

**PLUMBER LABORERS**

MARCH 1 FEBRUARY 28

**2005 - 2010**

**AGREEMENT**

negotiated by

**THE PLUMBING  
INDUSTRY COUNCIL**

and

**LOCAL UNIONS  
NOS. 42-53-110**

affiliated with the

**EASTERN MISSOURI LABORERS'  
DISTRICT COUNCIL**

and the

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

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## **AGREEMENT**

This Agreement, made and entered into this 1st day of March, 2005, by and between the Plumbing Industry Council, hereinafter referred to as "Employer", represented as negotiating agents for and on behalf of the members of said Association, and Locals No. 42, 53 and 110, affiliated with the Eastern Missouri Laborers' District Council, and the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union", witnesseth:

The parties hereto, in consideration of their mutual promises agree as follows, to-wit:

### **SUBSTANCE ABUSE**

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

The St. Louis Construction Industry Consortium, managed by a third party administrator, is agreed to be an acceptable method of establishing a pool of tested drug-free employees.

## **ARTICLE I**

### **Recognition - Right to Hire**

**Section 1.** The Employer recognizes the Union as the sole collective bargaining agency for all plumber laborers, plumber laborer foremen, and powdermen in its employ with respect to wages, hours, and other conditions of employment, who are employed by the Employer on its work located in the City and County of St. Louis, State of Missouri.

**Section 2.** The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any persons referred by the Union, which referral shall be made non-discriminatory, or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

**Section 3.** The Employer shall be the sole judge of, and have the right to determine, the number of employees required on any job, or on any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances.

**Section 4.** The Union office provides a valuable and essential service to the Employer and the Industry in maintaining a supply of experienced workmen. In recognition of this service, and in order to maintain its efficiency, the Employer is expected to give major consideration to the Union office as a source in securing qualified employees.

**Section 5.** Should the Union claim any Employer to be in gross violation of the foregoing procedure or its intent, such claim will be processed with the Association's committee, on behalf of any member Employer as a grievance.

## **ARTICLE II**

### **Union Security**

**Section 1.** 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 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 such 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 2.** If the Union requests (in writing) 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 employment

of such employee in compliance with the request of the Union. All such requests by the Union for discharge of an employee shall be written.

**ARTICLE III**  
**Subcontractors**

**Section 1.** The Employer agrees that whenever any work covered by this Agreement is subcontracted, it shall be subcontracted only to subcontractors who agree in writing with the contractor to comply with the terms of this Agreement. It is understood that this paragraph shall be and become a part of the specifications on any work, which a contractor shall sublet in any manner to a subcontractor. It is further understood and agreed that the provisions of this section shall apply to, and bind said subcontractor for the duration of the specific project only and not for the term of this Agreement made between the Prime Contractor and the Union.

**ARTICLE IV**  
**Wages - Vacation - Welfare - Pension – Training – PIC IBF**

**Section 1. Wages:** Plumber Laborers shall be paid the following straight-time hourly wage rate and annual increases, effective on dates indicated:

	EFFECTIVE	
	3/7/05	
	\$25.22 .....	Inc. \$1.00 per hour to be paid to Vac. Fund and
FRINGE	\$ 4.10 Welfare	supp. dues of 3% of gross wages (taxable amt)
BENEFITS	\$ 3.75 Pension	
	\$ .48 Training & Apprentice	
	\$ <u>.27</u> PIC IBF	
	\$33.82 Total Package	

- Effective March 6, 2006 -- \$1.10 per hour increase to be taken in wages and/or fringes at Union's option.
- Effective March 5, 2007 -- \$1.10 per hour increase to be taken in wages and/or fringes at Union's option.
- Effective March 3, 2008 -- \$1.10 per hour increase to be taken in wages and/or fringes at Union's option.
- Effective March 2, 2009 -- \$1.10 per hour increase to be taken in wages and/or fringes at Union's option.

