

**LABORERS**  
JUNE 1                      MAY 31  
**2020 - 2025**

**RESIDENTIAL, COMMERCIAL  
AND PUBLIC WORKS**

**AGREEMENT**

**Between**

**BITUMINOUS PAVING CONTRACTORS  
OF GREATER ST. LOUIS  
PAVING CONTRACTORS ASSOCIATION**

**and**

**LOCALS NO. 42, 110 AND 840**

**affiliated with**

**MISSOURI and KANSAS LABORERS'  
DISTRICT COUNCIL**

**and**

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

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## **AGREEMENT**

This Agreement, made and entered into, effective the first day of June, 2017, by and between the Bituminous Paving Contractors of Greater St. Louis Paving Contractors Association, 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, 110, and 840, and the Missouri and Kansas Laborers' District Council, affiliated with the Laborers' International Union of North America., hereinafter referred to as the Union.

This agreement shall be known as the Asphalt Paving Agreement and covers residential, commercial and public works asphalt paving projects except work contracted with the Missouri Highway and Transportation Department and municipal road work of five thousand (5,000) tons or greater.

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:

### **ARTICLE 1 Recognition - Right to Hire Job Labor Standards Substance Abuse**

**Section 1.01. Recognition-Right to Hire:** The Employer shall have the right to employ any qualified persons it desires including but not limited to those offered by the Union as employees, and to discharge any employee for cause; provided however, that the Employer, in the matter of hiring and firing shall not discriminate in any way against members of the Union, nor against any employee or applicant for employment for his/her union sympathies, beliefs, or activities or 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

The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of qualified workers. In recognition of this service, and in order to maintain its efficiency, the Employer may endeavor to use the Union to secure qualified employees.

**Section 1.02.** 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 an employee shall perform. There shall be no restrictions as to the use of machinery, tools or appliances.

**Section 1.03. 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/she may perform with his/her own employees or may subcontract to others.

Solely to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that he/she will not subcontract asphalt paving work requiring laborers for work covered hereunder except to subcontractors who agree in writing to pay to, provide for,

their employees so engaged, wages and fringe benefits no less than those specified in this Agreement including (a) straight time hourly wage rates, (b) premium rates, (c) overtime rates, and (d) welfare and pension contributions.

**Section 1.04. Substance Abuse:** The Employer may require employees to submit to testing for alcohol and/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 this 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 2 Area Limit**

**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, Franklin and Jefferson Counties 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 Missouri and Kansas Laborers' District Council and other Employers covering construction work in the territorial jurisdiction of the Council, other than St. Louis and St. Louis County, Franklin and Jefferson Counties, Missouri, provided they accept and sign such agreements.

## **ARTICLE 3 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 4 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 5 Wages - Working Rules**

**Section 5.01.** 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 asphalt paving work.

**Section 5.02. Basic Hourly Rate:** Effective June 5, 2020, it is agreed that the basic hourly rate of wages for all employment of all employees in the unit, when employees are engaged in asphalt paving work shall be:

### **For St. Louis City, St. Louis County and Jefferson County:**

Residential, Small Commercial & Maintenance Work	\$ 23.96
Large Commercial Work	\$29.54

#### **Public Work Projects**

On Public Work Projects if a prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the rate published or the total rate for Large Commercial Work established by this agreement, whichever is greater. If a published prevailing wage rate is to be utilized the basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

On Public Work Projects if no prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the total rate for Large Commercial established by this agreement. The basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

**Residential, Small Commercial & Maintenance Work:**

- (a) June 7, 2021 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.
- (b) June 6, 2022 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.
- (c) June 5, 2023 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.
- (d) June 3, 2024 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

**Large Commercial Work:**

- (a) June 7, 2021 - \$1.20 increase to be taken in wages and/or fringe benefits at Union's option.
- (b) June 6, 2022 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.
- (c) June 5, 2023 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.
- (d) June 3, 2024 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.

**For Franklin County:**

Residential, Small Commercial & Maintenance Work	\$24.96
Large Commercial Work	\$30.54
Public Work Projects	

On Public Work Projects if a prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the rate published or the total rate for Large Commercial Work established by this agreement, whichever is greater. If a published prevailing wage rate is to be utilized the basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

On Public Work Projects if no prevailing wage rate is determined and required to be paid then the total rate to be paid on such Public Work Projects shall be the total rate for Large Commercial established by this agreement. The basic rate will be determined by subtracting the current amounts allocated to Fringe Benefits paid pursuant to this agreement.

