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Title: **Associated General Contractors of Missouri and Laborers International Union of North America (LIUNA), AFL-CIO, Western Missouri & Kansas Laborers District Council, Locals 319, 579, 663, 676 (2002)**

K#: **8169**

Employer Name: **Associated General Contractors of Missouri (AGC, MO)**

Location: **Western MO**

Union: **Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **319, 579, 663, 676**

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K 8169  
3,000 workers  
25 pgs.

**AGREEMENT  
BETWEEN**

**ASSOCIATED GENERAL CONTRACTORS  
OF MISSOURI**

**AND**

**WESTERN MISSOURI AND  
KANSAS LABORERS' DISTRICT COUNCIL  
AND THEIR AFFILIATED LOCAL UNIONS  
IN THE STATE OF MISSOURI**

**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 and others (hereinafter referred to as "Employer" or "Contractor") who individually ratify and sign this Agreement or a facsimile thereof and the Western Missouri and Kansas Laborers' District Council and their affiliated local unions in the State of Missouri, hereinafter called "Union". The Union and the Employer shall be the parties to this Agreement.

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

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

1.4. It is agreed that the Laborers International Union of North America, AFL-CIO, shall not be liable for violations of this Agreement by its local Unions, and that the Employers signing this Agreement shall not be liable for actions of the AGC.

### **ARTICLE II Definition and Scope**

2.1. This Agreement shall cover all work, as defined in this Agreement throughout the entire Western counties as described herein, in the State of Missouri, except Jackson, Clay, Platte, Ray AND CASS Counties. The Union agrees that any Employer who is a party to this Agreement shall have the privilege, and shall operate under the existing labor agreements, or extensions thereof, which exist in Jackson, Clay, Platte, Ray AND CASS Counties, provided they accept and sign such agreements which are identified as follows:

2.2. 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 not primarily designed for habitability, which may be building or heavy construction at the election of the Employer. Some examples of these structures are: water or sewage treatment facilities, raw water intake or outfall structures, pumping stations (sewage and storm).
- B. All work outside the limits of the building structure itself, including excavation for the building, may be building or heavy construction at the election of the Employer.

2.3. It is understood and agreed that this Agreement covers all laborer work used in construction of such projects as covered in the above Section, except such work as has already been allotted by the American Federation of Labor, to any particular craft.

2.4. It is understood and agreed that the unloading, handling, and carrying of concrete reinforcing bars to the panel in which they are used is the work of the Laborers. It is further agreed that the placement of all pavement steel, including center strip and accessories, wire fabric and expansion joints is the work of the Laborers.

2.5. It is understood and agreed that the work of cribbing, blocking, loading and unloading of all Contractors' machinery, except the operation of the machine itself, is the work of the Laborers.

2.6. The grading, setting and laying of street, slab and road forms is the work of the Laborers.

2.7. The wrecking, stripping, removing, or dismantling of forms used for concrete construction is the work of the Laborers.

2.8. The rubbing of concrete on bridges, culverts, over and under passes, subways, viaducts, retaining walls, etc., is recognized as the work of the Laborers.

2.9. Grade checker, dump man and ticket taker on stock piles, mastic kettelman, sand pot man, flagman, laser beam man, (except where professional engineers are required), man hole builder, batter board man, scale man or woman on all construction jobs covered by this Agreement that are set up for the specific job, (including all river work) is recognized as the work of the Laborers.

2.10. Regardless of anything contained in the preceding Paragraphs 3 through 9, the Employer reserves the right to determine the extent to which work required by the Contractor will be assigned to employees covered by this Agreement.

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

- A. If established, such crew will consist of the crafts in such proportions as are respective to the types of work to be performed.
- B. Members of said crew will work on all work, regardless of jurisdiction, assigned to said crew.
- C. Said crew make up will only apply as it pertains to each individual job site, and nothing herein is intended to change the recognized craft jurisdiction of the crafts involved or the recognition thereof by the Employer.
- D. If labor equipment is to be operated on the jobsite there shall be sufficient laborers on the job scheduled to operate said equipment within the meaning of this Section 11.

**ARTICLE III**  
**Hiring Procedure and Transfer of Employees**

3.1. The Employers, before the job begins and throughout its progress, agree as follows:

A. Before starting work on any job of one million dollars (\$1,000,000) or over either party may request a pre-job conference either on the job site or at some other mutually agreed upon place. On hazardous or toxic waste work, a pre-job conference shall be required and special conditions, if any, will be negotiated. The names of all sub-contractors shall be furnished to the Union at such conference if known by the contractor at that time; and in any event the names of such subcontractors shall be furnished to the Union before said subcontractors shall commence work. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classifications, and the Union will inform the Employer of the probable number and qualifications of the men they will have available to meet the Employer's requirements. The Employer shall notify the Union having jurisdiction prior to commencing work on projects of less than one million dollars (\$1,000,000) the Employer shall notify the Union having jurisdiction, prior to commencing work of manpower requirements and subcontractors who will be on the project.

3.2. The Employer shall not employ workman either to start a new job or replace a workman to fill a new position on a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job or jobs available. The Employer may, however, request workmen by name if such workmen are registered and the Union shall furnish such workmen to the Employer if they are available. In making referrals, priority may be given based upon length of service with the Employer, in the heavy construction industry or in the Western Missouri Area.

