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Title: **Associated General Contractors of Missouri, Inc. and International Brotherhood of Teamsters (IBT), Joint Council No. 13 (2002)**

K#: **8172**

Employer Name: **Associated General Contractors of Missouri, Inc.**

Location: **West & East MO**

Union: **International Brotherhood of Teamsters (IBT), Joint Council No. 13**

Local: **Joint Council 13**

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K8172

3,500 workers
20 pgs.

AGREEMENT

BETWEEN

ASSOCIATED GENERAL CONTRACTORS OF MISSOURI

AND

TEAMSTERS JOINT COUNCIL NO. 13 ST. LOUIS, MO

MAY 1, 2002

TO

APRIL 30, 2006

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AGREEMENT

ARTICLE I
Preamble

1.1. This Agreement is entered into this 1st day of May, 2002, between the Associated General Contractors of Missouri (AGC), acting as bargaining representative for and on behalf of those of its members who individually ratify and sign this Agreement, hereinafter referred to as "Employers" or "Contractors," and Local Unions chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, affiliated with Joint Council of Teamsters No. 13, St. Louis, Missouri, who are signators to this Agreement, hereinafter called the "Union."

1.2. It is understood that the AGC in no event shall be bound as principal or be held liable in any manner for any breach of this contract by any of the Employers bound to this Agreement. It is further agreed and understood that the liabilities of the Employers signing this contract shall be several and not joint. It is further understood that Joint Council of Teamsters No. 13, St. Louis, Missouri, shall in no event be bound as principal or be held liable in any manner for any breach of this contract by any of the local Unions affiliated with Joint Council of Teamsters No. 13, St. Louis, Missouri, signing the same. It is further agreed and understood that the liabilities of the Unions signing this contract shall be several and not joint. It is agreed that the International Union shall not be liable for violations of this Agreement. The Employers signing this Agreement shall not be liable for actions of the AGC.

ARTICLE II
Purpose

2.1. The purpose of this Agreement is to establish the hours, wages, and other conditions of employment, and to adopt measures for the settlement of differences, and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes, or lockouts.

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

2.3. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employers as herein defined.

ARTICLE III
Definition and Scope

3.1. This Agreement shall cover all work, as defined in this Agreement, throughout the jurisdictional area of Teamsters Joint Council No. 13, except St. Louis City and St. Louis County. The Union agrees that any Employer who is a party to this Agreement shall have the privilege and shall operate under the existing agreements, or extensions thereof, which exist in St. Louis City and St. Louis County between the Associated General Contractors of St. Louis and Local 682 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, provided they accept and sign such agreements.

3.2. The word "work" when used in this Agreement means all private and public construction, federal and non-federal, performed in this state, with the exception of building construction, for the reason that building construction is separate and distinct from all classes of work covered by this Agreement, in respect to the terms and conditions of employment and the nature of the work as well as the class and skill of the workmen required. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort, or convenience except as follows:

(A) There are structures which may be building or heavy construction at the election of the Employer. The Employer shall notify the Union whether this Agreement will apply on the project prior to the start of work on the project. Some examples of these structures are: water or sewage treatment facilities, raw water intake or outfall structures, pumping stations (sewage and storm).

(B) The preparation, grading, and improvement of the property or site and the excavation for the foundations shall be covered by this Agreement.

(C) The work covered by this Agreement shall include, but shall not be restricted to, all work performed in the construction of streets and highways, airports, utilities, river and harbor work, dredging, flood control, levees, railroad and heavy construction and appurtenances, and pile dike and revetment work on streams in, and along the border of Missouri.

3.3. This Agreement covers the Employer's asphalt plants if covered by an enforceable prevailing wage determination, the Employer's operations on the job site, and the Employer's operation of a temporary nature in specific support of the job site project if covered by an enforceable prevailing wage determination, not to include permanent facilities nor the Employer's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, watchmen, timekeepers, superintendents, assistant superintendents, general foremen, foremen, or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any Union.

