Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Associated General Contractors of St. Louis and Eastern Missouri Laborers District Council, Laborers International Union of North America (LIUNA), AFL-CIO, Local 42, 53, 110 (2004)**

K#: **8415**

Employer Name: **Associated General Contractors of St. Louis**

Location: **St. Louis MO**

Union: **Eastern Missouri Laborers District Council, Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **42, 53, 110**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **1500**

Effective Date: **03/01/04**

Expiration Date: **03/01/09**

Number of Pages: **56**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

8415

1500 ee

LABORERS'

MARCH 1, MARCH 1,

2004 - 2009

AGREEMENT

negotiated by

ASSOCIATED GENERAL
CONTRACTORS
OF ST. LOUIS

and

LOCALS NOS. 42, 53, AND 110
AFFILIATED WITH THE EASTERN MISSOURI
LABORERS' DISTRICT COUNCIL AND
THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

54 pages

INDEX

SUBJECT **PAGE**

Ability to Work Four 10-Hour Days 26
Appendix A - Supplemental Job Labor Standards Agreement 44
Apprenticeship 10
Area Limits 5
Audits and Suits to Collect Contributions 18
Basic Rate - Building and Heavy/Highway 7
Basic Rate - Finish Cleaning-Furniture Handling Private Work Only 10
Basic Rate - Residential 9
Basic Wrecking Rate – Total 7
Certified Hazardous Material Premium 25
Composite Crew 42
Compressed Air Rates and Rules 21
Concrete Specialist 24
Declaration of Principles 35
Drain Tile Rate 24
Dynamiter or Powderman Rate 20
Excavation 23
Exoneration 39
Flagman Rate 21
Foreman 25
Foreman Rate 19
Free Air Tunnels and Shafts 22
Fund 17
General Foreman Rate 19
Grievance Procedure and Arbitration 36
Heat, Power, Water and Cooling Lines Rates 24
Heating 23
Holidays 29
Insurance 19
Intent and Purpose 5
Job Labor Standards 3
Junction 23
Jurisdiction 38
Legal Compliance 40
Letter of Understanding 43

Limitation of Agreement 25
Lunchtime 27
Management 40
Miscellaneous Rates 25
Non-Loss Time Accident 31
Notification - Referral for Employment 2
Outstate Work 36
Overtime 27
Payday 28
Pension 14
Picket Lines 38
Pier Hole Rate 20
Plumber Laborer Work 23
Pre-Bid Conference 42
Pre-Job Conference 5
PRIDE/Escrow 17
Projects That Cannot Be Performed During Regular Workday 27
Recognition - Right to Hire 1
Reporting and Delinquent Contributions 17
Safety Provisions 32
St. Louis Construction Training and Advancement Foundation 15
Selection of Labor 34
Shift Work 30
Show Up 28
Site 23
Stack Rate 20
Steward 33
Storm and Sanitary Sewer Rates 24
Strikes 38
Structure 23
Substance Abuse 1
Suppertime 27
Supplemental Dues 16
Supplies Furnished 33
Surety Bond and Insurance 19
Termination 40
Territorial Jurisdiction of Locals 42, 53 and 110 41
Training and Apprentice 15

Transferring 31
Union Security 5
Vacation 15
Visiting Jobs 34
Voting Time for Employees 31
Wages - Working Rules 7
Waiting Time 29
Water Boy Rate 20
Welfare 14
Workday 25

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into, effective the first day of March, 2004 by and between the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS, for and in behalf of its members who sign individual contracts, and for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as the Employer and LOCALS NOS. 42, 53 and 110 and the EASTERN MISSOURI LABORERS' DISTRICT COUNCIL, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, A.F.L.-C.I.O. hereinafter referred to as the Union.

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

SUBSTANCE ABUSE

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

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

ARTICLE 1
Recognition - Right to Hire
Notification - Referral for Employment
Job Labor Standards
Pre-Job Conference

Section 1.01 Recognition-Right to Hire: The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of Building, Site and Highway & Heavy Laborers who are employed by the Employer on its construction work, located in the City and County of St. Louis, State of Missouri and as otherwise specified herein. Reference to employees in this Agreement shall mean employees of the unit above described.

Section 1.02 The Employer reserves and shall have the right to accept or reject, to employ or not to employ any persons furnished by the Union, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

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

No employee shall be required as a condition of employment to use his personal vehicle in the performance of his duties.

Section 1.03 The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances.

Section 1.04 Notification-Referral for Employment: The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of experienced workmen. In recognition of this service, and in order to maintain its efficiency, the Employer shall give definite consideration to the Local Union Office having territorial jurisdiction over the job site in the securing of qualified, experienced employees, especially as regards to the hiring of new and additional employees.

Employers may hire any member of the bargaining unit for work within the area limits of this Agreement. However, attempts shall be made to secure qualified employees from the Local Union Office having territorial jurisdiction over the job site for new, additional, or temporary employees, especially temporary employees for work during the summer months. The Employer shall have the right to request employees by name and these employees shall be dispatched by the Union Office. However, Employers shall not request employees by name exclusively.

No Employer shall loan out employees covered under this bargaining Agreement (general foreman, foreman, laborers, etc.) to any out of town Employer performing work in the jurisdictional area covered by this Agreement without prior mutual agreement between the Business Representative of the Local Union and the Employer involved.

Provided an agreement has been reached between the Employer and the Local Union to employ out of town laborers on a project, such laborer will be required to register with the Local Union Office having territorial jurisdiction over the job site within 24 hours of being employed on the project.

Failure on the part of any Employer to give definite, positive consideration to the Local Union Office having territorial jurisdiction over the job site as regards the hiring of new and temporary employees (especially during the summer months) shall be considered a violation of this Agreement. If the Union alleges that an Employer has violated this Section, then the Union shall issue a warning notice to the Employer and his Association (if any). If the Employer is guilty of and violation of these provisions after said warning, then the Union shall have the right to order cessation of all Employer's work until such violation has been corrected.

Section 1.05 Job Labor Standards: The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, he may perform with his own employees or may subcontract to others.

Solely to preserve bargaining unit work and to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that when subcontracting on site construction work requiring laborers at jobsites covered by this Agreement, the Employer will obtain the written agreement of the subcontractor: (1) That the subcontractor will pay to or provide for employees performing such subcontracted work on such jobsites wages and fringe benefits in an aggregate dollar cost no less than the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this Agreement or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area, to the end that the total labor cost of the subcontractor for such work is no less than the total labor cost of an Employer performing such work under this or another Agreement with

the Union. For purposes of the preceding sentence, the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this or another Agreement with the Union shall include any payments required by Sections 5.01, 5.02, 5.03, 5.04, 5.06, 5.07, 5.14 through 5.23, 5.28 through 5.40, 5.42, 5.43 5.44D and 5.46 of this Agreement, or similar provisions of such other Agreement; but a subcontractor shall not be required to agree to be bound in any other respect to the provisions listed and referred to above. (2) That the subcontractor will, on the Union's request, promptly furnish or make available to the Union copies of such payroll and other records as are necessary to verify the subcontractor's compliance with the foregoing agreement regarding wages and fringes and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractor's payroll records as necessary to verify compliance, the cost of such audit shall be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error, or clerical mistake. (3) That the subcontractor shall be directly liable to the Union for any violation of the subcontractor's agreement and that the Union's rights may be enforced by a suit for appropriate equitable and monetary relief including interest, a reasonable attorneys' fee and costs of suit. Provided the Employer has obtained the foregoing agreements from a subcontractor, the Union shall pursue enforcement of such agreements directly against the subcontractor, and shall assert no claim or demand against the Employer with respect to the subcontractor's performance or non-performance of such agreements. On each occasion when the Employer subcontracts on site construction work requiring laborers at jobsites covered by this Agreement, the Employer will promptly notify the Union of the project name and location and the identity of the subcontractor and will provide the Union with a copy of the subcontractor's written agreements required by this paragraph. An Employer may comply with the obligations of this paragraph by using the form attached as "Appendix A" to this Agreement to obtain the required agreements from subcontractors, but use of such form shall not be required for compliance. None of the obligations imposed on the Employer by this paragraph shall apply to subcontracting of work to a subcontractor whose employees performing such work are covered by a collective bargaining agreement between the subcontractor and any construction-related union affiliated with the AFL-CIO, so long as such collective bargaining agreement remains in effect.