**Residential, Small Commercial & Maintenance Work:**

- (a) June 7, 2021 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.
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- (c) June 5, 2023 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.
- (d) June 3, 2024 - \$.90 increase to be taken in wages and/or fringe benefits at Union's option.

**Large Commercial Work:**

- (a) June 7, 2021 - \$1.20 increase to be taken in wages and/or fringe benefits at Union's option.
- (b) June 6, 2022 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.
- (c) June 5, 2023 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.
- (d) June 3, 2024 - \$1.15 increase to be taken in wages and/or fringe benefits at Union's option.

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, LECET or Vacation. If any such 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.

**Definitions:**

Residential work shall include the building or construction of housing designed for occupancy as single-family residences. Such residences may be two or more units on adjoining lots, or on lots designed and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, group of dwellings or row housing.

Small commercial work shall include such projects as fast food restaurants, service stations, medical centers comprised of doctors' office, strip store centers of four (4) units or less which do not include supermarket(s) or large retail stores, etc.

Large commercial work shall include such projects as shopping malls or plaza, hotels, large corporate offices, etc.

Maintenance work shall be defined as work on an existing roadway, parking area or hard surface such as rock, asphalt, concrete, seal coat, etc. This work shall include paving and overlay, remove and replace, patching, and repair and reconstruction. If a project has both maintenance and new construction work, and if 50% or more of the square yards is maintenance, then the work shall be called maintenance work. However, if 50% or more of the square yards is new construction work, then it will be classified as new construction and will be worked either as small commercial or large commercial work depending upon the size of the project.

"Public Work Project" are construction projects, such as roads, highways, bridges, dams, schools and buildings that are built and paid for in whole or part by a governmental entity for the benefit and or use of the general public.

**Section 5.03A. Welfare – St. Louis City, St. Louis County, and Jefferson County :** In addition to the per hour wage rates, the Employer will contribute (specific amounts will be noted 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 5.03B. Welfare – Franklin County:** In addition to the per hour wage rates, the Employer will contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by each employee covered by this Agreement to the Construction Industry Laborers' Welfare Fund.

**Section 5.04A. Pension – St. Louis City, St. Louis County, and Jefferson County:** 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 will be noted 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 5.04B. Pension – Franklin County:** In addition to the per hour wage rates and the contributions to the Construction Industry Laborers' Welfare Fund, the Employer shall

contribute (specific amounts will be noted on wage schedules) to the Construction Industry Laborers' Pension Fund, for each actual hour worked by employees covered under this agreement and who have attained membership in the Laborers' Union.

**Section 5.05. Supplemental Dues:** The Employer shall deduct and withhold from wages of all employees covered by this Agreement, supplemental dues in an amount equal to three and one-half percent (3½ %) of the gross wage (straight time and overtime).

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/her 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 5.06. LECET:** The Employer who accepts and signs this Agreement also agrees that the Trust Agreement of the Eastern Missouri Laborers' District Council Laborers-Employer Cooperation and Education Trust is a part of this Agreement and agree to be bound by its terms and conditions and will become parties to participate in the Trust.

The Employer agrees to contribute thirty-four cents (\$.34) for each actual hour worked by employees covered under this agreement to the Missouri and Kansas Laborers' District Council Laborers-Employer Cooperation and Education Trust.

**Section 5.07. 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 Agreement and Declaration of Trust creating the Construction Industry Laborers' Welfare Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, by the Trust Indenture creating the Construction Industry Laborers' Pension Fund, by the Declaration of Trust creating the Laborers-Employers Cooperation and Education Trust, 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 instruments.

**Section 5.08. Reporting and Delinquent Contributions:** Contributions to Greater St. Louis Construction Laborers Welfare Fund (hereinafter called "Welfare"), Construction Industry Laborers' Welfare Fund (hereinafter called "Welfare"), Construction Laborers Pension Trust of Greater St. Louis (hereinafter called "Pension"), Construction Industry Laborers' Pension Fund (hereinafter called "Pension"), and SITE Advancement Fund (hereinafter called "Fund"), Laborers' International Union of North America AFL-CIO Local Nos. 42-110 Supplemental Dues Fund (hereinafter called "Supplemental Dues"), and Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereinafter called "LECET"), 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 LECET, and all forms shall be signed by a person authorized to sign for the reporting Employer. Employers who have been making contributions shall, during periods of inactivity, make 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 provisions in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, Pension, Fund, Supplemental Dues 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.