ARTICLE IV
Hiring Procedure and Transfer of Men

4.1. The parties agree that the Employer will notify the Union of employment opportunities in order that the Union may have an opportunity to refer qualified applicants. Nothing herein, however, shall require the Employer to use Union referrals as the exclusive source of applicants.

(A) There shall be a pre-job conference if requested by either party before the commencement of any project one million dollars ($1,000,000) and over with all crafts with whom the Employer has an agreement through the Associated General Contractors of Missouri, and all transfer of men and other problems that might arise on the project shall be discussed at said pre-job conference. All subcontractors shall be present at the pre-job conference if available. On any projects of less than one million dollars ($1,000,000) the Employer shall notify the Union.

(B) The Employer shall give the Union at least twelve (12) hours notice if requesting referrals.

(C) The Employer shall have the right to accept or reject any applicant for employment.

(D) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by laws, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

(E) In case of reduction of forces, employees who have WORKED 60 FULL DAYS (8 HOURS) WITHIN A TWELVE (12) MONTH PERIOD with the contractor shall be terminated in reverse order of their employment.

(F) Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications, skill, or the Employer's preference regardless of the employee's place on the out-of-work list. The Union shall refer workmen called for by name if such workmen are properly registered and have been previously laid off or terminated in the area covered by this Agreement or covered by the Agreement of the Associated General Contractors of St. Louis.

(G) The Employer will, when requesting referrals from the local Union (1) specify the number of employees required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed; and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

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

(A) The Employer may bring in from outside Union jurisdiction no more than fifty (50) percent of all men employed on the job. The first man employed on the job shall be from the local Union having jurisdiction on the job, unless the first man has been a steady employee of the company, and in that case the Union having jurisdiction shall have the second man. Men furnished by the Employer shall be required to register with the local Union prior to employment on the job site.

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

ARTICLE V
Union Security

5.1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues to the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

ARTICLE VI
Working Conditions

6.1. The number of men to be employed is at the sole discretion of the Employer. Any workman may be shifted by the Employer from one classification of work to another classification of work, or from one piece of equipment to another piece of equipment, provided the workman is capable of performing the other work and is paid the rate of wages for the classification which provides the higher wage rate.

6.2. Workmen are to be paid the wages according to classifications as set forth in this Agreement, and in return the Employer is to receive a fair and honest day's work without any slowing down or stoppage of work. There shall be no limitations as to the amount of work a man shall perform during his working day. Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

6.3. The Employer shall not be required to employ chauffeurs or helpers to use or move around on the project such machines as truck mounted greasing equipment, air compressors, drills, or any other similar automatic or auxiliary machinery. The Employer's supervisory or clerical force may operate pickup trucks or station wagons for their own transportation. The mechanical force may drive pickup trucks for their own transportation to and from home and to haul around on the project their own tools and occasional parts.

6.4. (A) Mechanics, mechanic helpers, and greasers when working on equipment operated by teamsters and chauffeurs, shall come under the jurisdiction of the Teamsters and Chauffeurs Union.

(B) Where any job is not large enough to employ both truck mechanics, helpers, and greasers and heavy equipment mechanics and greasers, this classification will be worked out by the Employer and the other local Union involved as these disputes arise without any stoppage of work.

(C) It shall be a violation of this Agreement for employees to furnish personal transportation including pickups or equipment, except hand tools, to be used in the service of the Employer.

6.5. The driving of escort equipment shall be done by Teamsters, unless performed by individuals excluded under Article III, Section 3, the escorting vehicle(s) shall be operated by Teamster(s) from the job site where the move originates, unless performed by individuals excluded under Article III, Section 3.

6.6. When equipment covered by this Agreement is to be moved under its own power from the job site to another job site or location, it shall be operated by an employee from the job site where the move originates.

6.7. The Union agrees not to interfere in any manner with the Employer's right to use any type or quantity of machinery, vehicle tools, or appliances. It is agreed that the Employer may secure materials or equipment from any market or source except prison made. Hauling by truck of sand, gravel, and crushed stone from the source of final production to the job site shall be in compliance with the terms and conditions of this Agreement if performed by employees of signatory Employers.