Section 1.06 Pre-Job Conference: Either the Union or the Employer may call a pre-job conference on all projects of $1,000,000.00 or more.

ARTICLE II
Area Limits

Section 2.01 This Agreement shall apply only to work of the Employer on construction sites located in the City or County of St. Louis, Missouri, or as otherwise specified herein.

Section 2.02 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 between the Eastern Missouri Laborers' District Council and other Employers covering construction work in the territorial jurisdiction of the Council, other than St. Louis and St. Louis County, Missouri provided they accept and sign such agreements.

ARTICLE III
Intent and Purpose

Section 3.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 3.02 It is the intention of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

ARTICLE IV
Union Security

Section 4.01 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that the continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of

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

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

Section 4.02 The Employer shall not be required to discharge any employee for noncompliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests (in writing) the discharge of any employee for noncompliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union. All such requests by the Union for discharge of any employee shall be written.

Section 4.03 Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner as to provide for other type of or provisions relating to Union Security, then in such event this Agreement shall automatically amend as of the effective date of such amendment of the Act to embody such changed provisions relating to Union Security as requested by either the Employer or the Union.

Section 4.04 It is agreed that the Employer and the Union will comply with all of the rules, regulations, and provisions of Executive Order No.11246 established by the President of the United States on Equal Employment Opportunity effective October 24, 1965.

ARTICLE V
Wages - Working Rules
Basic Rate - Building and Heavy/Highway

Section 5.01 Building construction is hereby defined to include building structures, including modifications thereof and additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for, building construction; however, not the preparation, grading, and improvement of the property or site. Actual excavation for building basements, footings or foundations and backfilling of building basements, footing or foundations shall be considered building construction.

Commercial, Industrial or Institutional Building or Buildings shall include factories, warehouses, hotels, churches, schools and multiple unit rental housing projects but shall not include subdivisions unless the majority of the building lot areas in the subdivision are devoted to Commercial, Industrial or Institutional Buildings.

Site Improvement and Highway/Heavy is hereby defined to include soil examination, excavating, grading and constructing highways and heavy improvements, both public and private, including roads, viaducts, airports, sewers, streets, alleys; and site improvement including grading, clearing and utilities for building construction projects and subdivisions (but excepting actual excavation for the building basement or footings and backfilling of the basement or footings); railroad construction including grading and track laying; bridges, retaining walls and culverts, canals, drainage projects, levees, sidewalks, dams, pavements of all classes; water mains including laying and caulking, and public utilities, and public utility projects, and other work of like character, not including, however, the actual erection of buildings.

It is agreed that the basic hourly rate of wages for all employment of all employees in the unit, when employees are engaged in the general activities in conjunction with Building Construction and Heavy/Highway shall be:

(Basic Hourly Rate - General Laborers)

EFFECTIVE
3/3/04
$24.48*

*(Inc. $1.00 per hour to be paid with to the Vacation Fund in lieu of cash and supp. dues of 2¾% of gross wages (taxable amt.)

FRINGE	$ 3.60	Welfare
BENEFITS	$ 3.75	Pension
	$ .48	Training and Apprentice
	$ .15	CTAF
	$ .01	PRIDE Escrow
	$32.47	Total Package

Effective March 2, 2005 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 1, 2006 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 7, 2007 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 5, 2008 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)

Basic Wrecking Rate-Total

When engaged in the wrecking of building or structures in their entirety, including buildings having one or more party walls which remain as enclosure of adjoining buildings (regardless of common ownership or use) and regardless of salvage of materials from such wrecking, except those temporary ones built and used by contractors during construction of a new building, employees basic rate shall be:

(Basic Hourly Rate - Wrecking)

EFFECTIVE
3/3/04
$24.36*

*(Inc. $1.00 per hour to be paid with to the Vacation Fund in lieu of cash and supp. dues of 2¾% of gross wages (taxable amt.)

FRINGE	$ 3.60	Welfare
BENEFITS	$ 3.75	Pension
	$ .48	Training and Apprentice
	$ .15	CTAF
	$ .01	PRIDE Escrow
	$32.35	Total Package

Effective March 2, 2005 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 1, 2006 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 7, 2007 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)
Effective March 5, 2008 -	$1.10 per hour increase (in Wages and/or fringes at Union's option)

Basic Rate - Residential

Residential construction is hereby defined as construction of single-family residences, including subdivisions, and apartments, condominiums or row housing limited to four (4) stories in height exclusive of the basement.

When employees are engaged in residential construction as defined above, the basic hourly rate for General Laborers shall be:

(Basic Hourly Rate - Residential)

	EFFECTIVE	
	5/1/04	
	$18.67*	
*Inc. $1.00 per hour to be paid to the Vacation Fund and supp. dues of 2½% of gross wages (taxable amt)		
FRINGE	$ 3.60	Welfare
BENEFITS	$ 3.05	Pension
	$25.32	*Total Package*

Effective May 1, 2005 -	$1.00 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2006 -	1.00 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2007 -	$1.00 per hour increase (in Wages and/or fringes at Union's option)
Effective May 1, 2008 -	$1.00 per hour increase (in Wages and/or fringes at Union's option)

Basic Rate - Finish Cleaning-Furniture Handling
Private Work Only

Finish Cleaning is hereby defined to include mopping, waxing, and vacuuming, cleaning of windows, fixtures, walls, and furniture. Finish cleaning does not include construction debris.

Furniture handling is hereby defined to include unloading, placing, moving, and cleaning.

The basic hourly rate for the classifications defined above shall be $4.00 less than building laborers basic rate. The fringe benefits shall be the same as building laborers rate.

The Union shall have the alternative to convert any of the cents per hour wage increases provided for in this Agreement from straight wages to additional cents per hour contributions to Welfare, Pension, Training, Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (LECET) or Vacation. If any conversion occurs, the cents per hour straight time hourly rates listed will simultaneously be reduced in the same amounts. If the Union desires to convert any of the wage increases to fringe benefits or to additional vacation stamp amounts in this manner, it will serve written notice to the Employer at least 60 days prior to the effective date of any annual wage installment due.

Section 5.02 Apprenticeship: Notwithstanding provisions pertaining to the hiring of employees contained elsewhere in this Agreement, it is agreed that, except for persons who were employed at any time before May 1, 2004 as a journey level laborer on work within the area limits of this Agreement, an Employer may not continue to employ an employee hired after that date unless the employee has, within eight (8) days after commencing such employment, registered for whichever of the following training requirements is applicable, and thereafter pursues such training to completion.

- If the employee has less than 4,000 hours of documented previous construction experience, the employee must register, with a letter of intent to hire from the Employer, to enter the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri. If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's documented working experience and demonstrated job skills, as determined solely by the Joint Apprenticeship Committee.

- If the employee has 4,000 or more hours of documented previous construction experience, the employee must register with a letter of intent to hire from the Employer, and enroll and complete the OSHA Safety & Health and Industry Orientation classes, by the Laborers-AGC Training Center (High Hill, MO), or other location approved by the Joint Apprenticeship Committee.