The Union shall have the alternative to convert any of the cents per hour wage increase provided for in this Agreement from straight wages to additional cents per hour contributions to Welfare, Pension, Supplemental Dues or other fringe benefits. If the Union desires to convert any of the future wage increases to fringe benefits or to additional Vacation Stamp amounts, it will serve written notice to the Employer at least 60 days prior to the effective date of any annual wage installment due.

**Section 1A. Plumbing Industry Council Industry Benefit Fund (PIC IBF)** In recognition of the ongoing need to promote the union plumbing industry, educate its members, and pursue constructive and mutually beneficial labor relations, the Plumbing Industry Council has been established.

In order to provide funds to the Plumbing Industry Council for use, each and every Employer signatory to this agreement shall contribute to the Plumbing Industry Council sums of money equal to \$.27 per hour for each manhour worked by each and every employee performing laborer work under this collective bargaining agreement.

The Employer shall pay the PIC contribution when the Employer contribution is otherwise paid to the Vacation Fund. All Plumbing Industry Council contributions are to be mailed to the offices of the Plumbing Industry Council.

The reporting, payment and administration of such contributions shall be governed by the terms of the by-laws creating the Plumbing Industry Council.

Employers shall encourage their laborer employees to take full advantage of all training, education and information offered through or by the Plumbing Industry Council.

**Section 2.** Plumber Laborer Foreman shall be paid \$.50 an hour above the basic hourly plumber laborer rate. Plumber Laborer General Foreman shall be paid \$1.00 an hour above the basic hourly plumber laborer rate.

**Section 3.** Powderman shall be paid \$.50 an hour above the basic hourly plumber laborer rate.

**Section 4. Apprenticeship:** Notwithstanding provisions pertaining to the hiring of

employees contained elsewhere in this Agreement, it is agreed that, except for persons who were employed at any time before March 1, 2005 as a journey level laborer on work within the area limits of this Agreement, an Employer may not continue to employ an employee hired after that date unless the employee has, within eight (8) days after commencing such employment, registered for whichever of the following training requirements is applicable, and thereafter pursues such training to completion.

- If the employee has less than 4,000 hours of documented previous construction experience, the employee must register, with a letter of intent to hire from the Employer, to enter the Construction Craft Laborers' Apprenticeship Program for Eastern Missouri. If the employee has previous construction experience, the employee may be advanced to a period of apprenticeship appropriate to the employee's documented working experience and demonstrated job skills, as determined solely by the Joint Apprenticeship Committee.
- If the employee has 4,000 or more hours of documented previous construction experience, the employee must register with a letter of intent to hire from the Employer, and enroll and complete the OSHA Safety & Health and Industry Orientation classes, by the Laborers-AGC Training Center (High Hill, MO), or other location approved by the Joint Apprenticeship Committee.

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

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

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

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

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

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

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

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

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



Period 1	50% of journey level hourly rate
1 – 499 hours of work	
Period 2	60% of journey level hourly rate
500 – 1,499 hours of work	
Period 3	70% of journey level hourly rate
1,500 – 2,499 hours of work and completion of 144 total hours of off-the-job related IEP instruction	
Period 4	80% of journey level hourly rate
2,500 – 3,499 hours of work and completion of 216 total hours of off-the-job related IEP instruction	
Period 5	90% of journey level hourly rate
3,500 – 3,999 hours of work and completion of 288 total hours of off-the-job related IEP instruction	
Journey Level	100% of journey level hourly rate
4,000 hours of work and completion of all off-the-job related IEP instruction	

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

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

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

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

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

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

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

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

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

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

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

**Section 5. Vacation Fund:** The Employer shall deduct from the basic wage rate, and withhold, one dollar (\$1.00) for each hour worked by each employee covered by this Agreement, and shall pay the amount of wages thus withheld to the St. Louis Laborers' Vacation Fund to provide vacation benefits for such employees. The amount paid to the Vacation Fund is part of wages, included in the laborers' wage rates, and shall be so considered in computation of withholding, taxes and insurance, etc. In the event an Employer party hereto performs residential work in areas covered both by this Agreement and by the Union's collective bargaining agreement with the Residential Construction Employers, the Employer, notwithstanding the provisions of Article VII hereof, shall continue to be bound by and comply with the provisions of this Article regarding the Laborers' Vacation Fund, and shall deduct the amount of the Vacation Fund contribution from the wages payable to the employees performing such work and forward it to the Vacation Fund in accordance with this Agreement.