6.8. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work, if there should be a work stoppage, and just as soon as practical, address a letter to the Employer notifying the Employer that the action of the Union member or agents is unauthorized.

6.9. The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject, however, to the grievance and arbitration provisions of this Agreement.

6.10. In order that the Employer may be apprised of the officer of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this Agreement, it is understood and agreed that only the top administrative officer of the Union has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such actions.

6.11. It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a primary picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

6.12. The Employer shall provide Workmen's Compensation Insurance against injury and occupational disease and Unemployment Compensation protection for all employees even though not required to do so by Missouri state law.

6.13. Where new types of equipment for which rates of pay are not established by this Agreement are put into use, rates governing such equipment shall be subject to negotiations between the parties to this Agreement. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

6.14. Safety rules and regulations promulgated by the Occupational Safety and Health Administration shall be observed.

6.15. If Teamster equipment is on the job site, there shall be sufficient Teamsters on the job to perform the Teamster work scheduled to be performed with that equipment, provided, however, Teamsters, at no reduction in pay, will also perform whatever other work is assigned them whenever the Employer determines that the performance of such other work is necessary.

ARTICLE VII
Working Time and Overtime

7.1. (A) The regular work week shall start on Monday and end on Friday. The regular work week shall be forty (40) hours.

(B) The regular work day shall be either 8 or 10 hours. The employer shall give notice on the first day of the work week as to whether the work week will be worked as 8 or 10 hour days.

(C) In the event an employee works a fifth day when he has worked less than 40 hours, he shall work that full day provided that work is not stopped because of inclement weather.

(D) If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof 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.

7.2. A thirty (30) minute lunch break, without pay, between the third and sixth hour will be allowed each employee, and the employee will be paid time and one-half for working through his lunch period and will be allowed a short time to eat.

7.3. (A) A work day is to begin BETWEEN 6 A.M. AND 9 A.M. However, the project starting time may be advanced or delayed if required by the owner if mutually agreed to by the employer and the union.

(B) When two or more shifts are worked on any operation, the normal starting time shall be 8:00 a.m. When two shifts are worked they will consist of eight (8) or ten (10) hours exclusive of lunch time. The starting time shall be no earlier than 6 a.m. and not later than 10 a.m. unless changed by mutual agreement.

(C) Overtime shall be computed at one-half hour intervals. There shall be no pyramiding of overtime or premiums.

(D) The Employer may establish other working hours on the project, in which event employees starting at those other times, shall be paid their regular rates of pay. On those projects which routinely work two (2) or three (3) shifts, only the graveyard (3rd) shift will receive the premium of fifty cents (50¢) per hour. Projects must be scheduled to work nine (9) consecutive shifts to be considered routinely working shifts.

On work which the owner specifies unusual working hours beyond the control of the contractor the premium rate will not apply.

7.4. The following days are recognized at holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerate holidays or days observed as such, they shall receive double the regular rate of pay for such work.

BEGINNING ON MAY 1, 2003 IN THE COUNTIES OF ST. CHARLES, JEFFERSON, FRANKLIN, LINCOLN AND WARREN: EMPLOYEES WHO HAVE COMPLETED THEIR PROBATIONARY PERIOD SET FORTH IN ARTICLE IV (E) SHALL RECEIVE EIGHT (8) HOURS PAY AT THEIR STRAIGHT TIME HOURLY RATE, WHEN NO WORK IS PERFORMED ON THE HOLIDAYS, SET OUT ABOVE, PROVIDED SUCH EMPLOYEES HAVE PERFORMED WORK IN THE PAYROLL WEEK DURING WHICH THE HOLIDAY OCCURRED.

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

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

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

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

If an Employer starts a shift between midnight and 6:00 a.m., except the graveyard shift on a three-shift operation without permission, he shall reimburse all employees for the entire shift at double time rate.

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

Greasers may be employed at the regular wage rate for certain duties which require hours different from those of major operations.