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

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

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

The Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned Standards. The Apprenticeship Program shall be administered by the Joint Apprenticeship Training Committee. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

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

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

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

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

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

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

Period 2 — 60% of journey level hourly rate
500 – 1,499 hours of work

Period 3 — 70% of journey level hourly rate
1,500 – 2,499 hours of work and completion of 144 total hours of off-the-job related IEP instruction

Period 4 — 80% of journey level hourly rate
2,500 – 3,499 hours of work and completion of 216 total hours of off-the-job related IEP instruction

Period 5 90% of journey level hourly rate
3,500 – 3,999 hours of work and completion of 288 total hours of off-the-job related IEP instruction

Journey Level 100% of journey level hourly rate
4,000 hours of work and completion of all off-the-job related IEP instruction

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

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

Employers shall be allowed: one (1) apprentice when employing three (3) or more journey level laborers; two (2) apprentices when employing ten (10) or more journey level laborers; three (3) apprentices when employing fifteen (15) or more journey level laborers; four (4) apprentices when employing twenty (20) or more journey level laborers. Employers employing more than twenty-five (25) journey level laborers shall be entitled to employ one (1) additional apprentice for each additional five (5) journey level laborers employed.

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

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

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

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

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

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

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

It is hereby agreed and understood that any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Level Laborer under this Agreement. Further, the failure of any Apprentice to maintain his or her Apprenticeship status shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 5.03 Welfare: In addition to the per hour wage rates the Employer will contribute (specific amounts shown on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to the Greater St. Louis Construction Laborers' Welfare Trust Fund.

Section 5.04 Pension: In addition to the per hour wage rates and the contributions to the Greater St. Louis Construction Laborers' Welfare Fund, the Employer shall contribute (specific amounts shown on wage schedules) to the Construction Laborers' Pension Trust of Greater St. Louis, for each actual hour worked by employees covered under this agreement.

Section 5.05 Vacation: Effective November 1,1999, the Employer shall deduct from the basic wage rate, and withhold, one dollar ($1.00) for each actual hour worked by each employee covered by this Agreement, and shall pay the amount of wages thus withheld to the St. Louis Laborers' Vacation Fund to provide vacation benefits for such employees. The amount paid to the Vacation Fund is part of wages, included in the laborers' wage rates, and shall be so considered in computation of withholding, taxes and insurance, etc.

No employee shall have the option to receive direct payment from the Employer of all or any part of the contribution due from the Employer to the Vacation Fund. In the event an Employer party hereto performs residential work in areas covered both by this Agreement and by the Union's collective bargaining agreement with the Residential Construction Employers, the Employer, notwithstanding the provisions of Section 5.54 hereof, shall continue to be bound by and comply with the provisions of this Article regarding the Laborers' Vacation Fund, and shall deduct the amount of the Vacation Fund contribution from the wages payable to the employees performing such work and forward it to the Vacation Fund in accordance with this Agreement.

Upon three (3) weeks prior notice the Employer and the Union, an employee may, with the Employer's concurrence, take a leave of absence not to exceed two (2) weeks for a vacation from the job on which he is employed, without jeopardizing future employment on the job, provided, however, that the laborers' work on that job is in progress on his return and that no more than one of the employees on such job shall be on vacation leave at any one time.

Section 5.06 Training and Apprentice: In addition to the per hour wage rate, the Employer shall contribute (specific amounts shown on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to training.

***Section 5.07 St. Louis Construction Training and* Advancement Foundation:** Effective March 3, 2004, in addition to the per hour wage rate, the Employer shall contribute fifteen cents ($.15) per hour for each actual hour worked by each employee covered by this Agreement to the St. Louis Construction Training and Advancement Foundation.

Effective March 1, 2006, in addition to the per hour wage rate, the Employer shall contribute seventeen cents ($.17) per hour for each actual hour worked by each employee covered by this Agreement to the St. Louis Construction Training and Advancement Foundation.

Employer shall encourage their laborer employees to take full advantage of all training, education and information offered through or by the Fund.

Primary purposes of the Foundation, as set forth in the Trust Agreement, shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

This Section shall remain in effect and not subject to renegotiation for one (1) year after the termination of this contract.

Section 5.08 Supplemental Dues:

Commercial Work - The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to two and three-fourth percent (2 ¾%) of the gross wages (taxable income).

Residential Work - The Employer shall deduct and withhold from wages of all employees covered by this Agreement supplemental dues in an amount equal to two and one-half percent (2 ½%) of the gross wages (taxable income).

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

Reporting and payment of such sums so deducted will be made on forms furnished by the Union.

Section 5.08A PRIDE/ESCROW: In addition to the per hour wage rate, the Employer shall contribute one cent ($.01) per hour for each actual hour worked by each employee covered by this Agreement to a separate escrow account until such time that the undersigned parties determine the disposition of the funds. The St. Louis Construction Training and Advancement Foundation (CTAF) shall record all such contributions received in a separate account, and shall hold the funds in the separate account to be used for such purposes as the Association and Union may hereafter jointly agree upon.

Employer contributions shall no longer be turned over to PRIDE of St. Louis, Inc. and PRIDE shall have no right, title, interest or claim to any such contributions made.

Section 5.09 Funds: Employers who accept and sign this Agreement also agree to accept and be bound by the Agreement and Declaration of Trust creating the Greater St. Louis Construction Laborers' Welfare Trust Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, by the Declaration of Trust creating the St. Louis Laborers' Vacation Fund, by the amended Agreement and Declaration of Trust creating the AGC-Eastern Missouri Laborers' Joint Training Fund, and Declaration of Trust creating the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust, and by the Trust agreement creating the St. Louis Construction Training and Advancement Foundation, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust instruments.

Section 5.10 Reporting and Delinquent Contributions: The Employer shall remit all payments required under Sections 5.03 through 5.07 and 5.08A, hereinafter referred to as "Fringe Benefit contributions", monthly, each month's contribution covering the period ending with the last full payroll period of that month. The Employer's remittance shall consist of a single check made payable to "St. Louis Laborers Fringe Benefits", in the combined amount of all Fringe Benefit contributions due for the month, together with a completed Contribution Report on the form furnished by the Laborers' Benefit Office, signed by an individual authorized to sign for the reporting Employer. The Employer's check and Contribution Report shall be sent to the address shown on the current Contribution Report form. Employers who have been obligated to make Fringe Benefit contributions shall, during periods of inactivity, submit monthly reports showing "no laborers" if no laborer worked during that month.

Contributions are due by the 15th day of the month following the month reported or which should be reported, and any contributions not received by the last day of the month during which contributions are due shall be considered delinquent. The Employer recognizes that the Employer's failure or refusal to make contributions when due causes additional bookkeeping, correspondence, telephone calls, loss of use of funds, delay in making entries in record keeping and other expenses to those to whom contributions are due. Therefore, the Employer agrees that upon contributions becoming delinquent, said Employer will pay, in addition thereto and as liquidated damages, a sum equal to twenty percent (20%) of such delinquent contributions. Further, when there are delinquent contributions due, the Union, notwithstanding any other provision in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, Pension, Training, Foundation, Supplemental Dues, Greater St. Louis Vacation Fund, PRIDE, or LECET trustees or by the Union, to such delinquent Employer, may order cessation of all work covered by the Employer on all jobs of Employer until such reports are made and the contributions together with liquidated damages are paid.

In addition, any Employer whose contributions to the St. Louis Laborers' Vacation Fund are delinquent for more than one month during the term of this Agreement may be required by the Trustees of said Fund to remit Vacation contributions weekly, apart from other Fringe Benefit contributions, for a period of up to one year.

Section 5.11 Audits and Suits to Collect Contributions: The Employer agrees that Welfare, Pension, Vacation, Training, Foundation, Supplemental Dues, PRIDE, and LECET shall each have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives or accountants audit and examine during the Employer's regular business hours, the Employer's weekly payroll journal, individual earnings records of employees, copy of Federal payroll tax returns and other payroll records as may be necessary to allow such examiner to determine whether the Employer is making full and complete reports and contributions as required by the Employer's collective bargaining agreement with the Union.

If such examination discloses that the Employer has not made full reporting and payment, the cost of the examination and audit shall be paid by the Employer provided that such allocation of cost to the Employer shall not apply in the case of inadvertent or immaterial error, or clerical mistake.

