

Laborers

May 1 April 30
2016 2021

Collective Bargaining AGREEMENT

Between
**Seed/Sod & Nursery Contractors of the
Landscaping Division**
of
SITE Improvement Association
and
Laborers' Local 110
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 Seed/Sod & Nursery Contractors of the Landscaping Division of the SITE Improvement Association for and in behalf of their members who have designated the Landscaping Contractors of the Landscaping Division of SITE Improvement Association as their collective bargaining agent, hereafter referred to as the Employer and Laborers' Local 110 affiliated with the Eastern Missouri Laborers' District Council and 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 Laborers' Local 110 as the sole and exclusive collective bargaining representative for all of its employees engaged in the performance of general laborers' landscaping work on all new 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 including but not limited to rolling, watering, cutting, lay of sod, landscaping, seeding, planting of trees and shrubs, leveling, finish grading, tree trimming, drain tile for landscaping purposes, siltation fencing/ditch checking as it directly relates to landscaping, and all general labor work in the furtherance of the Employer's business. Patio blocks, brick patios or any other materials used by the landscape contractors for the purpose of landscaping is exclusively laborers' work under this Agreement. All railroad ties for work performed in conjunction with retaining walls is exclusively landscape laborers' work under this Agreement. Installation of irrigation systems will be covered in the addendum. Modular block wall construction shall not be covered under this 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 performance of the work described in Section 3:01 hereof, including but not limited to hydro-seeders, tractors, water pumps, hoses, tampers, rollers, fine grading equipment and all other equipment relating to Landscape, Nursery, Sod, Tree Trimming and Seeding work.

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.

ARTICLE IV
Union Security

All employees covered by this Agreement, performing both new residential and commercial landscaping jobsite work, as a condition of continued employment shall, commencing on the tenth (10th) 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 respective LABORERS' Local Union No. 110.

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.

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 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 landscaping 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 Working Rules

Section 7:01: It is expressly agreed and understood that the wages and working rules of this Agreement shall apply only to work of the Employer known as jobsite landscaping work on new commercial, new residential and 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 landscaping work as noted in Section 7:01:

PUBLIC WORK PROJECTS: As determined by the State's Prevailing Wage Decision for that project.

New Commercial Work Only:

<u>Regular Worker:</u>	Effective 5/2/2016	\$20.05/hour
	Effective 5/1/2017	\$0.55/hour increase
	Effective 5/7/2018	\$0.55/hour increase
	Effective 5/6/2019	\$0.55/hour increase
	Effective 5/4/2020	\$0.55/hour increase

New Residential Work Only:

<u>Regular Worker:</u>	Effective 5/2/2016	\$15.30/hour
	Effective 5/1/2017	\$0.55/hour increase
	Effective 5/7/2018	\$0.55/hour increase
	Effective 5/6/2019	\$0.55/hour increase
	Effective 5/4/2020	\$0.55/hour increase

Seasonal Worker When Working on New Residential & New Commercial Work:

Effective 5/2/2016	\$12.65/hour
Effective 5/1/2017	\$0.90/hour increase
Effective 5/7/2018	\$0.95/hour increase
Effective 5/6/2019	\$0.00/hour increase
Effective 5/4/2020	\$0.00/hour increase

In the case of a duly authorized H2B worker functioning as a Seasonal Worker, the wage paid shall be either that as set forth in this Agreement or that determined/required by applicable Law pertaining to the H2B Program, whichever is greater.

An Employer may employ no more than four seasonal workers for every regular worker such contractor employs. This ratio shall be based on the Employer's total work force, not a jobsite specific workforce.

Wages paid to the employees performing the installation and removal of silt fences and straw bales, on new commercial or new residential construction, in connection with protection of landscaping work/products is covered by, and shall be compensated, under the terms of this Agreement. Except as stated above, wages paid to the employees performing the installation and removal of silt fences and straw bales, on new commercial or new residential construction, shall be the equivalent of the wages and fringes in the current SITE Agreement with Local Unions 42, 110, 660, and 840. The Employer may have the option to pay their currently or previously employed Regular Worker, the welfare and pension contribution as determined in the those SITE Agreements to wages, except that the training and apprentice contribution, SAF, and supplemental dues shall be reported and paid in accordance with

the applicable SITE Agreement. All other employees shall have the complete benefit package reported and paid in accordance with the applicable SITE Agreement with Union Locals 42, 110, 660 and 840.