3.3. If the Union fails for any reason to refer applicants within twenty-four (24) hours, the Employer may secure such workmen from any source available to him.

3.4. The Employer shall have the right to accept or reject for good and just cause any job applicant and to select from among applicants those who are, in his estimation, the best qualified. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained as long as there is no discrimination against workmen from the area of the local Union that has jurisdiction of the job.

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

3.6. Without regard for any of the limitations imposed by the preceding Section 3.2 of this Article, the Employer may bring into any job from any place or Union jurisdiction up to fifty (50) percent of all the men employed on the job in such craft. Furthermore, the Union agrees to give due consideration to any Employer's request for additional men consistent with the purpose of this Section. The first man employed on the job shall be from the local Union having jurisdiction of the job, unless he has been a steady employee of the company for the past two years 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 office prior to employment on the job site. There shall be no restriction on the transfer of men within the jurisdictional area of the local Union.

3.7. The Union accepts full responsibility for lawful administration of the hiring hall procedure herein set forth, including the non-discriminatory and lawful referral of employees to the Employers and the Union shall indemnify and save the Employers harmless from any claims, suits, judgments, and administrative hearings, ruling and decisions and from any other form of liability as a result of hiring employees under the provisions of the hiring hall herein set forth.

**ARTICLE IV**  
**Union Security**

4.1. 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.

4.2. The Union agrees to indemnify the Employer and hold the Employer harmless from any final determination of liability to any employee by reason of the discharge of such employee, if such discharge was caused and effected by a request by the Unions as provided for in the preceding paragraph of this Agreement. At a written request from the Union for an individual employee's date of starting of employment, the Employer agrees to give in writing to the Union the employee's starting date. The Union shall not be obligated to indemnify the Employer for any injuries or costs incurred which may be the result of erroneous information provided by the Employer, nor shall it be required to pay the costs of defending claims which are ultimately found to be without merit or justification.

4.3. The Employer shall not justify any discrimination against an employee for non-membership in the Union (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

4.4. The Employer shall be at liberty to employ whomever he sees fit to employ, and shall at all times be the sole judge as to the work to be performed, and shall furthermore determine whether such performance is, or is not, satisfactory.

4.5. The Employer shall employ and use all means of safety for protection of the workmen in compliance with all safety regulations and in accordance with the law.

**ARTICLE V**  
**Working Conditions**

5.1. The number of men to be employed is at the sole discretion of the Employer.

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

5.3. The Employer shall furnish clean fresh drinking water and ice daily to all crews on all jobs during the summer months and when conditions warrant same, and shall furnish sanitary paper drinking cups and water within one hour after normal starting time.

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

5.5. The Employer shall furnish workmen rubber boots or five-buckle overshoes, rubber coats and rain hats or hooded rain jackets and pants when necessary and when working conditions warrant same, and shall furnish all necessary tools required on the job site. The Employer shall furnish flagman jackets to all flagmen and employees shall be held responsible for the return of such jackets.

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

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

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

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

5.10. 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 if unable to return to work. However, if requested, the employee will furnish a doctor's certificate to the effect that he was unable to return to work.

5.11. It shall not be a violation of this Agreement nor grounds for discipline, discharge or replacement of employees for persons covered hereunder to refuse to cross a lawful, primary picket line and perform work in any instance where the picket line has been recognized by a Union signatory to this Agreement.



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

5.13. Workmen shall be at their place of work at starting time and shall remain there until quitting time unless otherwise directed by the Employer. It is further agreed, however, that on marine work employees will travel to and from their place of work, one way on their own time, and one way on company time.

5.14. Whenever a laborer is working on a location where no other men are working and if that laborer's safety requires that another person be within call, an additional employee shall work within call.

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

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

5.17. Laborers shall operate salamanders. At times when the regular crew is not working on the project the minimum pay for operating the salamander shall be for two hours.

#### ARTICLE VI Working Time and Overtime

6.1. The regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one half. New employees covered by this agreement who have begun work for the Employer during the middle of a work week shall be paid either at the normal rate or pay or at the premium rate of pay as determined by the rate of pay being received by the rest of the crew which have been employed the entire pay period on that project.

6.2. 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.

6.3. (A) A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon.

(B) 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, plus fifty cents (50¢) per hour premium for hours worked, except on those projects which routinely work two (2) or three (3) shifts, only the graveyard (3rd) shift will receive the premium. Projects must be scheduled to work nine (9) consecutive shifts to be considered routinely working shifts.

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

6.4. (A) Workmen shall report each working day except when the Employer has notified them not to do so. If employees are not notified before leaving the job that there will be no work on the following day or if the employees are not notified two (2) hours before the start of the shift at the telephone number furnished to the Employer that there will be no work, the employees who report shall receive one (1) hours time for reporting, and, if put to work, the employee shall be paid for actual hours worked. If employees are required to remain on the job after one hour reporting time, they will be considered working. The employee will keep the Employer advised at all times of his correct address and telephone number.

(B) Overtime shall be computed at one-half hour intervals.

6.5. Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas are holidays. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the workman unless worked.

