

**LABORERS'**

**MAY 1  
2018**

**APRIL 30  
2021**

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**MODULAR BLOCK WALL CONTRACTORS**

**OF THE LANDSCAPING DIVISION  
OF  
SITE IMPROVEMENT ASSOCIATION**

**and**

**LABORERS' LOCALS 42, 110, 660 and 840**

**affiliated with**

**EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL**

**and**

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into by and between the **Modular Block Wall Contractors within the Landscaping Division of the SITE Improvement Association** for and in behalf of their members who have designated the Modular Block Wall Contractors within the Landscaping Division of SITE Improvement Association as their collective bargaining agent, hereafter referred to as the Employer and the **Eastern Missouri Laborers' District Council on behalf of its affiliate Locals, Laborers' Locals 42, 110, 660 and 840**, affiliated with the Laborers' International Union of North America, hereafter referred to as the Union.

### **ARTICLE I**

#### **Intent and Purpose**

The Employer and the Union each being desirous of promoting harmonious labor relations and being cognizant of mutual interests have executed this Agreement for the purpose of providing a means whereby problems may be adjusted and have formulated rules to govern the relationship between the Union and the Employer to promote efficiency and service to establish rates of pay, hours of work, and conditions of employment for employees covered by this Agreement.

### **ARTICLE II**

#### **Equal Employment Opportunity**

**Section 2.01** - Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, sexual preference or national origin.

**Section 2.02** - No employee shall be required as a condition of employment to use his/her personal vehicle in the performance of his/her duties.

**Section 2.03** - It is agreed that the Employer and the Union will comply with all the rules, regulations, and provisions of Executive Order No. 11246 established by the President of the United States of America on Equal Opportunity effective October 24, 1965.

### **ARTICLE III**

#### **Recognition**

**Section 3.01** - The Employer recognizes the Eastern Missouri Laborers' District Council as the sole and exclusive collective bargaining representative for all of its employees engaged in the preparation and installation of reinforced and gravity walls on all commercial, new residential and public work construction sites located within the City and County of St. Louis and in the Counties of St. Charles, Jefferson, Franklin and Warren in the State of Missouri. The preparation and installation of such work shall include but not be limited to the digging for footings, laying of materials, backfilling and compacting. Construction of sound walls and puzzle walls shall be performed under the SITE Improvement Association collective bargaining agreement.

**Section 3.02** - Members of the bargaining unit covered by this Agreement shall drive and operate all vehicles and equipment in connection with the work described in Section 3:01 hereof, including but not limited to, tractors, water pumps, hoses, tampers, rollers (self-propelled), fine grading equipment, skid steer loaders, mini-excavators with a gross operating weight of no greater

than 12,000 pounds, and all other equipment as it directly relates to the preparation and installation of such walls.

**Section 3.03** - The Employer shall not require or knowingly permit any persons other than those covered by this Agreement to perform any of the work covered by this Agreement.

**Section 3.04** - The Eastern Missouri Laborers' District Council shall uphold and maintain the Laborers' jurisdiction of work contained in Article III either directly or through Laborers' Locals Nos. 42, 53, 110, 660 and/or 840.

## **ARTICLE IV**

### **Union Security**

All employees covered by this Agreement, performing both new residential and commercial modular block wall jobsite work, as a condition of continued employment shall, commencing on the tenth (10<sup>th</sup>) day of work following the beginning of such employment or the effective date of this Agreement, whichever is later, and for the duration of this Agreement maintain membership in the Union or have a valid work permit issued by the Union. All members of the Union on the date of execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment.

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 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 persons. Further, the failure of any person to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

If the Union requests the discharge of any employee for non-compliance 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 employee in compliance with the request of the Union.

The Employer agrees to honor, upon presentation by the Union, all assignments for initiation fees, membership dues, re-admission fees, work permits and supplemental dues on all the Employer's work covered by this Agreement, which have been properly signed by an employee on a form furnished by the Union, to deduct the amount stated thereon from the wages earned by the employee and to pay the amount so deducted to the appropriate Fund office(s).

## **ARTICLE V**

### **Notification-Referral for Employment, Employment, Pre-Job Conference**

**Section 5.01** - Notification-Referral for Employment: The parties recognize that the Union's knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can be of assistance to the Employer in recruiting needed employees. For this reason, it is the mutual desire of the parties to establish a nonexclusive referral system whereunder the Union shall be given any opportunity to recommend job applicants as they are needed by the Employer, and thus be able to compete with other sources in the placement of employees. Union referrals shall be made in the following manner:

### **REFERRAL AREA OF LOCAL 42**

Referrals for work to be performed in St. Louis City and County, on the north side of Arsenal Street and the north side of Manchester to the Missouri River on the west and north and the Mississippi River on the east side, shall be made by Local 42.