In addition to all other remedies on account thereof available to Welfare, Pension, Vacation, Training, Foundation, Supplemental Dues, PRIDE, LECET and/or the Union, suit to recover unpaid contributions and liquidated damages due and owing, if so, and/or to enforce this Section concerning audit and examination, may be brought by the respective Trustees of Welfare, Pension, Vacation, Training, Foundation, Supplemental Dues, PRIDE, LECET and/or the Union, and in the event of such suit the Employer agrees to pay in addition to the amount found due and owing, interest at the maximum rate allowed by law computed from the due date of each month's contribution, plus a reasonable attorney's fee payable to the attorney or attorneys filing such suit in an amount fixed by the Court, but in no event less than thirty-three and one-third percent (33 1/3%) of the total amount for which judgment is rendered.

Section 5.12 Surety Bond and Insurance: The Employer shall secure and maintain surety bond in the minimum amount of $25,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

Should the Employer, at any time, be unable to fulfill this obligation as provided above, the Union shall require such Employer to pay all wages due, plus fringe benefit contributions under Sections 5.03 through 5.08 on a weekly basis. The Union shall advise the General Contractor that these payments have been made and credited to the appropriate funds. A General Contractor shall not be liable for wages or fringe benefits unpaid by a subcontractor (unless mutually agreed upon in writing.)

Section 5.13 Insurance: The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section.

Section 5.14 Foreman Rate: Fifty cents ($.50) per hour above applicable basic rate.

Section 5.15 General Foreman Rate: One dollar ($1.00) per hour above applicable basic rate.

(When Employer determines that a foreman is required to direct the work of other foremen, he shall be designated as a General Foreman. Designation as General Foreman shall not relieve employee of his duties as a foreman.)

Section 5.16 Dynamiter or Powderman Rate: Fifty cents ($.50) per hour above the applicable basic rate. Dynamiter shall provide himself with license where required.

Section 5.17 Pier Hole Rate: Employee who must enter or work inside or at bottom of machine drilled pier holes with minimum depth of six (6) feet from where drilling begins, while working in or at bottom of such pier holes shall receive twenty-five cents ($.25) per hour above applicable basic rate.

Section 5.18 Stack Rate: When working on smokestack work (smokestacks on separate foundations) the following rate shall apply:

1 to 25 feet
$.25 per hour over basic rate

25 to 50 feet
$.50 per hour over basic rate

50 to 75 feet
$.75 per hour over basic rate

75 to 100 feet
$1.00 per hour over basic rare

100 to 150 feet
$1.25 per hour over basic rate

150 to 200 feet
$1.50 per hour over basic rate

200 to 250 feet
$1.75 per hour over basic rate

250 feet or higher
$2.00 per hour over basic rate

Section 5.19 Water Boy Rate: Applicable basic rate.

Section 5.20 Flagman Rate: The applicable basic hourly rate shall apply for flagman. If a flagman is required, he shall be a laborer under this bargaining unit. The Employer shall furnish flagman jackets to flagman who shall be responsible for return of such jackets.

Section 5.21 Compressed Air Rates and Rules: Compressed air rates and additional rules over and above normal contract conditions to apply to caisson work and tunnel work under air.

Present schedule for all men working in air pressure:

All Categories: General Laborers' Wages

0 to 10 pounds:
4 hours on-1/2 off-3 1/2 on

10 to 18 pounds:
3 1/2 hours on-1 off-3 1/2 on

18 to 24 pounds:
3 hours on-3 off-3 on

24 to 30 pounds:
2 hours on-4 off-2 on

30 to 36 pounds:
1 1/2 hours on-4 1/2 off-1 1/2 on

36 to 42 pounds:
1 hour on-5 off-1 on

42 to 48 pounds:
3/4 hour on-5 1/4 off- 3/4 on

48 to 52 pounds:
1/2 hour on-7 1/2 off-1/2 on

In the light of current research and investigation into health aspects of work under air pressure, if future determination indicates revision of work schedule and rules would be desirable for the health of the men, this schedule and rules shall be revised and corrected to conform with recommended practices. Wages for men working under air pressure shall be increased by the yearly contractual wage increases as outlined in Section 5.01.

Hours of work will commence at the low air side of the air lock except when the distance from the top of the shaft to the air lock exceeds 3,500 feet. If distance from the top of the shaft to the air lock exceeds 3,500 feet, a travel allowance of one-half (1/2) hour's pay per shift (at straight time) will be allowed.

Inside lock tenders same rate and hours as pressure men.

An additional fifty cents ($.50) per shift shall be paid pressure men only when sealing or concreting lock chamber.

Outside lock tenders and medical lock tenders same rate as pressure men except for an eight (8) hour shift. One each per eight (8) hour shift.

Dressing Room Attendant and all other outside Laborers at normal current contract conditions and rates applying to heavy and highway construction.

Lockers, hot and cold water, benches, towels, coffee and sugar, shall be furnished by the Employer.

Crew leaders shall be paid three dollars ($3.00) per shift above pressure men.

Section 5.22 Free Air Tunnels and Shafts: Laborers wage rate per hour for all work in tunnel and shafts leading to tunnel (except the powderman) will be twenty-five cents ($.25) per hour above the basic wage rate.

The powderman will receive a rate of fifty cents ($.50) per hour over the wage rate paid the tunnel laborer.

Hours of work will commence at the heading and will end at the heading except when the distance from top of shaft to heading exceeds 3,500 feet. If distance from top of shaft to heading exceeds 3,500 feet, a travel allowance of one-half (1/2) hour's pay per shift (at straight time) will be allowed, but the crews shall change at the heading.

This applies to jobs which are primarily tunnel projects and would not apply to tunnels incidental to open cut sewer installations or highway drainage projects, unless these tunnels are worked on a shift basis.

Section 5.23 Heating: When temporary heating is done with salamanders or any portable, self-contained heater, employees working on same shall receive the basic rate at straight time for all time worked not to exceed eight (8) hours in any calendar day, or forty (40) hours in period Monday through Friday, irrespective of whether or not the time worked falls within the regularly scheduled workday hours. For all time worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in period Monday through Friday (including not only heating work, but all other work), and for all such time on Saturdays, Sundays, and Holidays such employees shall receive contractual overtime.

On Saturdays, Sundays, or Holidays the minimum pay (for heating only) shall be for two (2) hours.

Plumber Laborer Work
DEFINITIONS AS USED HEREIN:

Section 5.24 Structure: Any concrete, brick, or other type installation including, but not limited to, tunnels and raceway through which pipes and lines are to be installed which prevent immediate contact of the lines with the backfill material or complete encasement of the lines by the backfill material. Pipe wrapping, insulation or split tile which merely protect the line and are actually part of the line are not to be classed as structures. Backfilling with wet mix concrete shall not be classed as a structure.

Section 5.25 Site: The word "site" as used herein shall be defined as the total tract of land including the land provided for the building or buildings and/or for all attendant Heavy and Highway Construction. In subdivisions, however, the tract shall include only the individual lots provided for each individual dwelling but not streets, alleys, or easements or similar common approaches or ground.

Section 5.26 Junction: Connections such as Y's, T's and Manholes.

Section 5.27 Excavation: Hand excavation only and not including structural concrete work and pouring, form work, backfilling, or the removal from site or from proximity of excavation of excavated material or surplus dirt.

Section 5.28 Heat, Power, Water and Cooling Lines Rate: Hand excavation, and hand backfilling for lines in trench not to be in a structure.....Plumber Laborer Rate.

Excavation and all Laborer work for lines in trench to be in a structure.....applicable Building or Heavy/Highway Laborer Rate.

Excavation and hand backfilling for and laying of drains below structure.....Plumber Laborer Rate.

In a "street job", such as utility distribution systems lines, etc., whether or not to be in a structure, in its entirety, excavation and all laborer work for lines to be in a trench..... .....Heavy/Highway Laborer Rate.