6.6. Workmen shall be paid for hours actually worked.

6.7. Workmen shall receive time and one-half for all work performed on Sundays and Holidays. There shall be no pyramiding of overtime.

6.8. If workmen start to work any time after noon, not having worked any time before noon, they shall receive a minimum of four (4) hours' pay unless prevented from working by inclement weather or conditions beyond the control of the Employer.

6.9. Show-up time hours and guaranteed hours will be regarded as hours worked for the purpose of computing the forty-hour work week.

## ARTICLE VII Stewards

7.1. 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.

7.2. 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.

7.3. 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.

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

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

7.6. Should any employee require medical attention or meet with an accident while at work, the company shall see to it that the employee receive immediate medical attention.

#### **ARTICLE VIII Rates of Wages**

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

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 four (4) work days after the pay period, unless approval of payrolls by governmental agencies prevent such payment at that time. Check stubs shall show all overtime hours and straight time hours, 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 the willful negligence of the Employer or his agents.

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

8.4. (A) Rates of wages and fringe benefits as set forth in this Agreement or the prevailing wage (if applicable) 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 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 the 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. 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 without undue delay or the penalty provisions of Section 3 of this Article will apply.

8.6. 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.

**ARTICLE IX**  
**Fringe Benefits, Training Fund and Vacation Benefits**  
**Western Missouri & Kansas Laborers' District Council**

9.1. (A) Health and Welfare. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work under this Agreement performed by employees within the territorial jurisdiction of the Western Missouri and Kansas Laborers' District Council THREE DOLLARS (\$3.00) per hour for each payroll hour covered by this Agreement into the Construction Laborers' Welfare Fund.

\* If at the beginning of the second OR third OR FOURTH years of this Agreement the trustees of the Health and Welfare Fund certify that additional contributions are necessary in order to maintain the level of benefits in effect on May 1, 2002, the amount certified by the trustees will be added to the Health and Welfare contribution. REQUIRED INCREASES SHALL BE DEDUCTED FROM THE WAGE RATE ON OLD WORK OLD PAY PROJECTS. IN THE EVENT THAT THE PREDETERMINED RATE IS LESS THAN THAT SET FORTH IN SECTION 20.2, THE UNION MAY DIRECT IN WRITING AS TO WHAT FUNDS CONTRIBUTIONS ARE TO BE MADE BY THE EMPLOYER.

9.2. (A) Pension. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work performed by skilled and general laborers under this Agreement in the territorial jurisdiction of the Western Missouri and Kansas Laborers' District Council TWO DOLLARS AND THIRTY cents (\$2.30) per hour for each payroll hour covered by this Agreement into the Construction Industry Laborers' Pension Fund.

(B) REQUIRED INCREASES SHALL BE DEDUCTED FROM THE WAGE RATE ON OLD WORK OLD PAY PROJECTS. IN THE EVENT THAT THE PREDETERMINED RATE IS LESS THAN THAT SET FORTH IN SECTION 20.2, THE UNION MAY DIRECT IN WRITING AS TO WHAT FUNDS CONTRIBUTIONS ARE TO BE MADE BY THE EMPLOYER.

9.3. Training and Apprenticeship. (A) Each Employer agrees to pay in addition to the wages set out in the schedule attached to this Agreement for all work performed within the territorial jurisdiction of the Western Missouri and Kansas Laborers' District Council covered by this Agreement THIRTY-FOUR cents (34¢) per hour for each payroll hour, paid into the Construction Industry Laborers Training Fund established by an Agreement and Declaration of Trust by and between the parties to this Agreement.

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY AND WORTH WHICH SHALL BE PAID INTO THE GREATER KANSAS CITY LABORERS' TRAINING FUND ESTABLISHED BY AN AGREEMENT AND DECLARATION OF TRUST BY AND BETWEEN THE UNION AND THE BUILDERS' ASSOCIATION.

(B) The trustees shall have all the powers necessary to accomplish the purposes of the trust which is to provide a method or methods of training for employment in classifications of employment generally contemplated by this Agreement.

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

9.4. (A) Vacation. Employers agree to pay in addition to wages one dollar and fifteen cents (\$1.15) per hour for each payroll hour worked by skilled or general laborers covered by this Agreement Area W-I and ninety cents (\$.90) per hour for each payroll hour worked by skilled or general laborers covered by this Agreement Area W-II into the jointly administered Construction Industry Laborers' Vacation Fund for each employee's vacation savings. Payments into the Vacation Fund shall be mailed to the Administrator at the Construction Industry Laborers' Welfare and Pension Fund offices, Jefferson City, Missouri.

1. The Employer shall deduct all withholdings from the full amount of wages, including per hour vacation payment each pay check. However, the full vacation amount deducted shall be paid into the Vacation Fund each month since the withholding will be deducted from the wages.
2. An employee may draw his vacation savings out once a year ON OR ABOUT DECEMBER 12 of the following year. The employee shall notify the Construction Industry Laborers' Welfare and Pension Fund office two (2) weeks in advance of the date he wishes to draw his vacation savings money due him.
3. Vacation savings shall accumulate annually from November 1 to October 31.

9.5. Enforcement of Sections 9.1 through 9.4 of this Article shall be governed by and in accordance with Article XI of this Agreement.