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.

RESIDENTIAL WORK shall be defined as work on:

Spec homes, display homes and other work being performed for the home builder or residential developer.

Section 7:03: 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 percent (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.

Section 7:04: 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.

Section 7:05: 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 7:06: 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 7:07: 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 7:08: 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 7:09: 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 7:10: 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 7:11: 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 7:12: 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 7:13: 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 Sunday and Holidays shall be paid at double the hourly rate. All overtime shall be computed at one-half hour increments.

Section 7:14: 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 7:15: 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 VIII
Grievance Procedure and Arbitration

Section 8:01: There shall be no strikes, lockouts, slowdowns or other interruption of work during the term of this Agreement.

Section 8:02: 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 8:03: In the event that any such dispute is not resolved in the manner provided in Section 8:02 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 8:04: 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 8:05: 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.

ARTICLE IX Picket Lines

Section 9:01: 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 9:02: The Union shall not be held liable for violation of this provision by any of its members.

ARTICLE X
SITE Advancement Foundation (SAF)

For the primary purpose of promoting residential, commercial and public construction, thus advancing work for the landscaping industry, and for other purposes as determined by the Trustees of said Foundation, each signatory contractor shall contribute an amount determined by the seed/sod and nursery contractors of the Landscaping Division of SITE Improvement Association. 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.

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, 2016 and shall remain in effect for five (5) years ending April 30, 2021 and shall be automatically renewed from year to year unless opened by either party

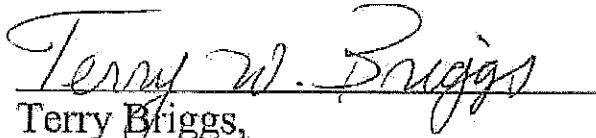
hereto for changes, modifications, amendments, renewal or termination by a notice to the other party not less than sixty (60) days nor more than ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 1st day of May, 2016.

NEGOTIATING AGENTS

THE SEED/SOD & NURSERY
CONTRACTORS OF THE LANDSCAPING
DIVISION OF SITE IMPROVEMENT
ASSOCIATION

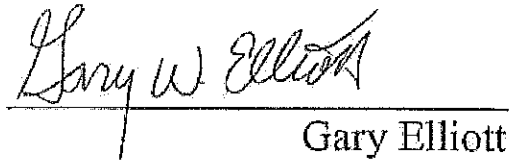
LABORERS' LOCAL 110



Terry Briggs,
representing the Seed/Sod & Nursery
Contractors of the Landscaping Division
of SITE Improvement Association



Don Willey
~~President~~
BUS. Mgr. 110



Gary 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 Laborers' Local 110.

Regular Worker	Initiation Fee \$500.00	Monthly Dues \$30.00	Supplemental Dues 2% of Gross Taxable Income
Seasonal Worker	Permit Fee \$70.00	Monthly Work Permit \$20.00	Supplemental Dues 2% of Gross Taxable Income

Any employer who is not currently signatory to the Seed-Sod & Nursery Agreement, shall employ and register no less than two regular workers before employing and registering any seasonal workers. Once registration is complete and appropriate fees are paid, the ratio for employing seasonal workers as noted within section 7.02 shall apply.

A seasonal worker will be allowed to register once each calendar year.

A Regular Worker shall be defined as a worker who performs landscaping work (as defined by the **2016-2021** Landscaping Agreement) in greater than 192 days within the calendar year.

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

AGREED TO BY:

Terry W. Briggs

Terry Briggs, representing the
Seed/Sod & Nursery
Contractors of the Landscaping Division of
SITE Improvement Association

Don Willey

Don Willey, President
Laborers' Local 110

Pres. Mgr

Gary W. Elliott

Gary 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 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 extension 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 the expiration date. TO BE SIGNED BY OWNER OR CORPORATE OFFICER.

Company _____
(Print)

Address _____
(Print)

(City) (State) (Zip)

By _____
(Sign) (Title)

Telephone _____
(Area Code) (Number)

Dated _____

Business Representative _____
LABORERS' LOCAL 110