7.6. Workmen shall report for work each working day except when the Employer has notified them not to do so before leaving the job or at any time before the workman leaves his place of residence to report for work. The employee shall keep the individual Employer advised at all times of his correct address and telephone number. When the employee has no telephone, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the individual Employer at the time and place designated in a notice posted on the job.

If the Employees are not notified that there will be no work, the men who report shall receive two hours (2) reporting time. If an Employee starts to work, he shall be paid four (4) hours' time unless prevented from working due to inclement weather, machine breakdown or material shortage.

The provisions of this Article apply on all shifts. Show-up time hours and guaranteed hours after put to work will be regarded as hours worked for the purpose of computing the forty-hour work week.

7.7. New employees, who may start work later than 8:00 a.m., the first day, will receive pay for hours worked from the time they arrive on the job until quitting time.

7.8. Greasing in the morning, filling gas tanks, and making machines ready for operation at starting time is the oiler's work and shall be paid at the regular rate for this classification of work. Where greasers or oilers are not employed, chauffeurs operating the equipment shall service machines during the regular shift or be paid at the overtime rate of wages if greasing is done before or after the regular work day.

7.9. Chauffeurs shall start their machines at the regular starting time, and shall return the machine to its parking station or shop at the end of work day.

7.10. No employee shall leave any piece of equipment by quitting unless he has been properly replaced by another qualified man. An absent employee, not properly excused by the Employer, may be permanently replaced. SUBJECT TO THE GREVIENCE PROCEDURE.

7.11. Nothing set forth in this Agreement shall restrict or prohibit the Employer from hiring trucks, vehicles, or other equipment on a contract basis. The operators of all equipment coming under the jurisdiction of the Teamsters' Union shall be paid under the wage scales set forth in this Agreement.

ARTICLE VIII
Rates of Wages

8.1. Hourly rates of wages for each classification of labor are set forth in the Schedule of Wage Rates specified in this Agreement, and the rates shown in the Schedule shall apply to all work and to every workman covered by this Agreement unless state or federal wage determinations for the project are less than that set out in this Agreement. In that case the predetermined rate for the project shall prevail for the duration of the project.

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

8.3. Wages, in cash or collectible check, shall be paid to workmen weekly at the end of the shift not later than five (5) workdays after the pay period, unless approval of payrolls by governmental agencies prevents such payment at that time. Check stubs shall show total wages and itemized deductions. Failure on the part of the Employer to comply with this provision shall entitle the employee to one (1) day's pay for every twenty-four (24) hours from the date of the required pay day provided the delay is occasioned by willful negligence of the Employer or his agents.

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

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

8.5. In the event of multiple layoffs, arrangements may be made between the Employer and the local Union for pay checks to be mailed to employees within forty-eight (48) hours. The employees shall furnish the current mailing address to the Employer before leaving the job.

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

An employee who is discharged or laid off shall be paid in full in accordance with existing Missouri state laws, or the provisions of Section 3 shall apply.

ARTICLE IX
Stewards

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

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

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

9.4. In the event the steward is transferred or discharged, the Employer shall notify the Union immediately and never later than during the same working day or same shift.

9.5. The steward shall not stop the Employer's work for any reason, and shall not leave the project during normal working hours for any reason other than to notify the Union of unsafe conditions, or unless authorized to do so by the Employer.

ARTICLE X
Fringe Benefits

10.1. Health and Welfare. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees beginning May 1, 2002 pay for all work covered by this Agreement, two dollars seventy-five cents ($2.75) per hour for each payroll hour into the Missouri-Kansas Teamsters Health and Welfare Plan.

10.2. Pension. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay beginning June 2, 2002 for all work covered by this Agreement, two dollars seventy-five cents ($2.75) per hour for each payroll hour into the Missouri-Kansas Teamsters Pension Fund established by an Agreement and Declaration of Trust dated October 13, 1969.

10.3. A Health and Welfare or Pension Fund increase not to exceed twenty-five cents (25¢) per year effective May 1 of each year may be added at the request of the Fund Trustees for all work covered by this Agreement.