**ARTICLE X**  
**Missouri Construction Industry Advancement Fund**

10.1. (A) Employers signatory to this Agreement agree to pay for all work performed under this Agreement ten cents (10¢) per hour for each hour paid to skilled or general laborers employees covered by this Agreement into the Missouri Construction Industry Advancement Fund.

10.2. 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.

10.3. Enforcement of Sections 10.1 and 10.2 of this Article shall be governed by and in accordance with Article XI of this Agreement.

**ARTICLE XI**  
**Enforcement of Fringe Benefit Contributions**

11.1. Each Employer signatory to this Agreement agrees to accept and be bound by the terms and provisions of the Agreements and Declarations of Trust establishing the various funds set forth in Articles IX and X of this Agreement. Where provisions of the various trusts conflict with this Agreement, the provisions of this Agreement will prevail.

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

11.3. 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.

11.4. 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 twenty percent (20%) liquidated damages mentioned above, all litigation costs, including a reasonable attorney's fee.

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

11.6. The general Contractor shall be responsible for any delinquent wage or fringe benefit contributions of their subcontractors.

**ARTICLE XII**  
**Grievance and Arbitration Procedure**

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

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

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

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

Step Three - Arbitration. In the event the dispute is not settled within seven (7) days at step two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) days after the step two meeting by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator.

If within five (5) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and the Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and the 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.

12.3. 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.

12.4. 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, or both.

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

12.6. Any complaint or grievance will be barred if not presented within seven (7) days after such complaint or grievance became known to employee. Any decision on a grievance not appealed in writing from one step of the grievance procedure to the next, within seven (7) days after a decision is announced shall be considered as having been finally settled to the mutual satisfaction of all parties concerned and not subject to further appeal.

### **ARTICLE XIII** **Work Assignment and Jurisdictional Disputes**

13.1. 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.

13.2. 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.

13.3. 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.

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

### **ARTICLE XIV** **Subcontracting**

14.1. The Employer agrees that whenever work covered by this Agreement for which wages and fringes are predetermined by the Davis-Bacon Act or similar state or city law 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.



14.2. 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.

14.3. 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.

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

14.5. The employer agrees that when work covered by this agreement is subcontracted, the subcontractor shall meet the following requirements:

A. Insurance. The subcontractor shall possess a current certificate of insurance from an insurance company authorized to write insurance by the Department of Insurance of Missouri.

B. Licenses. Subcontractor shall possess a current occupational and all other applicable licenses if required.

C. Good Standing. Subcontractor shall possess a certificate of corporate good standing from Missouri or other state of incorporation and/or information as to the form of corporate or business organization, including federal Employer identification number and state unemployment insurance information.

D. Payroll Taxes. The subcontractor shall submit to contractor, if requested, an affidavit of compliance with all applicable state and federal withholding tax requirements.

E. Compliance. Subcontractor shall submit to contractor, if requested, an affidavit signed by an officer of the company, or head of the business organization, stating that subcontractor is current (including payments required during preceding sixty (60) days) on all fringe benefit payments or contributions and prevailing wage requirements on present and past projects.

F. Affirmative Action. Subcontractor shall possess certificate of compliance from appropriate agency concerning that agency's affirmative action obligations, if applicable, and if regularly provided.

**ARTICLE XV**  
**Equal Employment Opportunity**

15.1. The Employers and the Union agree that they will not discriminate against any employee or applicant for employment because of age, sex, race, creed, religion, color, national origin, Vietnam era or other disabled veterans or qualified individuals with handicaps or disabilities. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, national origin, age or disability. Such action shall

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

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

#### **ARTICLE XVI Supplemental Dues**

16.1. Supplemental Dues. Supplemental Dues are included in the wages set out in Article XX of this Agreement. The Employer agrees to deduct SEVENTY cents (70¢) from each general and skilled laborer for each payroll hour. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the Employer shall deduct from the wages of all employees covered by this Agreement the proper amount per hour for each payroll hour as supplemental dues.

16.2. Said sums shall be remitted to the Construction Industry Laborers' Welfare office as supplemental dues and reporting of these sums shall be made in the same manner and on the same forms provided for the payments of fringe benefit programs required under this Agreement.

16.3. This article shall be subject to the enforcement provisions of Article XI of this Agreement.

#### **ARTICLE XVII Substance Abuse Testing and Assistance Program**

17.1. The parties agree to be bound by the terms of the Associated General Contractors of Missouri Substance Abuse Testing and Assistance Program attached hereto and marked Exhibit "A".

#### **ARTICLE XVIII Apprenticeship**

18.1. NEW APPLICANTS FOR MEMBERSHIP WHO CANNOT PROVIDE REASONABLE PROOF OF 4000 OR MORE HOURS OF EMPLOYMENT AS A CONSTRUCTION CRAFT LABORER (OR, ALTERNATIVELY, CANNOT DEMONSTRATE EQUIVALENT SKILLS IN A PLACEMENT EXAMINATION ADMINISTERED BY THE JOINT APPRENTICESHIP AND TRAINING COMMITTEE (JATC) SHALL, WHENEVER POSSIBLE, ENTER THE APPRENTICESHIP PROGRAM. ANY PERSON ENTERING BY FAILING TO MAINTAIN AND COMPLETE HIS OR HER APPRENTICESHIP SHALL NOT BE EMPLOYED BY THE EMPLOYER AS A JOURNEY WORKER UNDER THIS AGREEMENT. THE FAILURE OF ANY APPRENTICE TO MAINTAIN HIS OR HER APPRENTICESHIP STATUS SHALL OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON UPON NOTICE FROM THE UNION.

