (in Wages and/or fringes at Union's option)

- (4) **Entry Level Laborer Helper** - Effective May 1, 2009, \$10.00 per hour, no fringe benefits, and subject to Article VIII, Section 4.

An Entry Level Laborer Helper can work at the entry level for a ninety (90) calendar day period only. After ninety (90) calendar days, they must be elevated to a laborer helper and will be subject to the Union membership requirements of the Union Security Clause of this Agreement.

Before starting work, an Entry Level Laborer Helper must register at the Local Union Office having territorial jurisdiction over the job site. The Entry Level Laborer Helper must obtain a letter from the Employer, on company stationery, stating the intent to hire as an Entry Level Laborer Helper, and also the location of the job. The Entry Level Laborer Helper must present the letter when registering. After ninety (90) calendar days, the Entry Level Laborer Helper must report back to the Union Office and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. If the Entry Level Laborer Helper is laid-off, terminated or quits, the Employer must notify the Local Union. If the Employer rehires the person within six (6) months, the person’s previous time employed counts toward the ninety (90) days.

If the new hire fails to register with the Local Union before starting work on the job site, they will not be considered an Entry Level Laborer Helper and will be subject to the Union membership requirements of the Union Security Clause of this Agreement. They will be considered a laborer helper and be paid the laborer helper’s hourly wage rate, plus fringes.

The Employer shall deduct and withhold from wages of the Entry Level Laborer Helper an amount equal to two and one-half percent (2.5%) of gross taxable income, as and for supplemental dues. 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 will be made on forms furnished by the Union. The failure of any Entry Level Laborer Helper to continue payment of amounts as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. No fringe benefit contributions shall be paid on an Entry Level Laborer Helper.

LINCOLN, MONTGOMERY AND  
WARREN COUNTIES, MISSOURI

The hourly wage rate applicable for Lincoln, Montgomery and Warren Counties, State of Missouri, shall be fifty cents (\$.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, State of Missouri.

**Section 2.** Supplemental Dues: The Employer shall deduct and withhold from the wages due all employees covered by this Agreement supplemental dues in an amount equal to two and one-half percent (2.5%) of the applicable gross wage rate for each actual hour worked.

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 Benefits Report" forms and mailed to the Construction Industry Laborers' Fund office.

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

**Section 3.** 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.

**Section 4.** 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) per hour for each hour worked by employees covered by this Agreement to the Construction Industry Laborers' Pension Fund.

The Union shall have the alternative to convert the cents per hour increase provided for in this Agreement from straight wages to additional cents per hour contribution to Welfare, Pension, Supplemental Dues or Training. If any such conversion occurs, the cents per 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 Office.

**ARTICLE XVI**  
**Funds**

**Section 1.** Employers who accept and sign this Agreement also agree that the Trust Agreement of the Construction Industry Laborers' Welfare Fund and the Trust Agreement of the

Construction Industry Laborers' Pension Fund are part of this Agreement and agree to be bound by the terms and conditions and will become parties to, participate in and pay into:

- (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.

The payments abovementioned shall be paid monthly by the Employers under this agreement to the Construction Industry Laborers' Fund Offices.

**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 financial report quarterly of the Construction Industry Laborers' Welfare Fund, showing payments into and disbursements therefrom, and the status of said Fund.

**Section 3.** Payments 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 if they have evidence that an 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 once every three (3) years without evidence that an 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 Fund and Pension Fund as provided for herein, shall be liable for all delinquency claims and for benefits denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent in its payments to the Welfare or Pension Fund. Such Employer agrees to reimburse such employees who have been denied benefits, their heirs, survivors or their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund or Pension Fund offices. In the event the Employer fails to make prompt and timely reports as required and payments of the contributions due to the Welfare Fund and Pension Fund, the Union, following seventy-two (72) hours written notice by the Welfare Fund and Pension Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereto, it is agreed that the above contributions due, plus liquidated damages equal to twenty percent (20%) of the contribution due, constitute a debt owed by the Employer to said respective Funds Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union such debt may be recovered by suit or action at law brought by said Trustees and/or the Union, and in the event of such action, the Employer agrees to pay in addition to the amount found due of such debt (including the 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 judgement is rendered.