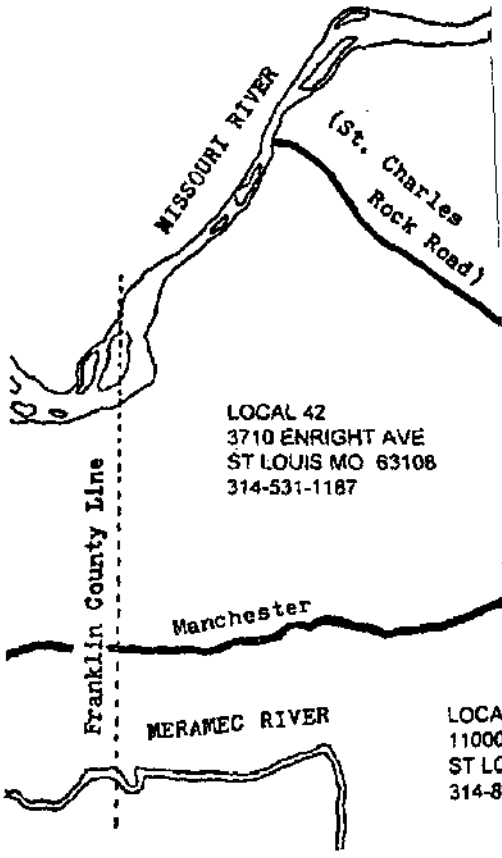
Section 5.29 Drain Tile Rate: Excavation for (not including general or footing excavation) and laying of drain tile around and under building.....Plumber Laborer Rate.

Section 5.30 Storm and Sanitary Sewer Rates: The excavation, laying and hand backfilling for storm and sanitary sewer laterals of nonmetallic pipe of any size (diameter), limited however to such work on the site of and within the site of Commercial, Industrial, Institutional or Residential Building or Buildings, and further limited to such work from the Building to the first junction on the site.....Plumber Laborer Rate.

All other sewer work shall be done in accordance with Heavy and Highway Construction.

It is expressly agreed that all work covered herein at the rates per hour shown for the various types of work has been and shall continue to be done by the Building Laborers employed by the contractors who are parties to this Agreement and under these Employers' direction and direct supervision and the direction and supervision of their regular supervisory employees.

Section 5.31 Concrete Specialist: The Employer may choose to assign to a member of the bargaining unit the striking off and finishing of flat concrete surfaces.


MISSOURI RIVER
(St. Charles Rock Road)
LOCAL 42
3710 ENRIGHT AVE
ST LOUIS MO 63108
314-531-1187
Franklin County Line
Manchester
MERAMEC RIVER
LOCAL
11000
ST LOU
314-89

Section 5.32 Certified Hazardous Material Premium: While performing hazardous waste removal, as defined by law, laborer(s) working in the same crew as another craft receiving premium pay, shall receive the same premium as the other craft, provided that the laborer can provide proof of certification of training for such work.

Section 5.33 Miscellaneous Rates: If the general contractor furnishes laborers to service any of the following mechanical or subcontractors, namely: Boilermakers, Electricians, Plumbers, Steam Fitters, Sprinkler Fitters, Brick Masons, and Plasterers, such laborer shall be paid the laborers hourly wage rate applicable to the respective type of work performed.

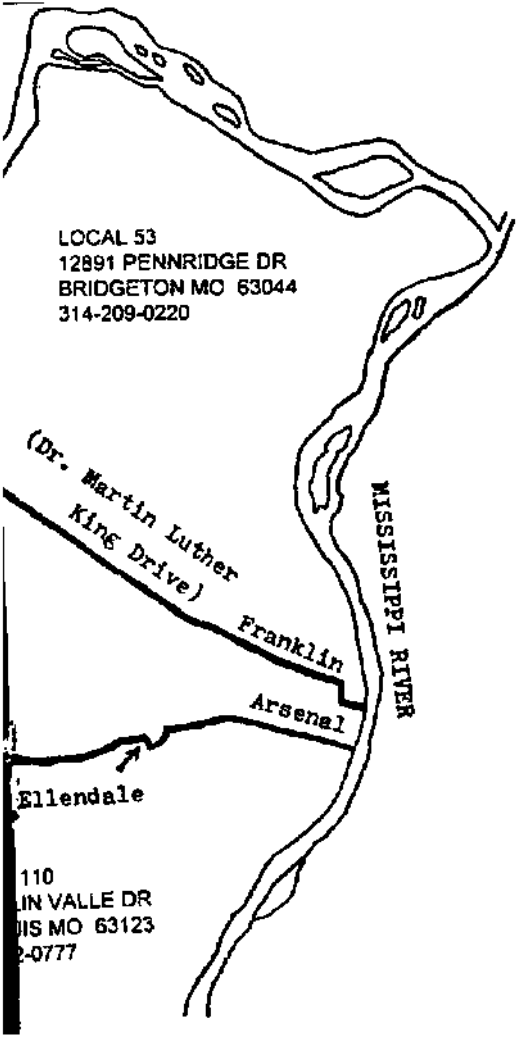
Section 5.34 Foreman: When ten (10) or more laborers are employed by the Employer on one job, one (1) of them shall be designated by the Employer as foreman and he shall receive foreman's rate.

Such foreman, when employed, shall be the agent of the Employer and he shall be considered an employee within the bargaining unit.

Section 5.35 Workday: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours.

However, it is the intent of this Agreement that whenever any laborers can be gainfully employed, there will be sufficient laborers on the job site during the workday established for the project. A lunch period of one-half (1/2) hour duration shall begin not later than four and one-half (4 1/2) hours after starting time.

Employees shall be at their workstation at the designated starting time and shall remain at their place during working hours until he designated quitting time. Where the employees' place of work equires Employer-furnished transportation, the employees shall be ransported one way on the employees' time and the other way on he Employer's time. On projects where there is a significant amount f such transportation time, the Union agrees to negotiate this matter n a pre-bid basis.


LOCAL 53
12891 PENNRIDGE DR
BRIDGETON MO 63044
314-209-0220
(Dr. Martin Luther King Drive)
Franklin
Arsenal
MISSISSIPPI RIVER
Ellendale
110
IN VALLE DR
IIS MO 63123
2-0777

Section 5.36 Ability To Work Four 10-Hour Days: The Employer may establish a four (4) ten (10)-hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. Forty hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. The Union will be advised of the starting time.

When an Employer works a project on a four (4) ten (10)-hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

Section 5.36A On residential work only, all work performed after 40 hours in any workweek or after ten (10) hours during any workday and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified herein. If an employee has worked less than forty (40) hours from Monday through Thursday and the Employer elects to work Friday then the Employer will be required to work or pay the employee for the full scheduled shift on Friday or until the hours worked on Friday plus the hours worked Monday through Thursday total forty (40) hours, whichever is less, and provided further that the employee will be paid or work a minimum of four (4) hours on Friday, unless prevented by inclement weather. If a crew is prevented from working two (2) workdays or any part thereof Monday through Friday by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift, unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, he shall not be penalized but can be replaced by another employee at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate.

Section 5.37 Lunchtime: If the starting time of the employees' one-half (½) hour lunch period is delayed beyond four and one-half (4 ½) hours after starting time on the job by the Employer, employees whose lunch period is so postponed shall receive a one-half (½) hour lunch period with straight time pay.

If the employee's lunch period is eliminated, the employee shall receive one (1) hour pay at the applicable overtime rate, unless the employee works less than eight (8) hours due to inclement weather.