18.2. THE APPRENTICESHIP AND TRAINING STANDARDS APPROVED BY THE FEDERAL BUREAU OF APPRENTICESHIP AND TRAINING OR STATE APPRENTICESHIP COMMITTEE ARE HEREBY INCORPORATED BY REFERENCE AS PART OF THIS AGREEMENT.

18.3. THE APPRENTICE WAGE RATES:

HOURS OF CREDIT	WAGE RATE
0-800	60% OF JOURNEY WORKER
801-1600	70% OF JOURNEY WORKER
1601-2400	80% OF JOURNEY WORKER
2401-3200	90% OF JOURNEY WORKER
OVER 3200	JOURNEY WORKER

18.4. THE EMPLOYER MAY PAY A HIGHER RATE AT ITS OPTION. HOWEVER, THE APPRENTICE MUST MEET HIS OR HER COMMITMENTS TO THE JOINT APPRENTICESHIP COMMITTEE REGARDLESS OF THE LEVEL BEING PAID.

18.5. THE EMPLOYER SHALL PAY AN APPRENTICE THE FULL FRINGE BENEFIT PACKAGE AS DESCRIBED IN THIS CONTRACT.

18.6. ENTRY INTO THE APPRENTICESHIP PROGRAM SHALL BE CONTROLLED BY THE JATC, WHICH SHALL EMPLOY APPROPRIATE TESTING AND SCREENING PROCEDURES. AN APPRENTICE ADVANCES FROM ONE HOURS-OF-CREDIT AND WAGE-RATE CATEGORY TO ANOTHER ONLY UPON DETERMINATION OF SATISFACTORY PERFORMANCE BY THE JATC, WHICH SHALL HAVE THE AUTHORITY TO GRANT ACCELERATED CREDIT WHERE WARRANTED BY THE PERFORMANCE OF AN INDIVIDUAL APPRENTICE.

18.7. THE EMPLOYER SHALL PARTICIPATE IN THE APPRENTICESHIP PROGRAM BY ACCEPTING APPRENTICES FOR EMPLOYMENT UPON REFERRAL BY THE UNION.

18.8. THE EMPLOYER, MAY EMPLOY ONE (1) APPRENTICE WHENEVER THREE (3) JOURNEYMEN (INCLUDING A FOREMAN) ARE EMPLOYED WITHIN THE JURISDICTION OF THIS AGREEMENT AND A RATIO OF THREE TO ONE THEREAFTER. ANY EMPLOYER WHO DOES NOT NORMALLY EMPLOY THREE (3) JOURNEYMEN MAY EMPLOY ONE (1) APPRENTICE FOR UP TO 25% OF THE TOTAL JOURNEYMAN HOURS WORKED IN THE PREVIOUS YEAR.

18.9. AN APPRENTICE SHOULD, WHENEVER POSSIBLE, BE ROTATED BY THE EMPLOYER THROUGH DIFFERENT TYPES OF WORK SO AS TO BECOME TRAINED IN A VARIETY OF OPERATIONS AND WORK SKILLS. WHERE THE EMPLOYER IS UNABLE TO PROVIDE AN APPRENTICE WITH EXPERIENCE IN THE FULL RANGE OF CRAFT SKILLS, THE JATC MAY REQUEST THE LOCAL UNION TO REASSIGN THE APPRENTICE TO OTHER EMPLOYMENT IN ORDER TO PROVIDE THE EXPERIENCE. FOR SO LONG AS THE EMPLOYER IS ABLE TO PROVIDE THE NECESSARY RANGE OF EMPLOYMENT EXPERIENCE, THE EMPLOYER MAY CHOOSE TO RETAIN THE APPRENTICE FROM JOB TO JOB BUT SHALL NOTIFY THE LOCAL UNION AND THE JATC OF ALL REASSIGNMENTS.

18.10. AN APPRENTICE SHALL NOT WORK ON THE JOBSITE UNLESS SUPERVISED BY A JOURNEY WORKER.

18.11. AN APPRENTICE SHALL NOT BE PENALIZED FOR TAKING OFF FROM WORK TO ATTEND OFFSITE TRAINING (THOUGH TIME OFF FOR TRAINING IS UNPAID).

**ARTICLE XIX**  
**Effective Dates**

19.1. The provisions and rates of this Agreement shall be effective on May 1, 2002 and will remain in FULL 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, 2002, 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.

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

19.3. 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 the mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

**ARTICLE XX**  
**Classifications and Wage Rates**

20.1. 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, unless, in the opinion of the Employer, there is need for such a workman.

