

## ADDENDUM COVERING INSTALLATION OF IRRIGATION SYSTEMS

The following Addendum reflects the exceptions to the **2016-2021** Seed/Sod & Nursery Contractors of the Landscaping Division of SITE Improvement Association and Laborers Local # 110 Collective Bargaining Agreement as negotiated by the irrigation contractor members of SITE Improvement Association.

- \* \* The work rules and language shall be the same as the **2016-2021** Seed/Sod & Nursery Contractors / Laborers Local # 110 Collective Bargaining Agreement with the following changes:

### 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 installation of irrigation systems on new commercial, new residential and public works jobsites located within the City and County of St. Louis and the Counties of St. Charles, Jefferson, Franklin and Warren in the State of Missouri. Such work shall include, but not be limited to, the operation of any tools or equipment required for the installation of irrigation pipe, and the installation of low voltage wiring, heads, clocks and/or any other components of a new irrigation system. **Installation is not deemed complete until such time the installing contractor receives a certificate of completion or other written notification of acceptance of the system or portion thereof, either by the owner or the owners' designated representative.** Maintenance of existing irrigation systems is not covered.

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: tractors, water pumps, hoses, tampers, rollers (self-propelled), fine grading equipment, skid steer loaders, trenchers, compressors, mini-excavators with a gross operating weight of no greater than 12,000 pounds, and all other equipment as it directly relates to the installation of covered irrigation systems.

Article IV – Union Security –(The first paragraph shall read as follows) All employees covered by this Agreement engaged in the installation of an irrigation system on new commercial, new residential and public projects, 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 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. (Remaining paragraphs of Article IV shall remain the same.)

Article VII – Wages and Fringe Benefits –

Section 7.01: Change the words “landscaping work” to “installation of new irrigation systems”.

Section 7.02: It is agreed that the basic hourly wage rate for employees in the unit, when the employees are engaged in the installation of covered new irrigation systems as noted in Section 3.01:

Definition of types of work noted below shall be found in Article 7 of the Seed/Sod & Nursery Agreement.

Public Work Projects:

The prevailing wage shall be paid as determined by the State’s Prevailing Wage Decision for that project.

New Commercial and New Residential:

Probationary Worker *	<b>Effective 5/2/2016</b>	<b>\$12.70/hour</b>
(1 <sup>st</sup> 60 days worked)	<b>Effective 5/1/2017</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/7/2018</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/6/2019</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/4/2020</b>	<b>\$0.60/hour increase</b>

Probationary Worker *	<b>Effective 5/2/2016</b>	<b>\$13.70/hour</b>
(61 through 90 days worked)	<b>Effective 5/1/2017</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/7/2018</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/6/2019</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/4/2020</b>	<b>\$0.60/hour increase</b>

\* A probationary worker who performs covered work (installation of an irrigation system on new commercial, new residential and public projects) in greater than 90 days within a calendar year shall become a regular laborer.

**In the case of a duly authorized H2B worker functioning as a Probationary 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.**

Regular Laborer	<b>Effective 5/2/2016</b>	<b>\$17.80/hour</b>
	<b>Effective 5/1/2017</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/7/2018</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/6/2019</b>	<b>\$0.60/hour increase</b>
	<b>Effective 5/4/2020</b>	<b>\$0.60/hour increase</b>

Section 7.02A – Welfare: Effective May 1, 2016 the Employer will contribute **\$7.65** per hour for each actual hour worked by employee covered by this Agreement on covered work, except for hours worked by probationary workers, to the Greater St. Louis Construction Laborers Welfare Trust Fund.

Section 7.02B – Pension: Effective May 1, 2016 the Employer will contribute **\$1.30** per hour for each actual hour worked by employee covered by this Agreement on covered work, except for hours worked by probationary workers, to the Construction Laborers Pension Trust of Great St. Louis.

Section 7.02C – 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 Laborer’s 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 instruments.

Section 7.02D – 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 AFL-CIO Local No. 110 Supplemental Dues Funds (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 dues, 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 7.02E – 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 Employers’ 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 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 7.02F – Surety Bond and Insurance – The Employer shall secure and maintain surety bond in the minimum amount of \$10,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

Section 7.02G - Enforcement of wage payment to be paid to 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 7.03 – Supplemental dues shall be 2 ½%.

Section 7.06 – Steward – Eliminate this Section.

Section 7.13: - Overtime - All work performed after forty (40) hours in any work week or after eight (8) hours during any workday and all work performed on Saturday shall be compensated at time and one-half the regular hourly rate of pay for the work performed, except as modified. If the crew is prevented from working any regularly scheduled workday, Monday through Friday, by reason of inclement weather or other causes beyond the control of the Employer, Saturday may be worked as a make-up day at the straight time rate of pay. Work performed on Sunday and Holidays shall be paid at double the hourly rate. All overtime shall be computed at one-half hour increments.

Article VIII – Grievance Procedure and Arbitration:

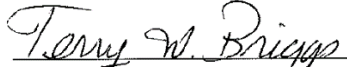
Section 8.06: No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing a written complaint with the Employer or the Union in such arbitration.

Article X – SITE Advancement Foundation (SAF): For the 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 contractor signatory to this agreement shall contribute an amount equal to \$.05 per hour for each hour worked by a regular laborer. 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.

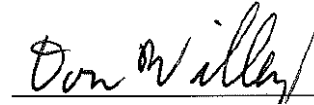
Terms of Addendum: This Addendum shall be in effect **May 1, 2016** and shall remain in effect for a period of **five (5) years** ending April 30, **2021** and shall run concurrent with the Seed/Sod & Nursery Collective Bargaining Agreement.

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

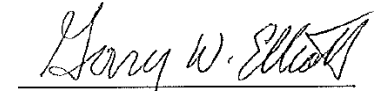
AGREED TO BY:



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



**Don Willey  
Business Manager  
Laborers' Local 110**



**Gary Elliott  
Business Manager  
Eastern Missouri Laborers District Council**