10.4. Supplemental Dues Check-Off. It is agreed that the employer will effect a Supplementary Dues Check-Off from employee's wages in accordance with appropriate federal laws relating to dues check-off, upon receipt by the Association of a written notice to that effect from the Union at least 60 days prior to the anniversary date of a regularly scheduled increase set out in Article XVIII.

Reporting and payment of such sums so deducted and withheld shall be made monthly on "Teamster Fringe Benefit Monthly Remittance Report" forms and shall be made in the same manner provided for payments of fringe benefit programs required under this Agreement.

10.5. Enforcement of Sections 1, 2 and 4 of this Article shall be governed by and in accordance with Article XII of this Agreement.

ARTICLE XI
Missouri Construction Industry Advancement Fund

11.1. In addition to the wages set out in the Schedule attached to this Agreement, each Employer agrees to pay for all work covered by this Agreement TEN CENTS ($.10) per hour for each payroll hour into the Missouri Construction Industry Advancement Fund, established by an Agreement and Declaration of Trust dated July 23, 1970.

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

11.3. Enforcement of this Article shall be governed by and in accordance with Article XII of this Agreement.

ARTICLE XII
Enforcement of Fringe Benefit Contributions

12.1. Each Employer signatory to this Agreement agrees to accept and be bound by the terms and provisions of the Agreements and Declarations of Trust establishing the various funds set forth in Article X and XI of this Agreement.

12.2. Payments shall be made to the funds on a monthly basis. Payments on all hours worked the preceding reporting period must be made to the funds' offices not later than twenty (20) days after the end of the month in which the work was performed. Should a payment be made later than twenty (20) days after the end of the month in which the work was performed, the Employer agrees to add ten (10) percent to the amount due as liquidated damages and not as a penalty.

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

12.4. If it becomes necessary for any fund to file suit against any Employer for delinquent payment or money due any fund, the Employer agrees to pay, in addition to the ten (10) percent liquidated damages mentioned above, all litigation costs, including a reasonable attorney's fee, incurred by the Trustees.

12.5. The Employers also agree to permit representatives of the Funds' offices to examine payrolls, Social Security reports and other records necessary to determine amounts due the Funds' office under this section of the Agreement.

ARTICLE XIII
Grievance and Arbitration Procedure

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

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

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

Step Two – Any grievance not resolved at Step One shall be reduced to writing. The Employer and the Union's business representative shall meet within two (2) days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Contractor or his representative within three (3) working days thereafter.

Step Three – Arbitration. In the event the dispute is not settled within seven (7) days at Step Two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) days after the Step Two meeting by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representative shall then seek to agree upon an impartial arbitrator. If within FIFTEEN (15) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; should he be unable to serve, a new panel of five (5) shall be requested from FMCS.

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

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

ARTICLE XIV
Work Assignment and Jurisdictional Disputes

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

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

(A) Work shall be assigned in the manner contemplated by any existing or future made Agreements between the Unions involved.

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

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

(D) In the absence of any of the foregoing, work shall be assigned in accordance with the established custom and practice within the Employer's establishment.

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

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

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

ARTICLE XV
Subcontractors

15.1. The Employer agrees that whenever work covered by this Agreement is to be subcontracted, it shall be subcontracted only to Employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

15.2. No such subcontractor shall be required to enter into any agreement as a condition of such subcontract, requiring or related to Union recognition, Union security or bargaining representation or which requires the adoption of or participation in any trust fund provisions.

15.3. Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or Employer or otherwise require the disruption of any existing business relationship with any other Employer or person.

ARTICLE XVI
Equal Employment Opportunity

16.1. The Employers hereby agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, or national origin, Vietnam era veteran, disabled veteran or qualified disabled person. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, disability, or national origin.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates or other forms of compensation; and selection for training.

16.2. The Union agrees that they will not discriminate against any applicant for employment or referral because of race, color, religion, creed, sex or national origin, Vietnam era veteran, disabled veteran, or qualified disabled person. The Union further agrees to refer applicants for employment without discrimination as to race, color, religion, creed, sex, disability, or national origin. The Union further agrees to place all applicants for employment on the hiring list in accordance with the applicable law and the collective bargaining agreement; and refer them without discrimination because of race, color, religion, creed, sex, disability, or national origin as their turn comes up on the hiring list, or as otherwise specified by the collective bargaining agreement, if their qualifications meet those required by the Employer.