**20.2. FRINGE BENEFITS: EFFECTIVE MAY 1, 2002 THROUGH APRIL 30, 2003**

<table border="0"> <tr><td>W-I</td><td>\$2.30</td><td>Pension</td></tr> <tr><td></td><td>3.00</td><td>Health &amp; Welfare</td></tr> <tr><td></td><td>1.15</td><td>Vacation</td></tr> <tr><td></td><td>.34</td><td>Training</td></tr> <tr><td></td><td>**</td><td>Supplemental Dues</td></tr> <tr><td></td><td><u>.10</u></td><td><u>MCI AF</u></td></tr> <tr><td></td><td>\$6.89</td><td>Hour</td></tr> </table>	W-I	\$2.30	Pension		3.00	Health & Welfare		1.15	Vacation		.34	Training		**	Supplemental Dues		<u>.10</u>	<u>MCI AF</u>		\$6.89	Hour	<table border="0"> <tr><td>W-II</td><td>\$2.30</td><td>Pension</td></tr> <tr><td></td><td>3.00</td><td>Health &amp; Welfare</td></tr> <tr><td></td><td>.90</td><td>Vacation</td></tr> <tr><td></td><td>.34</td><td>Training</td></tr> <tr><td></td><td>**</td><td>Supplemental Dues</td></tr> <tr><td></td><td><u>.10</u></td><td><u>MCI AF</u></td></tr> <tr><td></td><td>\$6.64</td><td>Hour</td></tr> </table>	W-II	\$2.30	Pension		3.00	Health & Welfare		.90	Vacation		.34	Training		**	Supplemental Dues		<u>.10</u>	<u>MCI AF</u>		\$6.64	Hour
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	**	Supplemental Dues																																									
	<u>.10</u>	<u>MCI AF</u>																																									
	\$6.64	Hour																																									

\*\*\$.70 Supplemental dues shall be deducted from the wage rate as set out in Article 16.1.

**WAGE RATES: EFFECTIVE MAY 1, 2002 THROUGH APRIL 30, 2003**

<u>COUNTIES</u>	<u>GENERAL LABORER</u>	<u>SKILLED LABORER</u>
AREA W-1 Buchanan and Lafayette	\$18.49/hour	\$18.84/hour

EFFECTIVE MAY 1, 2003: Add \$.95 to Wage OR FRINGES.  
EFFECTIVE MAY 1, 2004: Add \$.95 to Wage OR FRINGES.  
EFFECTIVE MAY 1, 2005: Add \$.95 to Wage OR FRINGES.

AREA W-II

Andrew, Atchison, Barry, Barton, Bates, Benton, Caldwell, Camden, Carroll,  
Cedar, Christian, Clinton, Dade, Dallas, Daviess, DeKalb, Douglas, Gentry,  
Greene, Grundy, Harrison, Henry, Hickory, Holt, Jasper, Johnson, Laclede,  
Lawrence, Livingston, McDonald, Mercer, Morgan, Newton, Nodaway, Ozark,  
Pettis, Polk, St. Clair, Saline, Stone, Taney, Vernon, Webster, Worth & Wright      \$17.09/hour      \$17.64/hour

EFFECTIVE MAY 1, 2003: Add \$.90 to Wage OR FRINGES.  
EFFECTIVE MAY 1, 2004: Add \$.90 to Wage OR FRINGES.  
EFFECTIVE MAY 1, 2005: Add \$.90 to Wage OR FRINGES.

A part or all of the increases set out as wage increases may be used as set out in Article IX.

20.3. Wages to be paid for "private development" work shall be \$4.00 per hour less than those rates set out in Section 2 of this Article. "Private 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 development" work if (A) 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) or less; or (B) it involves work on a railroad or railway work on public or private property; or it involves water or sewer (storm or sanitary) that relates to (A) or (B).

20.4. Employees while working in the classification of dump man, ticket taker on stock piles or flagmen shall be paid \$2.00\* per hour less than the wage rate for general laborer; fringe payment to remain the same.

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

20.5. There shall be a tunnel crew leader or working foremen on all tunnel work requiring two (2) or more laborers.

20.6. Compressed air and caisson worker's wages and conditions will be negotiated before the job starts.

20.7. The Union agrees that if, with respect to work defined in Article I and to be performed within the jurisdiction as set forth in Article II of this Agreement, it makes any agreement with any other Employer containing any terms or conditions which, in the opinion of the Employer, are more favorable to such other Employer than those provided herein, any or all of such terms or conditions, at the option of the Employer, shall automatically become a part of this Agreement.

20.8. In areas where open shop work is predominant or non-union contractors are known to be bidding on a project, at the request of either party the Association and the agree to hold a pre-bid conference with all crafts prior to bidding for the purpose of considering wages and working conditions, it being understood that all crafts will be treated on an equal basis.

20.9. On hazardous and toxic waste work, a Class A worker shall receive seventy-five cents (75¢) above the general laborer rate; a Class B worker shall receive fifty cents (50¢) above said rate; a Class C worker shall receive twenty-five cents (25¢) above said rate; and a Class D worker shall receive the general laborer scale.

## WAGE CLASSIFICATIONS

20.11. General Laborer. Carpenter Tenders, Salamander Tenders, Loading Trucks under Bins, Hoppers and Conveyors, Track Men and all other General Laborers.