**Section 5.09. Audits and Suits to Collect Contributions:** The Employer agrees that Welfare, Pension, Fund, Supplemental Dues and LECET Funds, 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, 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, Fund, Supplemental Dues, 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 per annum 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 the 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 5.10. SITE Advancement Fund:** In addition to the per hour wage rate, the Employer will contribute seventeen cents (\$.17) per hour for each actual hour worked by each employee covered by this Agreement to the SITE Advancement Fund.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Fund.

Primary purpose of the Fund, 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.

**Section 5.11. Surety Bond and Insurance:** The Employer shall secure and maintain surety bond or letter of credit or use a CD as collateral to guarantee payment of all fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond or letter of credit or CD in such amount. The number of laborers in the employment of the Employer shall determine the amount of the surety bond or the letter of credit or CD required as follows:

- 1 to 5 laborers = \$20,000
- 6 to 10 laborers = \$30,000
- 11 to 20 laborers = \$40,000

Over 20 laborers = \$50,000

Should the Employer, at any time, be unable to fulfill this obligation as provided above, the Union shall require such Employer to pay all 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.

**Section 5.12. 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/her compliance with such provisions of this Section.

**Section 5.13. Hours of Work:** The regular workday 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 work due to inclement weather, he/she shall be paid for actual hours worked. However, in no event shall the employee receive less than one (1) hour. If an employee starts to work in the afternoon and stops work, for any reason, the employee shall be paid for actual hours worked.

For emergency work in the public interest, i.e., snow removal, starting time will begin when employee starts to work. The contractual overtime rate shall be paid for all hours worked between midnight Saturday and midnight Sunday, or from midnight to midnight on Holidays, with a guarantee of two (2) hours show-up, and four (4) hours if employee begins work.

When an employee is discharged for other than lack of work, he/she shall be paid in full at 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.

**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 hours a day or forty 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.

If the Employer has opted to work the ten (10) hour days, the following provision shall apply: If employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours work unless stopped due to weather or other reasons as stated in Section 5.28. If they begin work in the afternoon and work for less than five (5) hours, they shall

also be paid for five (5) hours work unless stopped due to weather or other reasons stated in Section 5.28.

If, after starting work, the Employer elects not to continue due to rain, snow or sleet falling, employees shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

If a crew of another trade of the Employer working on such job is receiving overtime pay, then Laborer will receive applicable overtime pay.

**Section 5.14. The regular workweek** shall consist of six (6) days, Monday through Saturday.

**Section 5.15. 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.

In the event an employee has completed his/her regular shift and left the site of the work and is called back to perform the work, such employee shall be paid a minimum of two (2) hours.

**Section 5.16. 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, Day after Thanksgiving Day and Christmas Day. No work shall be done on these days except in emergency.

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

**Section 5.17. Mealtime:** Lunch shall begin between the fourth and sixth hours after starting time on the job. 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.

**Section 5.18. 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/herself from any services or employment in which he 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 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/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/she 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/herself 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 5.19. Payday:** Pay week shall end on Saturday with payday on the following Friday. Employees shall be paid before quitting time every Friday night but no later than 4:30 p.m. for work performed during the prior workweek. All wages shall be payable by the Employer in the United States currency or in negotiable checks.

The Employer shall comply with the Federal laws by furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.

Any Employer who fails to have sufficient funds in the bank to meet all paychecks issued to employees shall be liable also for the cost of collecting the amount due, and the defaulting Employer is to be deprived of the right to pay by check.

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 5.20. Show Up:** An employee shall receive no less than one (1) hour pay at straight time:

- (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 ordered, and not put to work,
- (c) Or 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 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 5.21. Transferring:** When employees are transferred from one job location to another during the regular workday they must be paid for such time.

**Section 5.22. Safety Provisions:**

- (a) 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.
- (b) 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.
- (c) 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 American Red Cross or equivalent, and to insure that such information and educational material are made available to employees on the job site.

- (d) On any job where there is a serious accident, if it results from unsafe conditions, those conditions shall be corrected before work is resumed in the unsafe area.
- (e) 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, ambulance, hospital, doctors, etc.) where professional help when needed may be immediately obtained.
- (f) Employees shall familiarize themselves with safety policies of the Employer and agrees to adhere to such policies.

**Section 5.23. Supplies Furnished:** The Employer shall furnish all tools, raincoats, rainhats, 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 5.24. Visiting Jobs:** Duly authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the LABORERS, but shall in no way hinder the progress of the work.

**Section 5.25. 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 5.26. 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/her 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. The Employers are at liberty to employ and discharge for just cause, whomsoever they see fit.