16.3. The Employer and the Union agree to comply with all the provisions of Title VII of the Civil Rights Act of 1964 (Public Law 88-352), the rules, regulations and relevant orders of the Equal Employment Opportunity Commission established thereunder, Executive Order 11246 and the rules, regulations and relevant orders of the office of the Federal Contract Compliance of the U.S. Department of Labor.

ARTICLE XVII
Effective Dates

17.1. The provisions and rates of this Agreement shall be effective on May 1, 2002 will remain in force and effect until April 30, 2006 and thereafter from year to year unless written notice is sent by registered mail, given by one of the parties hereto, to the other party hereto, sixty (60) days in advance of May 1, 2006 of any succeeding year if said parties desire to amend or abrogate this Agreement. If either party gives notice of its desire to terminate this Agreement in the manner herein set out sixty (60) days prior to May 1, 2006 all obligations under this Agreement shall cease on May 1, 2006 If said Agreement is extended beyond May 1, 2006 it may be terminated on May 1, or any succeeding year in the same manner.

17.2. This Agreement covers the entire understanding of the signators to this Agreement. It is further agreed that the signators of this Agreement shall not make any written or verbal agreements that in any way conflict with the Articles of this Agreement. Whenever this Agreement conflicts with the customs, working rules, regulations, wage scales or understandings of the signators to this Agreement, then this Agreement shall supersede all such portions of such customs, working rules, regulations, wage scales or understandings which are in conflict with this Agreement.

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

17.4. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.

(A) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

(B) In the event the Employer fails to require the purchaser, transferee or lessee to assume the obligations of this contract, the Employer (including partners thereof) shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

ARTICLE XVIII
Schedule of Wage Rates – Teamsters Union

18.1. The fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all such classifications, or to man any particular piece of plant or vehicle that happens to be on the work.

18.2. The following classifications of workmen and corresponding rates of wages are made a part of this Agreement to which they are attached and are based on hours of work per day and per week as set forth in Article VII of this Agreement.

18.3. In order to properly meet the prevailing economic conditions in various sections of the State of Missouri, the following Areas of the state are hereby established and Classifications and Rates of Wages are provided in this Schedule for each area.

AREAS -- Effective May 1, 2002

AREA 1 shall be composed of Franklin, Jefferson, and St. Charles Counties.

AREA 1-A shall be composed of Lincoln and Warren Counties.

AREA 2 shall be composed of Audrain, Bollinger, Boone, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Gasconade, Iron, Macon, Madison, Maries, Marion, Miller, Mississippi, Monroe, Montgomery, New Madrid, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, St. Francois, Ste. Genevieve, Scott, Shannon, Shelby, Stoddard, Texas, Washington and Wayne Counties.

AREA 3 shall be composed of Adair, Butler, Clark, Dunklin, Howell, Knox, Lewis, Oregon, Putnam, Ripley, Schuyler and Scotland Counties.

TEAMSTERS
EFFECTIVE RATES – MAY 1, 2002

	Area 1	Area 1A	Area 2	Area 3
Fringe Benefits:				
Health & Welfare	3.46	3.46	2.75	2.75
Pension	2.75	2.75	2.75	2.75
MCIAF	.10	.10	.10	.10
Total Fringe Benefits:	6.31	6.31	5.60	5.60
Wage Rates:				
Flat Bed Trucks Single Axle	24.88	23.53	22.52	21.79
Flat Bed Trucks Tandem Axle	25.03	23.68	22.67	21.94
Articulated Dump Truck	25.03	23.68	22.67	21.94
Station Wagons	24.88	23.53	22.52	21.79
Pickup Trucks	24.88	23.53	22.52	21.79
Material Trucks Single Axle	24.88	23.53	22.52	21.79
Material Trucks Tandem Axle	25.03	23.68	22.67	21.94
Semi and/or Pole Trailers	25.10	23.75	22.79	22.06
Winch, Fork & Steel Trucks	25.10	23.75	22.79	22.06
Distributor Drivers & Operators	25.10	23.75	22.79	22.06
Agitator and Transit Mix-Trucks	24.99	23.64	22.68	21.95
Tank Wagon Single Axle	24.88	23.53	22.52	21.79
Tank Wagon Tandem Axle	25.03	23.68	22.67	21.94
Tank Wagon Semi-Trailer	25.10	23.75	22.79	22.06
Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids & other similar equipment	25.10	23.75	22.79	22.06
A-Frame and Derrick Trucks	25.10	23.75	22.79	22.06
Float or Low Boy	25.10	23.75	22.79	22.06
Warehouseman	24.78	23.43	20.99	21.69