Section 5.38 Suppertime: Employees are to be allowed one-half (½) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after ten (10) hours when working eight hour days. When working ten (10) hour days, employees are to be allowed one-half (1/2) hour supper if they are to continue work after ten (10) hours of work. In the event of additional overtime, employees will be allowed one-half (½) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

Where possible, employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 5.39 Overtime: Time and one-half (11/2) shall be paid (except for work performed on heating for which provision is made above, and work performed on projects that cannot be performed during the regular workday for which provision has been made below and modified in Section 5.36 and 5.36A) for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1 ½) shall be paid for work performed on Saturdays except as modified in Section 5.36A. Double time shall be paid for work performed on Sundays and Holidays.

Projects That Cannot Be Performed During Regular Workday: On Highway/Heavy Work or if required by owner, the contractor may perform work outside the normal work hours, and employees shall be paid the applicable straight time hourly wage rate plus a premium of $2.50 per hour for the first eight hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the $2.50 per hour premium.

Section 5.40 Show Up: An employee shall receive no less than four (4) hours pay at straight time rate or two (2) hours at overtime rate for any day (at the prevailing rate for such day):

(a) when employed on a job and upon reporting for work the following morning employee is notified there is no work to be done,

(b) or when ordered out and upon reporting on the job, or work, at the time as ordered, and not put to work,

(c) or when employee starts the day and is stopped or laid off before working at least four (4) hours,

unless prevented from starting or stopped from working by the failure of other employees to appear, or by failure of the Employer to receive materials, or on account of bad weather, ground conditions, or by other causes beyond the control of the Employer.

If an employee is requested to report to the Employer's yard and perform laborer's work prior to being transported to job site, he shall be paid for the work. When laborers report to the yard solely for transportation his time shall start at the regular starting time.

Any employee unable to work because of physical condition, lack of safety apparel as required, or inability to perform work assigned shall not be entitled to show up time.

Section 5.41 Payday: The Employer shall pay on the job, when employees are working on the job at the time herein specified, every Friday at or before 4:30 p.m. in currency or by payroll check, for the workweek ending at 4:30 p.m. the Tuesday night prior to payday. In the event of bad weather on Friday checks will be on the job no later than 12:00 noon unless unavoidably delayed. The Employer shall have at least two (2) full workdays after the ending of the workweek for the purpose of preparing the payroll, including when the job contracting authorities provide that the week shall end on a day other than Tuesday. When working under workday provision described in Section 5.36 and 5.36A the workweek shall end on Sunday with payday the following Friday.

Upon approval of the employee, wages due workers may be paid by direct deposit to the employees' accounts. Fringe benefits may be paid electronically.

The Employer shall furnish check stub or receipt which includes the Employer's name and address, showing gross amount of check, itemized deductions, and hours worked and amounts for both regular and overtime.

Section 5.42 Waiting Time: When employees are discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the Employer, employees shall be paid for the time required going to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. If the employee's check is postmarked later than 24 hours past the scheduled payday, the Employer shall pay the employee two (2) hours' pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of scheduled payday to receive the penalty payment. If an Employer's check to an employee is returned for insufficient funds, the Employer will be forced to pay in cash or cashier's check and pay any bank charges incurred by employee whose personal checks were written with insufficient funds.

When employees are laid off the Employer shall have the option of paying the employee off that day or sending their paycheck postmarked no later than the day following day of lay-off. If the employee's check is postmarked later than the day following the day of lay-off, the Employer shall pay the employee two (2) hours' pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of lay-off to receive the penalty payment.

If the Employer fails to comply with the above provisions more than two times, then the third time will be cause for the contractor to revert to lay-off is pay off for the remained of this contract. The Union shall notify the Employer, with copy to the appropriate Association, when such provision is invoked.

Section 5.43 Holidays: Double time shall be paid for work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and Christmas. When a Holiday occurs on a Saturday it shall not be observed on *either the previous Friday or the following Monday.* Such days shall be regular workdays. If such a Holiday occurs on Sunday, it shall be observed on the following Monday.

Section 5.44 Shift Work: Shifts may be established when considered necessary by the Employer.

A. Shift hours and rates will be as follows:

FIRST SHIFT:	Eight (8) hours plus one-half (1/2) hour for lunch.
SECOND SHIFT:	Eight (8) hours plus one-half (1/2) hour for lunch.
THIRD SHIFT:	Eight (8) hours plus one-half (1/2) hour for lunch.

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

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

D. The first shift will be paid at eight (8) hours' straight time for eight (8) hours' work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours' work.

Payment for shift work shall be determined by when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time; the shifts which start on Saturday morning and end of Sunday morning will be paid at time and one-half; the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

E. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.

Section 5.45 Voting Time for Employees: RS Mo. Section 129.060-1. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election, shall, on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of the opening and the time of closing of the polls for the purpose of voting; *and any absence for such purpose shall not be sufficient reason for* the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he votes, shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there be three (3) successive hours, while the polls are open in which he is not in the service of his Employer. The Employer may specify any three (3) hours between the time of opening and the time of closing of the polls during which such employee may absent himself as aforesaid.

If required, employee shall have form signed at polling place to indicate vote has been cast. Form shall be furnished by the Employer.

Section 5.46 Non-Loss Time Accident: On the day of an injury resulting from a job site accident the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided the doctor requires a return visit during working hours. Employee will obtain a written memorandum from the doctor showing the time of appointment and the time of treatment and will provide a copy to the Employer.

Section 5.47 Transferring: When employees are transferred *from one job location to another during the regular workday they must* be paid for such time.

Section 5.48 Safety Provisions:

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

(b) On all trench excavations of five (5) feet in depth or over, all trench walls will be either sloped from the five (5) foot point or in the event that sloping is impractical will be braced or shored to protect the workmen in the trench.

(c) The employee shall furnish hard hat and proper safety shoes (except where job conditions require special footwear such as rubber boots) and shall wear such safety items, as required by the Employer, at all times and shall be subject to immediate discharge for failure to do so.

(d) Employees shall not be required to work with unsafe tools and equipment or without safety appliances at any time nor shall employees be required to work under unsafe conditions.

(e) The Employer in recognition of the fact that an effective accident prevention program is essential, not only to the safety and welfare of the employees but to the efficient prosecution of the work, agrees to make effective use of accident prevention information and aids available from the Construction Training and Advancement Foundation, and to insure that such information and educational materials are made available to employees on the job site.

(f) On any job where there is a serious accident, if it resulted from unsafe job conditions, these conditions shall be corrected before work is resumed in the unsafe area.

(g) The Employer shall furnish safety goggles, respirators, hearing protection, toe guards and cutting goggles or helmets when burning or welding. If employee is to be performing cutting or welding for an extended period of time, the Employer shall provide safety gloves and vest.

(h) The Employer shall furnish a first aid kit on the job site and in addition will maintain a list of emergency services (i.e., fire department, police department, ambulance, hospital, doctors, etc.) where professional help, when needed, may be immediately obtained.

(i) In addition, the Employer and his employees shall strictly comply, at all times, with all applicable local, state and federal safety regulations and standards.

Section 5.49 Supplies Furnished: The Employer shall furnish all tools, raincoats, rain hats, rubber gloves, goggles, and sterilized boots required in the performance of employees' duties, ice water *during the summer months and when needed, sanitary drinking cups,* and shall provide or arrange for access to suitable toilet and dressing room facilities.

Section 5.50 Steward: The steward, selected by the Business Representative, shall be selected from the employees on the job or in any event from employees of the Employer. The Employer shall neither be required to hire an additional employee nor to replace a *man with a new employee* by *reason of* such selection as steward. 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. In the event the steward is to be transferred, the Employer shall notify the Union and secure concurrence of the transfer from Union's Business Representative. The Employer shall be advised of such steward's name.

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 that he is serving as steward. The* steward shall be permitted to perform during working hours such of his duties as steward including the adjustment of grievances. The Union agrees that such duties shall be performed as expeditiously as possible. Employees shall not be discharged, nor be discriminated against because they are acting as or *performing* the duties of a steward but may be discharged for just cause. Such cause shall be discussed with the Business Representative of the Union before discharge of the steward.