Air Tool Operator, Cement Handler -- Bulk or Sack, Dump Man on Earth Fill, Georgie Buggie Man, Material Batch Hopper Man, Material Mixer Man (except on manholes), Cofferdams, Riprap Pavers -- Rock, Block or Brick, Signal Man, Scaffolds over Ten Feet not Self-supported from ground up, Skipman on Concrete Paving, Wire Mesh Setters on Concrete Paving, All Work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines, Power Tool Operator, All work in connection with hydraulic or General Dredging Operations, Form Setter Helpers, Puddlers (paving only), Straw Blower Nozzleman.

Asphalt Plant Platform Man, Chuck Tender, Crusher Feeder, Men handling creosote ties or creosote materials, Men working with and handling epoxy material or materials (where special protection is required), Rubbing concrete, topper of standing trees, Batter Board Man on Pipe and Ditch work, Feeder Man on Wood Pulverizers, Board and Willow mat weavers and Cable tiers on river work, Deck Hands, Pile Dike and Revetment work, All Laborers working on underground tunnels less than 25 feet where compressed air is not used, Abutment and Pier Hole Men working six (6) feet or more below ground, Men working in Cofferdams for bridge piers and footing in the river.

Ditchliners, Pressure groutmen, Calker and Lead Man, Chain or concrete saw, Cliff Scalars working from scaffolds, Bosuns' chairs or platforms on dams or power plants over ten (10) feet above ground, manhole builder helpers, mortar men on brick or block manholes, toxic and hazardous waste work.

20.12. Skilled Laborer. Head Pipe Layer on sewer work, Laser Beam Man, Jackson or any other similar tamp, Cutting torch man, Form Setters, Liners and Stringline Men on concrete paving, curb, gutters, hot mastic kettleman, hot tar applicator, Sand blasting and gunite Nozzlemen, Air Tool operator in tunnels, screed man on asphalt machine, asphalt raker, MILL SETTER, Barco Tamper, Churn drills, Air Track Drills and all similar drills, Vibrator Man, Stringline man for electronic grade control, Manhole Builders -- Brick or block, Dynamite and Powder men, Welder, Leadman or a working foreman, tunnel leadman or working foreman, Grade checker, concrete saw over 5 H.P., concrete specialist.

20.13. Miners. Men working in tunnels or shafts (not air) of twenty-five feet or more in length or depth will be paid fifty cents (50¢) per hour above the General Laborer rate.

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

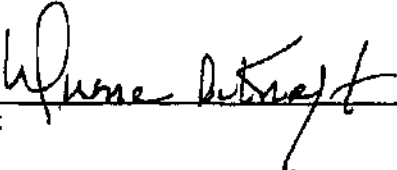
20.15. Compressed Air Work. Compressed air and caisson workers' wages and conditions will be negotiated before a job starts.

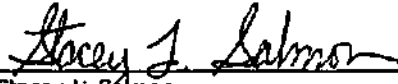
20.16. On any project meeting the qualifications of 5.15 of this Agreement, at least one leadman or working foreman shall receive \$1.00 more per hour than the skilled laborer rate.

In witness thereof, the parties hereto have set their hands this 15<sup>th</sup> day of May, 2002.

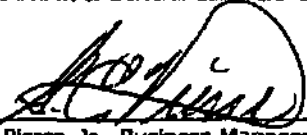
THE ASSOCIATED GENERAL  
CONTRACTORS OF MISSOURI, INC.

WESTERN MISSOURI & KANSAS LABORERS'  
DISTRICT COUNCIL AND ITS AFFILIATED LOCAL  
UNIONS IN THE STATE OF MISSOURI

  
\_\_\_\_\_  
Duane A. Kraft  
President

  
\_\_\_\_\_  
Stacey L. Salmon  
Business Manager

  
\_\_\_\_\_  
Bill Townsend, Business Manager  
Construction & General Laborers' Local Union No. 319

  
\_\_\_\_\_  
G. E. Pierce, Jr., Business Manager  
Construction and General Laborers' Local Union No. 579

  
\_\_\_\_\_  
Jeffrey D. Wilkinson, President & Business Manager  
Heavy Construction Laborers' Local Union No. 663

  
\_\_\_\_\_  
Pat Stevens, Business Manager  
Construction and General Laborers' Local Union No. 676

## EXHIBIT A

### ASSOCIATED GENERAL CONTRACTORS OF MISSOURI SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

This substance abuse policy and program has been adopted and implemented pursuant to negotiations between the Associated General Contractors of Missouri (Association), and the Western Missouri and Kansas Laborers' District Council and their Affiliated Local Unions in the State of Missouri. The term "Contractor" or "Company" when used herein refers to construction industry contractors who are signatory to the collective bargaining agreement negotiated between the Association and the Union. Should any dispute arise with respect to the application or implementation of this policy and program between workers employed pursuant to said labor agreements, such disputes shall be submitted to the grievance and arbitration provisions of said collective bargaining agreement.

#### A.1. Purposes.

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. to ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- C. to reduce substance abuse-related accidental injuries to persons or property;
- D. to reduce substance abuse-related absenteeism and tardiness, and improve productivity;
- E. to provide rehabilitation assistance for employees who seek help; and
- F. to comply with any law or regulation requiring such programs.