### **REFERRAL AREA OF LOCAL 110**

Referrals for work to be performed in St. Louis City and County, 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 and everything south of the above named streets, including the south side of Arsenal and the south side of Manchester and all of Ellendale south of Arsenal and Manchester and bound on the south by the Meramec River west to the County Line, as well as all of the Missouri county of Jefferson, shall be made by Local 110.

### **REFERRAL AREA OF LOCAL 660**

Referrals for work to be performed in the Missouri counties of St. Charles and Warren shall be made by St. Charles Local 660.

### **REFERRAL AREA OF LOCAL 840**

Referrals for work to be performed in the Missouri county of Franklin shall be made by Local 840.

**Section 5.02** - The notification of needed employees shall specify the name of the contractor and location of the job in question, the probable duration of the job, the number of employees required, the probable length of employment, and the experience and qualifications desired to employees.

**Section 5.03** - The Employer shall notify the appropriate Local Union whenever employees are hired and when they have completed their probationary period, giving their names and addresses. Each employee will be issued a "Notification of Employment" dated, and signed by the employee, which will indicate he/she has 10 working days to comply with Article IV of this Agreement.

**Section 5.04** - The Employer retains the right to reject any job applicant referred by the Union.

**Section 5.05** - The number of employees to be employed is at the discretion of the Employer.

**Section 5.06** - The Union shall refer only persons who are available for employment.

**Section 5.07** - The Employer reserves the right of management at all times and may select, in the case of reduction or replacement of the working force, those employees it desires to retain, provided such retained employee is and remains in compliance with Article IV of this Agreement.

**Section 5.08** - The Union agrees to recommend the most competent available employee to the Employer on request, provided, however, that the Employer shall have the right to determine the competency and qualifications of its employees. The Employer shall not discriminate against any person by reason of his/her membership in the Union or his/her participation in its lawful activities.

**ARTICLE VI**  
**Job Labor Standards**

**Section 6.01** - 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 the 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/she may perform with his/her own employees or may subcontract to others.

Solely to protect wage levels of the employees covered hereunder, the Employer agrees that he/she will not subcontract modular block wall work requiring Laborers for work covered hereunder except to subcontractors who agree in writing to pay to, provide for, their employees so engaged, wages no less than those specified in this Agreement.

**ARTICLE VII**  
**Wages and Fringe Benefits**

**Section 7.01** - It is expressly agreed and understood that the wages, fringes and working rules of this Agreement shall apply only to work of the Employer as defined in Section 3.01 on all commercial, only new residential and all public work projects.

**Section 7.02 - Basic Hourly Rate:** It is agreed that the basic hourly wage rate of wages for employees in the unit, when the employees are engaged in modular block wall work as noted in Section 3.01.

Public Work Projects shall be paid in accordance to the State's Prevailing Wage Determination

|                               |        |              |
|-------------------------------|--------|--------------|
| Commercial & New Residential: | 5/7/18 | \$21.70/hour |
| Wage increases as follows:    | 5/6/19 | \$ .90/hour  |
|                               | 5/4/20 | \$ .90/hour  |

The Union shall have the alternative to convert any of the cents per hour wage increases provided for above from straight wages to additional cents per hour contributions to Welfare or Pension. If the Union desires to convert any of the wage increases to fringe benefits, it will serve written notice to the Employer at least sixty (60) days prior to the effective date of any annual wage increase.

**PUBLIC WORK** shall be defined as:

Work covered under either state or federal prevailing wage laws. It should be noted that under current law, the hourly wage shall include the fringe benefits as noted in the prevailing wage determination.

**COMMERCIAL WORK** shall be defined as work on:

Factories, warehouses, hotels, motels, churches, private schools, multiple unit rental housing projects of four stories or greater, office buildings, restaurants, shopping malls, gas stations, golf courses and any other commercial business.

**NEW RESIDENTIAL WORK** shall be defined as work on:

Spec homes, display homes, custom built homes and other work being performed for the home builder or developer on new residential developments. Note: Work on new custom built homes that are not part of new developments is not covered work.