If any employee shall be taken sick on a job or meet with an accident while at work the steward shall see that he is properly cared for, and the Employer shall pay the steward for his lost time.

The steward shall attend personally and see to it that the injured employee is immediately given proper medical care or hospitalization and that the injured employee's family is notified without loss of pay to the steward for such service.

If such loss of time extends after 4:30 p.m., the steward shall be reimbursed for such loss of time after 4:30 p.m. at contractual overtime rates but not to exceed one (1) hour.

The steward shall be notified before the end of any shift if any of the employees are going to be required to work overtime. If overtime work is required, the steward shall be one of the workmen who shall perform the work, provided he so desires and is capable of performing the work.

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

All employees under this bargaining unit shall be required to register with the job steward on the date of hire. Such registration shall consist of employee furnishing to the steward his name, address and telephone number. The steward shall also be allowed to request to see the employee's Union card and ask him to voluntarily fill out a supplemental dues authorization check-off card. In the event the employee does not have a Union card the steward shall be allowed to promptly notify the Union.

No steward has the right to call a work stoppage, slow down, or strike and such conduct by a steward shall be held to be without the authorization of the Union.

Upon resuming work on the same phase of the job, the steward shall be the first laborer called back provided there is work the steward is qualified to perform as stated in Section 1.02.

Section 5.51 Visiting Jobs: Duly authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the men, but shall in no way hinder the progress of the work.

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

Section 5.52 Selection of Labor: The Employer shall have the right to select their own employees. When called upon by the Employer, the Union shall furnish competent employees. There shall be no discrimination on account of unionism against any member of the Union by the Employer.

Notwithstanding the provision as to Union Security herein set out, it is expressly agreed that supervisory and clerical employees of the Employer shall not be required to become members of the Union. Employees shall take orders and instructions from the Employer and from supervisory employees designated by the Employer and refusal to perform work covered by this Agreement as so ordered or instructed shall be cause for discharge.

Section 5.53 Declaration of Principles: The following underlying principles shall apply to all labor relations of the parties hereto and all employees covered hereunder:

1. That there shall be no limitations imposed as to the amount of work any employee shall perform during his working day.

2. That there shall be no restriction with respect to the use of machinery, tools or appliances.

3. That there shall be no restriction with respect to the use of any raw or manufactured materials.

4. That no person, other than the Employer or its agent, shall have the right to interfere with employees on their work during working hours.

5. That employees are at liberty to work for whomsoever they see fit. They shall be entitled to demand and receive the wage agreed upon as herein set out.

6. That the Employers are at liberty to employ and discharge for just cause, whomsoever they see fit.

Section 5.54 Limitation of Agreement: This Agreement shall not be construed to bind any party hereto with regard to any work in any locality other than that covered or provided for by this Agreement.

If the Union enters into any agreement with any Employer for work in areas covered by this agreement, upon more favorable terms to such other Employer than are embodied in this Agreement, and if such more favorable terms are allowed to continue in effect, such more favorable terms shall be made immediately available to the Employers signatory to this Agreement.

Section 5.55 Outstate Work: 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 between the Association and the Eastern Missouri Laborers' District Council covering "Heavy and Highway Construction Work" in the territorial jurisdiction of the Council, other than St. Louis and St. Louis County, Missouri provided they accept and sign such agreements.

The phrase "Heavy and Highway Construction Work" as used herein, means all private and public construction, federal and non-federal performed in this state, with the exception of building construction. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for, building construction; however, not the preparation, grading, and improvement of the property or site. Excavation for the foundations and of the basement proper shall be considered building construction.. Heavy and Highway Construction Work shall include, but shall not be restricted to, all work performed in the construction of streets and highways, airports, utilities, river and harbor work, flood control, levees, pile dike and revetment work on streams in and along the border of Missouri, railroad and heavy construction, and oil, gas and gasoline pipelines except main line, cross country oil, gas and gasoline pipelines.

ARTICLE VI
Grievance Procedure and Arbitration

Section 6.01 Any difference arising between employee and he Employer with reference to any condition of employment affecting employees subject to this contract that are not covered hereunder, or o the interpretation of this contract and any other grievances of the parties hereto except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the job steward shall be eferred to the Business Agent of the Union and the proper officials of he Employer.

Section 6.02 All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union may be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer, and the two (2) thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. The decision of a majority of this Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative and the compensation of the third member and other expense of such arbitration shall be borne equally by the Employer and the Union.

Section 6.03 If arbitration is requested by the Union or by the Association on behalf of a member Employer, or by a non-Association Employer signatory to this Agreement, the Employer and the Union agree to submit the grievance to an Arbitration Board as provided in this Agreement. However, if arbitration is not requested either by the Union or by the Association on behalf of a member Employer, or by a non-Association Employer signatory to this Agreement, the Union reserves the right to use its economic power in support of its demands. However, the Union must give seventy-two (72) hours notice to the Employer prior to using its economic power in support of its demands. In such event, it is agreed by both parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

Section 6.04 It is understood that bargaining with respect to change of wage rates or other conditions of employment upon termination of this Agreement is not a grievance hereunder or subject to arbitration.

Section 6.05 *No award in arbitration shall be retroactive for a* period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an employee from presenting his individual grievance, as provided for and guaranteed by the Labor-Management Relations Act of 1947.

ARTICLE VII
Strikes

Section 7.01 Except as herein otherwise provided, employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

ARTICLE VIII
Picket Lines

Section 8.01 It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform work in any instance where:

(a) The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trades Council of St. Louis, if so required, and

(b) The establishment thereof is not contrary to, or in violation of any law or this Agreement.

Section 8.02 The Union shall not be held liable for violation of this provision by any of its members.

ARTICLE IX
Jurisdiction

Section 9.01 Nothing in this Agreement shall be construed to define or determine any craft work jurisdiction or the recognition thereof by the Employer.

Section 9.02 The Union will make available to the AGC Department of Jurisdictional Research and Information, copies of all jurisdictional agreements and details of verbal understandings with other unions.

Section 9.03 When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employers shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of Employers in the area signatory to this Agreement.

Section 9.04 There shall be no stoppage of work because of a jurisdictional dispute.

ARTICLE X
Exoneration

Section 10.01 That during the term of this contract the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slowdown of work, or walkout by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

Section 10.02 The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will:

(a) Request them to immediately return to work,

(b) Advise them that they are violating the Union Agreement with said Employer, and

(c) Grant them no assistance.

Section 10.03 It is understood and agreed that the Negotiating Agent, (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union notify the Union within forty-eight (48) hours after receipt of such request by the Union whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

ARTICLE XI
Legal Compliance

Section 11.01 This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto, except for the Letter of Understanding dated March 1, 1999, and the prior Letter of Understanding included in this Agreement.

Section 11.02 Should any provision of this contract be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE XII
Management

Section 12.01 The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE XIII
Termination

Section 13.01 This Agreement shall be effective and binding upon the parties from the date hereof until the first day of March 2009. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force unless notice is given not sooner than ninety (90) days nor later than sixty (60) days prior to the termination of the original period of this Agreement, or of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days

after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect hereto there shall be no strike or stoppage of work.

ARTICLE XIV
Territorial Jurisdiction of Locals 42, 53, 110

Territorial Jurisdiction of Local 42:

The jurisdiction of Local 42 shall be from the Mississippi River going west on Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line – everything NORTH of the above named streets including the NORTH side of Arsenal, the EAST side of Ellendale, and the NORTH side of Manchester to the County Line; from the Mississippi River going west on Franklin Avenue to Dr. Martin Luther King Drive to St. Charles Rock Road to the Missouri River – everything SOUTH of the above named streets including the SOUTH side of Franklin, the SOUTH side of Dr. Martin Luther King Drive and the SOUTH side of St. Charles Rock Road to the Missouri River.