#### A.2. Policy Statement.

The use, sale, purchase, possession, transfer, manufacture, or being under the influence of alcohol, illegal drugs or any controlled substance (hereinafter "alcohol and drugs"), other than the proper use of lawfully prescribed medication, on Company time, including break time and lunch time, or while on the Company's premises or worksites, is strictly prohibited.

#### A.3. Testing.

In order to combat problems associated with substance abuse and to assist in the enforcement of this policy, a Contractor may require employees and applicants to undergo a drug and alcohol test in the following circumstances:

A. Pre-employment Tests. Prior to employment, a Contractor may require an applicant or referral to undergo a drug and alcohol test. Also, a Contractor may require a new employee to undergo such a test within seven (7) calendar days of conditional initial employment.

B. Cause Testing. A Contractor may require testing for drugs or alcohol where there is cause to believe that: (1) the employee has reported for work or is working under the influence of alcohol or drugs; (2) the employee has possessed alcohol or drugs or related paraphernalia in violation of the policy; (3) the employee has caused a work-related accident; (4) the employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or (5) the employee has engaged in conduct, actions, or inactions where it appears based upon observation that the mental or physical capacities of the employee have been impaired.

C. Promotion. A Contractor may require testing for drugs or alcohol of employees before, or following, a conditional offer of promotion.



D. Government Required Physical Examinations and Testing. A Contractor may conduct any physical examination or testing for drugs or alcohol required by law.

E. Treatment or Rehabilitation Program. A Contractor may require random testing of any employee in connection with a drug or alcohol counseling or rehabilitation program, including testing for a period of up to one year following completion of a treatment or rehabilitation program.

F. Testing. Prior to the test, the applicant or employee must sign a consent and release form authorizing and agreeing to the test. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test. The test for alcohol may be a breath and/or blood sample test as prescribed by the Association administrator.

G. Re-test. Within three working days of notification of a positive test result, an employee may request that the laboratory re-test the original sample at his expense. If the re-test is negative, the Contractor shall reimburse the employee for the cost of the re-test.

H. Administration. The Association's designated program administrator (the "Association administrator") shall select following consultation with the program administrator designated by the Union (the "Union administrator") a qualified testing laboratory to conduct all tests appropriate and required by this program. All tests, except the re-test, shall be at the Employer's expense.

#### A.4. Penalties.

A. Refusal to consent to any drug or alcohol test contemplated by this policy will be grounds for immediate discharge or, in the case of applicants or conditional employees, will result in withdrawal of the offer of employment.

B. When an incident occurs or cause arises for testing under Section A.3, paragraph B above, the employee may be suspended for the period of testing and further investigation, with or without pay, depending on the nature and seriousness of the incident or actions.

C. Upon completion of testing and investigation further action may be taken. If the test results are positive, the employee may be terminated depending upon the employee's work history, employment record, or the nature and seriousness of his actions and conduct.

D. If the employee is reinstated to work on the first violation of this policy, or first confirmed positive drug or alcohol test result under this policy, the employee, other than an applicant, will be referred to a drug or alcohol counseling or treatment program deemed appropriate by a qualified consultant. Continued employment is contingent upon acceptance of the referral and successful completion of the program.

E. Where continuation of employment during the treatment program would constitute, in the judgment of the counselor or agency, a significant safety risk, the counselor or agency shall so advise the Association and Union administrator and the employee will be suspended without pay pending completion of the program.

F. Any subsequent violation of the policy or confirmed positive alcohol or drug test result will result in discharge.

G. The foregoing is not intended to limit the Contractor's inherent and traditional management rights.

#### A.5. Counseling or Treatment.

A. The Association's administrator, on behalf of its contractor members, shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers and/or medical assistance centers, which list shall be reviewed with and circulated to the Union administrator.

B. Such agencies, persons, centers, or programs shall constitute the "qualified consultant" referred to herein. The following of the recommendations, advice and counseling and any prescribed treatment by the employee shall constitute the "drug or alcohol counseling or treatment program" referred to herein.

C. A portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in said labor agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund may from time to time adopt. The trustees of said fund shall prepare and have available schedules of benefits or reimbursement available to employees participating in such programs.

D. Upon the successful completion of a counseling or treatment program, the counselor or agency shall so certify in writing to the employing contractors, the Union or to the Association, as the Association and Union administrators shall direct.

E. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Association and Union administrator. The foregoing section shall not apply to any employee who voluntarily seeks assistance pursuant to Section A.6 "Rehabilitation."

#### A.6. Rehabilitation.

Any employee who feels that he or she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the Association or Union administrators.

#### A.7. Miscellaneous Provisions.

A. The federal government requires certain government contractors to establish and maintain written drug awareness programs with certain minimum provisions. In the event that a contractor becomes obligated to comply with such a program, the contractor may do so pursuant to the terms hereof.

B. The Association and Union administrators shall prepare an appropriate notice to employees concerning the existence of this program, the treatment and counseling available as well as the penalties described above and shall use their offices to see that all employees employed under said collective bargaining agreement are informed concerning the existence of these provisions.

C. Neither the Association nor the Union, nor their administrators, shall be liable for any activities or conduct engaged in pursuant to this program.