**Section 7.03 - Pension:** Effective May 7, 2018, the Employer will contribute three dollars and forty cents (\$3.40) per hour for each actual hour worked by each employee covered by this Agreement except for the hours worked during the probationary period of ten (10) days of work as noted in Article IV, to the Construction Laborers' Pension Trust of Greater St. Louis. An Employer working on a publicly funded project covered by either the State or Federal prevailing wage law shall contribute the pension amount noted on the Prevailing Wage Order for such job into the Pension Fund.

**Section 7.04 - Welfare:** Effective May 7, 2018, the Employer will contribute eight dollars (\$8.00) per hour for each actual hour worked by each employee covered by this Agreement except for the hours worked during the probationary period of ten (10) days of work as noted in Article IV, to the Greater St. Louis Construction Laborers' Welfare Trust Fund.

**Section 7.05 - SITE Advancement Foundation (SAF):** - For the primary purpose of promoting residential, commercial and public construction, thus advancing work for the modular block wall industry, and for other purposes as determined by the Trustees of said Foundation, each signatory contractor shall contribute an amount equal to five cents (\$.05) per hour for each non-probationary employee covered by this Agreement. The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the foundation and the rules and regulations adopted thereunder.

**Section 7.06 - Supplemental Dues:** 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 1/2%) of gross taxable wages.

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

Reporting and payment of such sums so deducted will be made on forms furnished by the Union that name the county where the work was performed.

**Section 7.07 - 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 and by the Trust agreement creating the Site Advancement Fund, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust in instruments.

**Section 7.08 - Reporting and Delinquent Contributions:** Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers' Pension Trust of Greater St. Louis (hereinafter called "Pension"), SITE Advancement Fund (hereinafter called "Fund"), Laborers' International Union of North America Local Nos. 42-110 Supplemental Dues Fund (hereinafter called "Supplemental Dues"), shall be paid monthly, with each month's contribution covering work ending with the last payroll period in that month. Reporting shall be on forms furnished by Welfare, Pension, Fund, Supplemental Dues, and all forms shall be signed by a person authorized to sign for the reporting Employer. Employers who

have been making contributions shall, during the periods of inactivity, make monthly reports showing "no laborers" if no laborer worked during that month.

Contributions are due by the 15<sup>th</sup> 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 ten percent (10%) 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, Fund, Supplemental Dues 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.

**Section 7.09 - Audits and Suits to Collect Contributions:** The Employer agrees that Welfare, Pension, Fund, Supplemental Dues 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, Fund, Supplemental Dues 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, Fund, Supplemental Dues, 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 7.10 - Surety Bond and Insurance:** The Employer shall secure and maintain surety bond in the minimum amount of \$25,000.00 (twenty-five thousand dollars) 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.

**Section 7.11 - Enforcement of wage payment to be paid employees as stated in this Agreement and supplemental dues, initiations, monthly dues or fees to be withheld with proper authorization are items subject to arbitration.**



## **ARTICLE VIII**

### **Hours of Work and Working Rules**

**Section 8.01** - All employees of the unit are to be covered by Worker's Compensation and Unemployment Insurance. The Employer agrees to furnish satisfactory proof to the Union with respect to the Insurance coverage of its employees.

**Section 8.02 - Steward:** The steward, selected by the business representative, shall be selected from the employees of the Employer on the job. The Employer shall neither be required to hire an additional employee nor to replace an employee 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 shall remain on the job as long as there is work of his/her class which he/she 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/she 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, not 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 an accident while at work, the steward shall see that he/she is properly cared for and the Employer shall pay the steward for his/her 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 services.

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/she so desires and is capable of performing the work.

Appointment as steward shall in no way relieve the employee of his/her 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/her name, address and telephone number. The steward shall also be allowed to request to see the employee's union card and ask him/her 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.

**Section 8.03 - Voting Time for Employees:** R.S. 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/herself from any

services or employment in which he/she is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing of the polls for the purposes 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/she votes, shall not, because of so absenting himself/herself, be liable to any penalty, nor shall any deduction be made on account of such absence from his/her 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 and three (3) hours between the time of opening and the time of closing the polls during which such employee may absent himself/herself as aforesaid.

**Section 8.04 - Payday:** The Employer shall pay every Friday on the job, when employees are working on the job, in currency or by payroll check, for work performed the prior work week. In the event of bad weather on Friday, checks will be on the job no later than 12:00 noon the following workday unless unavoidably delayed.