**Section 5.27. Limitation or 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.

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 the Employer shall have the right to terminate Agreement #1 and enter into Agreement #2 with the Union.

**Section 5.28 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 5.29 OSHA 10:** In order to promote a safer working environment, each employee covered by this Agreement, as a condition of employment on and after June 1, 2012 shall have completed the OSHA 10-hour construction and safety and health training course thirty (30) days after commencement of employment, provided that the employee had reasonable opportunity to do so at the Union's expense. A new hire may satisfy this requirement by applying to register in the Apprentice Program within the thirty (30) day period, and completing the OSHA 10-hour course when offered in the Program. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

**Section 5.30 Laborers' Political League:** The Employer agrees to deduct and transmit to the Laborers' Political League (LPL) five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

The Employer shall retain 2% of the gross proceeds from the check-off as reimbursement for the Employer's costs in administering this check-off.

It is specifically understood that no contribution 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 Laborers' Political League. The Union is responsible for providing these completed authorization forms to the Employer.

The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Laborers' Political League contributions.

## **ARTICLE 6**

### **Grievance Procedure and Arbitration**

**Section 6.01.** All grievances, disputes or claims (hereinafter called "grievance") except jurisdictional disputes, which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

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

**Step Two:** Any grievance not resolved at step one shall be reduced to writing. The Employer and the Union's Business Representative shall meet within five (5) days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Employer or his representative within five (5) working days thereafter.

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

**Section 6.02.** The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expense of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be shared equally by the Employer and the Union. The Union and the Employer will pay for their respective arbitration representatives.

**Section 6.03.** In cases where the arbitrator finds that an employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

**Section 6.04.** If either the Employer or the Union, after any dispute has been settled or finally decided by arbitration, refuses to abide by or comply with such settlement or final decision of arbitration, then in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such settlement, or for the Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

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/her individual grievance as provided for and guaranteed by the Labor Management Relations Act of 1947.

**ARTICLE 7  
No Strike Lockout**

**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 8  
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.

**ARTICLE 9  
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 Bituminous Paving Contractors of Greater St. Louis Paving Contractors, copies of all jurisdictional agreements and details of verbal understandings with other unions.

**Section 9.03.** There shall be no stoppage of work because of a jurisdictional dispute. The employees shall perform all jobs as directed by the Employer, regardless of craft jurisdiction. The Employer shall not require any employee to perform work that the employee is not capable of performing. Any dispute involving this matter shall be resolved between the Union and the Employer.

**ARTICLE 10  
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 Agents, (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 11 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.

**Section 11.02.** Should any provision of this contract be contrary to, or in violation of, any applicable existing or future law, then such provisions 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 12 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 13 Effective Dates**

**Section 13.01.** This Agreement shall be effective and binding upon the parties from the date hereof, June 1, 2020, until the thirty-first (31st) day of May 2025. 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 14**  
**Pre-Bid Conference**

**Section 14.01.** 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. 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.