Territorial Jurisdiction of Local 53:

The jurisdiction of Local 53 shall be from the Mississippi River going west on Franklin Avenue to Dr. Martin Luther King Drive to St. Charles Rock Road to the Missouri River – everything NORTH of the above named streets including the NORTH side of Franklin, the NORTH side of Dr. Martin Luther King Drive and the NORTH side of St. Charles Rock Road to the Missouri River; bounded by the Missouri River on the WEST and the Mississippi River on the NORTH and EAST.

Territorial Jurisdiction of Local 110:

The jurisdiction of Local 110 shall be from the Mississippi River going west on Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line -- everything SOUTH of the above named streets including the SOUTH side of Arsenal, the WEST side of Ellendale and the SOUTH side of Manchester to the County Line; bounded by the Meramec River on the SOUTH and the County Line on the WEST.

ARTICLE XV
Pre-Bid Conference

Section 15.01 In areas where open shop work is predominant or nonunion contractors are known to be bidding, at the request of either party, the Association and the Union agree to hold a pre-bid conference prior to bidding. If the Union receives such request directly from an Employer, the Union shall notify the Association. The Union, at its sole discretion, may grant relief to the Employers if the Union feels relief is in the best interest of the parties. This issue shall not be arbitrable. All signatory contractors bidding on that same job shall be given the same relief.

Section 15.02 Composite Crew: When requested by the Employer, the Union shall meet and confer with other trades on composite crew work.

LETTER OF UNDERSTANDING

The Union and the Association agree that if any one basic trade (Carpenters District Council of Greater St. Louis, Cement Masons Local 527 or Operating Engineers Local 513) agree to a contract provision in their new contracts with the Associated General Contractors of St. Louis effective on or after May, 1989 relative to flexible hours of work clause or a composite crew arrangement, then such clause will be included in the contract between the Union and the Association.

Signed,

/s/ G. Thomas Harvill
Representing the Union

/s/ William L. Luth
Representing the Association

APPENDIX A

SUPPLEMENTAL JOB LABOR STANDARDS AGREEMENT

Project: _____

Location: _____

Date of Subcontract: _____

_____ (contractor) and

_____ (subcontractor)

hereby contract and agrees as follows:

1. That, in compliance with Section 1.05 of the collective bargaining agreement (the "Agreement") in effect between the contractor and the Eastern Missouri Laborers' District Council and its affiliated local unions (hereinafter referred to jointly as the "Union"), the subcontractor will on this project, as to all on-site construction work requiring laborers, pay to or provide for its employees performing such subcontracted work wages and fringe benefits in an aggregate dollar cost no less than the aggregate dollar cost of wages and fringe benefits which the contractor would be required to pay or provide under its Agreement with the Union, or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area so that the total labor cost of the subcontractor for this work is no less than the total labor cost of an Employer performing such work under such agreements with the Union.

2. For purposes of this subcontract agreement, the aggregate dollar cost of wages and fringe benefits which an Employer would be required to pay or provide under this or another agreement with the Union shall include any payments required by Sections 5.01, 5.02, 5.03, 5.04, 5.06, 5.07, 5.14 through 5.23, 5.28 through 5.38, 5.40, 5.41, 5.42D and 5.44 of the Union's contract with the contractor or similar provisions of such other agreement, provided that the subcontractor shall not be required to agree to be bound in any other respect to the provisions listed and referred to above.

3. The subcontractor will, on the Union's request, promptly furnish or make available to the Union copies of such payroll and other records as are necessary to verify the subcontractor's compliance with the foregoing Agreement regarding wages and fringe benefits and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractor's payroll records as necessary to verify compliance, the cost of such audit to be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error or clerical mistake.

4. The subcontractor shall be directly liable to the Union for any violation of this subcontract agreement and the Union may enforce its rights under this subcontract agreement directly against the subcontractor by a suit for appropriate equitable and monetary relief including interest, a reasonable attorney's fee and the costs of suit.

Dated this _____ day of _____, 19_____.

CONTRACTOR	SUBCONTRACTOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this first day of March 2004.

NEGOTIATING AGENTS

ASSOCIATED GENERAL CONTRACTORS
OF ST. LOUIS

By /s/ Leonard Toenjes
President

ABORERS' LOCAL UNIONS NOS. 42, 53, AND 110
FFILIATED WITH THE EASTERN MISSOURI
ABORERS' DISTRICT COUNCIL,
ABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

y /s/ Ernie Brown

Business Manager, EMLDC

FOR USE BY CONTRACTORS NOT

MEMBERS OF ASSOCIATED GENERAL

CONTRACTORS OF ST. LOUIS

"The undersigned hereby agrees with the Union to accept and be bound by all of the foregoing Agreement, and also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days nor more than ninety (90) days prior to any termination date." **TO BE SIGNED BY OWNER OR CORPORATE OFFICER.**

Company _____
(Print)

By _____
(Signature) (Title)

Address _____
(Print)

_____
(City) (State) (Zip Code)

Telephone _____
(Area Code)

Dated _____

Business Agent _____

Local Union No. _____

GENERAL LABORERS' RATES
COMMERCIAL BUILDING AND HEAVY/HIGHWAY WORK

		these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate					
Effective Date	Hourly Wage Rate	Vac. Fund Amt	Supp. Dues Amt	Pension	Welfare	Training and Appr.	CTAF	Pride Escrow	Total
March 3, 2004	$24.49	$1.00	*	$3.75	$3.60	$0.48	$0.15	$0.01	$32.47
March 2, 2005 (a)		$1.00	*				$0.15	$0.01	$33.57
March 1, 2006 (b)		$1.00	*				$0.17	$0.01	$34.69
March 7, 2007 (c)		$1.00	*				$0.17	$0.01	$35.79
March 5, 2008 (d)		$1.00	*				$0.17	$0.01	$36.89

* 2.75% of gross wages (taxable income).

(a) March 2, 2005 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 1, 2006 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 7, 2007 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(d) March 5, 2008 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

GENERAL LABORERS' RATES
TOTAL WRECKING

		these amounts INCLUDED in the *Hourly Wage Rate*		these amounts in ADDITION to the *Hourly Wage Rate*					
Effective Date	Hourly Wage Rate	Vac. Fund Amt	Supp. Dues Amt	Pension	Welfare	Training and Appr.	CTAF	Pride Escrow	Total
March 3, 2004	$24.38	$1.00	*	$3.75	$3.60	$0.48	$0.15	$0.01	$32.38
March 2, 2005 (a)		$1.00	*				$0.15	$0.01	$33.45
March 1, 2006 (b)		$1.00	*				$0.17	$0.01	$34.57
March 7, 2007 (c)		$1.00	*				$0.17	$0.01	$35.67
March 5, 2008 (d)		$1.00	*				$0.17	$0.01	$36.77

* 2.75% of gross wages (taxable income).

(a) March 2, 2005 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(b) March 1, 2006 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(c) March 7, 2007 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

(d) March 5, 2008 - $1.10 increase to be taken in wages and/or fringe benefits at Union's option.

GENERAL LABORERS' RATES
RESIDENTIAL WORK

		these amounts INCLUDED in the Hourly Wage Rate		these amounts in ADDITION to the Hourly Wage Rate					
Effective Date	Hourly Wage Rate	Vac. Fund Amt	Supp. Dues Amt	Pension	Welfare				Total
May 1, 2004	$18.67	$1.00	*	$3.05	$3.60				$26.32
May 1, 2005 (a)		$1.00	*						$26.32
May 1, 2006 (b)		$1.00	*						$27.32
May 1, 2007 (c)		$1.00	*						$28.32
May 1, 2008 (d)		$1.00	*						$29.32

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

(a) May 1, 2005 - $1.00 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 1, 2006 - $1.00 increase to be taken in wages and/or fringe benefits at Union's option.

(c) May 1, 2007 - $1.00 increase to be taken in wages and/or fringe benefits at Union's option.

(d) May 1, 2008 - $1.00 increase to be taken in wages and/or fringe benefits at Union's option.