Tireman, Oiler and Greaser, Station Attendant on Const.*
Mechanics, Mechanics Helper**
Shift Pay Differential***

* Tireman, Oiler and Greaser, Station Attendant on Const. -- The above areas do not apply to these classifications. The wage rates and the areas for these classifications shall be the same as the areas and wage rates for the oiler in the operating engineers' schedule, except that operating engineer fringe benefits over and above any applicable teamster benefits shall be added to teamster wages.

** Mechanics, Mechanics Helper -- The above areas do no apply to these classifications. The wage rates and the areas for these classifications shall be the same as the areas and wage rates for mechanics and mechanics helper in the operating engineers' schedule, except that operating engineer fringe benefits over and above any applicable teamster benefits shall be added to teamster wages.

*** Shift pay differential -- Graveyard shift fifty cents (50¢) per hour, above regular rates.

EFFECTIVE MAY 1, 2003: $1.05 total increase to be taken in wages or fringe benefits at the Union's option.
EFFECTIVE MAY 1, 2004: $1.05 total increase to be taken in wages or fringe benefits at the Union's option.
EFFECTIVE MAY 1, 2005: $1.05 total increase to be taken in wages or fringe benefits at the Union's option.

ARTICLE XIX

19.1. Wages to be paid for "Private, Utility and Development" work shall be $3.50 per hour less than those rates set out in Section 2 of this Article. Private, Utility and Development work shall not include any work that is covered by Davis-Bacon or other similar state or local wage determinations. Work which is not so covered shall be deemed to be "Private, Utility and Development" work if (a) it involves any work for any utility company, except on a power house site; or (b) it involves any work for a water or sewer district or subdistrict; or (c) it involves water or sewer work (storm or sanitary); or (d) it involves street and parking lot grading, excavation or paving work which pertains to (1) either new or existing residential areas with structures of four stories or less, whether occupied temporarily or permanently or (2) commercial or industrial work with a total project cost of Three Million Seven Hundred Fifty Thousand dollars ($3,750,000.00) or less; or (e) it involves work on a railroad or railway work on public or private property.

19.2. (A) Anything in this Agreement to the contrary notwithstanding, on predetermined rate projects the specified governmental predetermined rate shall be substituted for the rate set forth in Section 19.2 and said rate shall be paid for the duration of the project except that before the commencement of the last one tenth (1/10) of the project the Employer agrees to pay the then current rate of wages and fringes benefits. The current fringe benefits will be paid throughout all such projects. Any required fringe benefit contributions shall be deducted from the predetermined rate total and paid to the respective funds with the balance going to the employee. Health and welfare increases, as called for in the Agreement, will be paid as described in Section 9.1 and shall not be considered a part of this Section.

(B) In the event that the predetermined rate is less than that set forth in Section 19.2, the Union may direct in writing as to what funds contributions are to be made by the Employer.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 18TH day of June, 2002.

THE ASSOCIATED GENERAL CONTRACTORS OF MISSOURI
(Collective Bargaining Representative)

By _____

LOCAL UNIONS AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HOUSEMEN & HELPERS OF AMERICA, AFFILIATED WITH JOINT COUNCIL OF TEAMSTERS NO. 13, ST. LOUIS, MISSOURI

By _____ President 6/18/02