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

**Section 8.05 - Show up:** An employee shall receive no less than one (1) hour's pay at straight time for the following:

- A. When employed on a job and upon reporting for work the following morning, the employee is notified there is no work to be done;
- B. When ordered out and upon reporting on the job, or work, at the time as ordered and not put to work;
- C. When employee starts the day and is stopped or laid off before working at least one (1) hour;

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 condition, 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/she shall be paid for the work. When laborers report to the yard solely for transportation, their time shall start at the regular starting time at the jobsite.

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 8.06 - Water:** The Employer shall make available and furnish to employees fresh water on the job sites at all times, and during the summer months iced water shall be provided to the employees.

**Section 8.07 - Duly authorized Union representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or employees and shall in no way hinder the progress of the work.**

Said Union Representative shall inform a 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 8.08 - Holiday Pay, Work Hours:** The regular work day shall begin at 8:00 a.m. However, the starting time of an employee may be advanced or delayed at the discretion of the Employer. All employees are expected to report for work each morning and each afternoon following their lunch period unless notified before quitting time or before the lunch period not to do so. When an employee starts to work and stops due to inclement weather, he/she shall be paid for actual hours worked.

When an employee is discharged for other than lack of work, he/she shall be paid in full at the time of discharge. When an employee quits, he/she shall wait until the next regular pay period for his/her check. When an employee is laid off because of lack of work, the Employer may mail the employee's check without penalty, provided it is postmarked no later than the next regular payday following the layoff. The Employer shall pay the employee two (2) hours at the straight time rate per day of delay up to a maximum of ten (10) hours. Employee must notify the Union and the Employer within five (5) days after his/her layoff that he/she has not been paid or the penalty for late payment will stop.

**Section 8.09 - Overtime:** In this contract all work over forty (40) hours during the work week shall be paid at time and one-half the hourly rate.

Work performed on Saturday shall be paid at time and one-half the hourly rate. However, on residential work only, Saturday may be worked as a make-up day, paid at the straight time rate, if any day during the regular work week was missed due to inclement weather or conditions beyond the control of the employer. Work performed on Sunday and Holidays shall be paid at double the hourly rate. All overtime shall be computed at one-half hour increments.

**Section 8.10 - Holidays:** The following days, or the days observed as such, shall be recognized as legal holidays:

New Year's Day  
Decoration Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday.

**Section 8.11 - Lunchtime:** Lunch shall begin between the fourth and sixth hour after starting time on the job. Where possible, employees shall arrange to eat alternately to permit work to proceed continuously, but this is not to be construed to deprive an employee of mealtime privilege.

## ARTICLE IX

### Grievance Procedure and Arbitration

**Section 9.01 -** There shall be no strikes, lockouts, slowdowns or other interruption of work during the term of this Agreement.

**Section 9.02** - In the event a dispute arises as to the meaning, application of intent of this Agreement, the Employer and the Union shall make an earnest effort to resolve any such dispute promptly through meetings and discussions between their properly authorized representatives.

**Section 9.03** - In the event that any such dispute is not resolved in the manner provided in Section 9:02 hereof, the matter shall upon request by either party, be submitted to final and binding arbitration by an arbitrator selected by the Employer and the Union.

**Section 9.04** - In the Event that the Union and the Employer are unable to agree upon an impartial arbitrator, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) names from which the Union and the Company shall select an arbitrator by alternately striking names until one name remains. The parties shall flip a coin to determine who strikes the first name.

**Section 9.05** - The fees and expenses of the arbitrator shall be paid equally by the Employer and the Union. The arbitrator shall not be authorized to add to, detract, modify, or amend this Agreement.

**Section 9.06** - 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 X**

### **Picket Lines**

**Section 10.01** - It shall not constitute a breach of this Agreement nor be cause for discipline for any employee covered hereunder to refuse to cross any primary picket line and/or refuse to work behind such a primary picket line.

**Section 10.02** - The Union shall not be held liable for violation of this provision by any of its members.

## **ARTICLE XI**

### **Favored Nations Clause**

The Union agrees that if, at any time during the term of this Agreement (hereafter referred to as Agreement #1), it should enter into another Agreement (hereafter referred to as Agreement #2) with any other person, firm or corporation employing laborers on like work within the territorial boundaries of this Agreement containing provisions which differ from those herein set forth, then such more favorable provisions will be made immediately available to the Employers signatory to this Agreement.


**ARTICLE XII**  
**Term of Agreement**

This Agreement shall be in effect May 1, 2018 and shall remain in effect for a three (3) year period ending April 30, 2021 and shall be automatically renewed from year to year unless opened by either party hereto for changes, modifications, amendments, renewal or termination by a notice to the other party not less than sixty (60) days nor more than ninety (90) days prior to the expiration date.