## **ARTICLE XVII Surety Bond**

The signatory Employer shall secure and maintain a surety bond in the minimum amount of \$5,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of said bond in such amount. The Employer's membership in good standing in the Home Builders' Association of Greater St. Louis is sufficient to waive the requirement for such bond.

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

## **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 Residential Construction Employers, the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Residential Construction Employers of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Residential Construction Employers. The Residential Construction Employer 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 Effective Date and Termination**

This Agreement shall become effective as of May 1, 2009 and shall remain in full force and effect until the first day of May 2014. The Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which 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 Employers 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 follows with respect thereof shall be no strike or stoppage of work.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 29<sup>th</sup> day of May, 2009.

NEGOTIATING AGENTS

RESIDENTIAL CONSTRUCTION EMPLOYERS

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JOHN FISCHER  
Labor Committee Chairman

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

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PERRI PRYOR  
Business Manager

**GENERAL LABORERS' RATE  
RESIDENTIAL CONSTRUCTION  
ST. CHARLES COUNTY**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate	
		Supplemental Dues Amount	Welfare	Pension	Total
May 1, 2009	\$22.82	*	\$5.05	\$3.75	\$31.62
(a) May 1, 2010		*			\$32.42
(b) May 1, 2011		*			\$33.22
(c) May 1, 2012		*			\$34.02
(d) May 1, 2013		*			\$34.82

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

(a) May 1, 2010 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 1, 2011 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(c) May 1, 2012 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(d) May 1, 2013 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

**GENERAL LABORERS' RATE  
RESIDENTIAL CONSTRUCTION  
LINCOLN, MONTGOMERY AND WARREN COUNTIES**

Effective Date	Hourly Wage Rate	this amount INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate	
		Supplemental Dues Amount	Welfare	Pension	Total
May 1, 2009	\$22.32	*	\$5.05	\$3.75	\$31.12
(a) May 1, 2010		*			\$31.92
(b) May 1, 2011		*			\$32.72
(c) May 1, 2012		*			\$33.52
(d) May 1, 2013		*			\$34.32

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

(a) May 1, 2010 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 1, 2011 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(c) May 1, 2012 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(d) May 1, 2013 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

**GENERAL LABORERS' HELPER RATE<sup>1</sup>**  
**RESIDENTIAL CONSTRUCTION**  
**ST. CHARLES COUNTY**

<sup>1</sup>Effective July 1, 2009, Laborers' Helper work shall be limited as per Article VIII, Section 4.

Effective Date	Hourly Wage Rate	this amount	these amounts in		Total
		INCLUDED in the Hourly Wage Rate	ADDITION to the Hourly Wage Rate	Welfare	
		Supplemental Dues Amount			
May 1, 2009	\$15.65	*	\$5.05	\$3.50	\$24.20
(a) May 1, 2010		*			\$25.00
(b) May 1, 2011		*			\$25.80
(c) May 1, 2012		*			\$26.60
(d) May 1, 2013		*			\$27.40

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

(a) May 1, 2010 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 1, 2011 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(c) May 1, 2012 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(d) May 1, 2013 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

**GENERAL LABORERS' HELPER RATE<sup>1</sup>**  
**RESIDENTIAL CONSTRUCTION**  
**LINCOLN, MONTGOMERY AND WARRENT COUNTIES**

<sup>1</sup>Effective July 1, 2009, Laborers' Helper work shall be limited as per Article VIII, Section 4.

Effective Date	Hourly Wage Rate	this amount	these amounts in		Total
		INCLUDED in the Hourly Wage Rate	ADDITION to the Hourly Wage Rate	Welfare	
		Supplemental Dues Amount			
May 1, 2009	\$15.15	*	\$5.05	\$3.50	\$23.70
(a) May 1, 2010		*			\$24.50
(b) May 1, 2011		*			\$25.30
(c) May 1, 2012		*			\$26.10
(d) May 1, 2013		*			\$26.90

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

(a) May 1, 2010 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 1, 2011 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(c) May 1, 2012 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.

(d) May 1, 2013 - \$.80 increase to be taken in wages and/or fringe benefits at Union's option.