**ARTICLE 15**  
**Territorial Jurisdiction**  
**of Locals 42, 110, and 840**

**Territorial Jurisdiction of Local 42:**

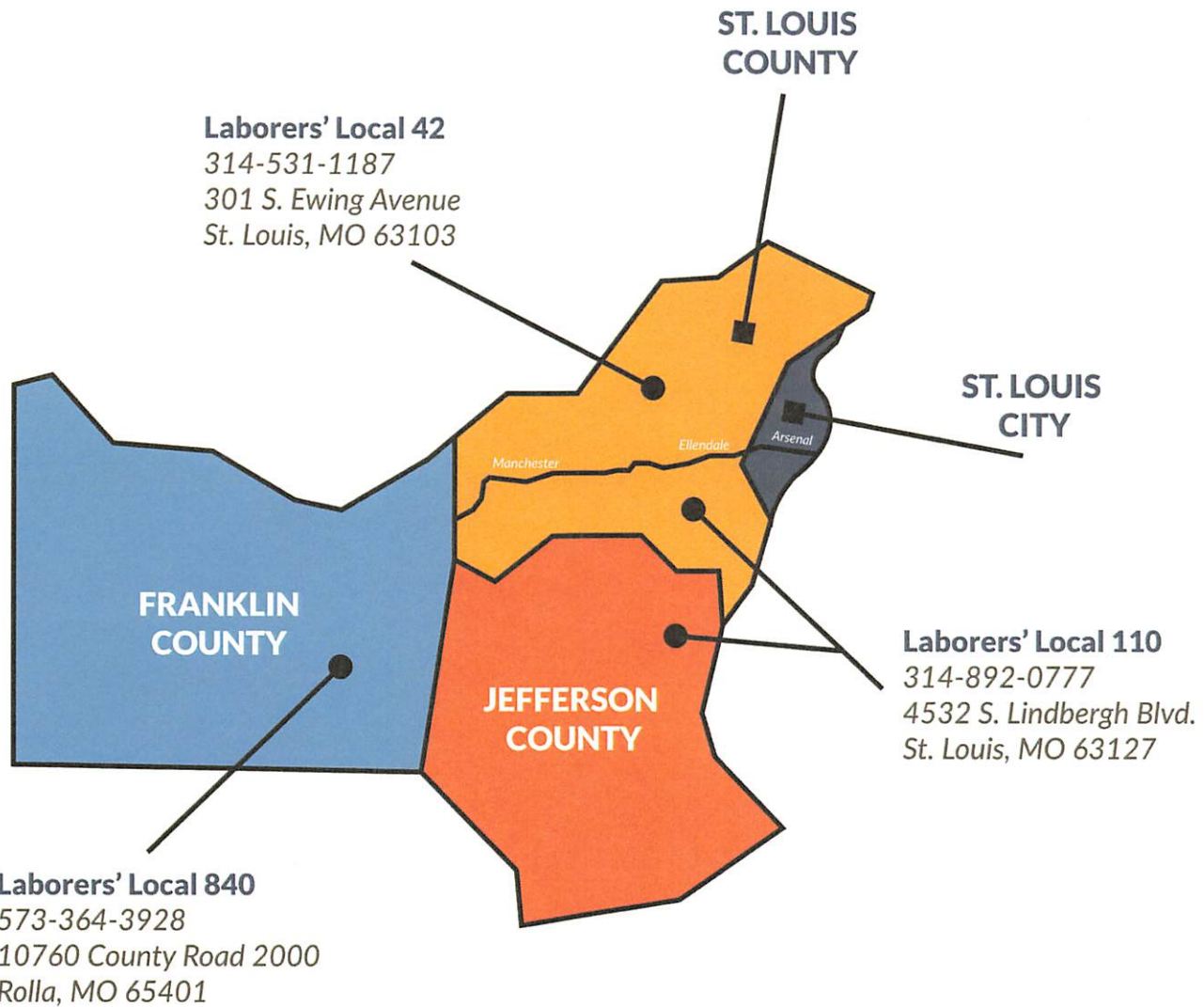
The jurisdiction of Local 42 shall be all of that on the north side of Arsenal Street to Ellendale Avenue, north on Ellendale to Manchester Road, west on Manchester to the County Line, and the north side of Manchester to the Mississippi River on the east to the Missouri River on the west and north.

**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; and the Counties of Jefferson and Washington, State of Missouri.

**Territorial Jurisdiction of Local 840:**

The jurisdiction of Local 840 shall be Franklin County.



IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 31 day of May, 2020

MISSOURI and KANSAS LABORERS'  
DISTRICT COUNCIL AND ITS  
AFFILIATED LABORERS' LOCAL  
UNIONS NO. 42,110, AND 840

BY:   
BRANDON FLINN, Business Manager  
Missouri and Kansas Laborers' District Council

I hereby certify that this is a true copy of the foregoing Agreement as signed.

  
TERRY BRIGGS  
Bituminous Paving Contractors,  
Greater St. Louis Paving Contractors Association

**(FOR USE BY CONTRACTORS  
NOT MEMBERS OF  
SITE IMPROVEMENT ASSOCIATION –  
ASPHALT PAVING DIVISION)**

“The undersigned company hereby agrees to and is bound by the 2020-2025 **Residential, Commercial and Public Works** Collective Bargaining Agreement, effective June 1, 2020, between the **Bituminous Paving Contractors of Greater St. Louis Paving Contractors Association** and the **Missouri and Kansas Laborers’ District Council** and its **affiliated Local Unions Nos. 42, 110 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 \_\_\_\_\_, 2020

**EMPLOYER:**

**MISSOURI and Kansas LABORERS’  
DISTRICT COUNCIL**

**COMPANY** \_\_\_\_\_

3450 Hollenberg Drive  
Bridgeton, MO 63044  
Phone: (314) 739-7270

**ADDRESS** \_\_\_\_\_

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

**TELEPHONE** \_\_\_\_\_

**BY** \_\_\_\_\_

**FAX** \_\_\_\_\_

**TITLE** \_\_\_\_\_

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

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

**TITLE** \_\_\_\_\_

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