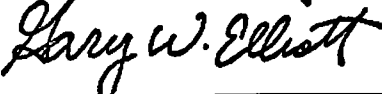
IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 8<sup>th</sup> day of May 2018.

NEGOTIATING AGENTS

THE MODULAR BLOCK WALL  
CONTRACTORS OF THE LANDSCAPING  
DIVISION OF SITE IMPROVEMENT  
ASSOCIATION

  
\_\_\_\_\_  
Jeremy Bennett,  
representing the Modular Block Wall  
Contractors of the Landscaping Division  
of SITE Improvement Association

LABORERS' LOCALS NOS. 42,  
110, 660, 840 AND THE EASTERN  
MISSOURI LABORERS' DISTRICT  
COUNCIL

  
\_\_\_\_\_  
Gary W. Elliott, Business Manager  
Eastern Missouri Laborers  
District Council


**LETTER OF UNDERSTANDING**

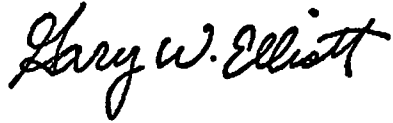
The following information accurately reflects the fees and dues established by the Union and Contractor agrees to withhold such amounts from the employees' wages upon receiving physically an authorization card signed by the employee providing for such deduction, and to render these deductions to the appropriate Local Union.

|                | <u>Initiation<br/>Fee</u> | <u>Monthly<br/>Dues</u> | <u>Supplemental<br/>Dues</u>    |
|----------------|---------------------------|-------------------------|---------------------------------|
| Regular Worker | \$500.00                  | per Local Union         | 2 ½% of Gross<br>Taxable Income |

All employees shall receive and must sign an authorization form, to be effective in accordance with law, to deduct initiation fees, membership dues, readmission fees, work permits, and supplemental dues check-off. The Employer shall inform the Union when a worker has completed his/her probationary period or leaves the employment of the contractor.

AGREED TO BY:

  
Jeremy Bennett, representing the  
Modular Block Wall Contractors  
of the Landscaping Division of  
SITE Improvement Association

  
\_\_\_\_\_  
Gary W. Elliott, Business Manager  
Eastern Missouri Laborers  
District Council

**(FOR USE BY CONTRACTORS WHO HAVE NOT  
GIVEN THEIR BARGAINING RIGHTS TO THE  
LANDSCAPING DIVISION OF SITE IMPROVEMENT ASSOCIATION.)**

"The undersigned company hereby agrees to and is bound by the 2018-2021 Collective Bargaining Agreement, effective May 1, 2018, between the **Modular Block Wall Contractors within the Landscaping Division of the SITE Improvement Association** and the **Eastern Missouri Laborers' District Council** and its affiliated **Local Unions Nos. 42, 110, 660, and 840**, and also agrees to be bound by all subsequent agreements, 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. The undersigned understands that no Union business representative, officer or agent has any authority to enter into any oral modification of the terms of this Agreement or of the Agreement's coverage or scope, and any such Agreements are of no legal force or effect."

I hereby acknowledge that I have received a copy of this Agreement.

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

**EMPLOYER:**  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL**  
3450 Hollenberg Drive  
Bridgeton, MO 63044  
Phone: (314) 739-7270

LOCAL # \_\_\_\_\_

TELEPHONE \_\_\_\_\_

BY \_\_\_\_\_

FAX \_\_\_\_\_

TITLE \_\_\_\_\_

**TO BE SIGNED BY OWNER OR CORPORATE OFFICER**

BY \_\_\_\_\_  
(Print Name)

TITLE \_\_\_\_\_

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

**MODULAR BLOCK WALL WORK  
LABORERS' RATES  
COMMERCIAL & NEW RESIDENTIAL**

| Effective Date  | Hourly Wage Rate | this amount INCLUDED in the Hourly Wage Rate |         | these amounts in ADDITION to the Hourly Wage Rate |        |         |
|-----------------|------------------|--|---------|---|--------|---------|
|                 |                  | Supplemental Dues                            | Pension | Welfare   | SAF    | Total   |
| May 7, 2018     | \$21.70          | *  | \$3.40  | \$8.00  | \$0.05 | \$33.10 |
| May 6, 2019 (a) |                  | *  |         |   |        | \$34.00 |
| May 4, 2020 (b) |                  | *  |         |   |        | \$34.90 |

\*2.5% of gross wages (taxable income).

(a) May 6, 2019 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

(b) May 4, 2020 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.