No employee shall have the option to receive direct payment from the Employer of all or any part of the contribution due from the Employer to the Vacation Fund.

**Section 6. Welfare:** 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 under this Agreement to the Greater St. Louis Construction Laborers' Welfare Trust Fund.

**Section 7. Pension:** In addition to the per hour wage rates and the contributions to the Greater St. Louis Construction Laborers' Welfare Fund, the Employer shall contribute (specific amounts will be noted on wage schedules) per hour for each actual hour worked by employees covered under this agreement to the Construction Laborers' Pension Trust of Greater St. Louis.

**Section 8. Training:** In addition to the per hour wage rate, the Employer shall 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 AGC-Eastern Missouri Laborers' Joint Training Fund.

The Employer agrees to accept and be bound by the Agreement and Declaration of Trust creating the AGC-Eastern Missouri Laborers' Joint Training Fund including any amendments heretofore made or which may be made during the life of this Agreement to said trust instrument and further authorizes trustees of said trust to act for and on Employers' behalf in all lawful actions.

Primary purpose of the fund, as set forth in the trust instrument, shall include vocational training and advanced training of laborers in educational and informational programs designated by the trustees as necessary or desirable.

**Section 9.** Employers who accept and sign this Agreement also agree to be bound by the Agreement and Declaration of Trust creating the Greater St. Louis Construction Laborers' Welfare Fund, by the Trust Indenture creating the Construction Laborers' Pension Trust of Greater St. Louis, by the Agreement and Declaration of Trust creating the AGC-Eastern Missouri Laborers' Joint Training Fund, by the Declaration Of Trust creating the Eastern Missouri Laborers' District Council Laborers-Employers Cooperation And Education Trust, and the Second Amended Agreement and Declaration of Trust creating the St. Louis Laborers' Vacation Fund, including any amendments heretofore made or which may be made during the life of this Agreement to any of said trust instruments.

**Section 10. Bonding of Employers:** The Union shall not furnish laborers to any Employer, until such Employer has previously delivered to Laborers' Welfare Fund security for the timely and full payment of wages, fringe benefits and contributions provided herein. Said security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Collective Bargaining Agreement. This security, in the discretion of the Employer, shall be in one of the following three (3) forms:

**Section 10.1 Surety Bond:** In order to assist the Trustees in the collection of all wages, fringes and contributions provided herein, certain employers shall be required to post with the Trustees, or there authorized agent, a surety bond on the terms set forth hereinafter.

**Section 10.2 Effective Date:** Except in the case of an Employer who has made all required payments due to all the Fund(s) from March 1, 2001 to February 28, 2005, a surety bond shall be required of each employer as of March 1, 2005. In the case of an Employer who, after March 1, 2005 becomes a signatory to, or becomes bound by this, or any future Collective Bargaining Agreement, or who after March 1, 2005 fails to make required payments when due to any Fund, such bond shall be posted immediately upon such Employer becoming signatory to, or becoming bound by, such Collective Bargaining Agreement or becoming delinquent, as the case may be.

**Section 10.3 Length of Bond:** Any bond required to be posted shall be maintained for a period of sixty (60) months following the date the employer becomes signatory to, or becomes

bound this, or any previous or future Collective Bargaining Agreement (Provided all required payments to all Funds are made when due) or the date on which the Employer's most recent delinquency is cured pursuant to Section 11 herein below as the case may be.

**Section 10.4 Amount of Bond:** The Employer shall secure and maintain a surety bond in the minimum amount of \$10,000.00 to guarantee the payment of all wages, fringes and contributions provided herein and shall furnish to the Union evidence of the procurement and maintenance of said bond in such an amount.

**Section 10.5 Irrevocable Letter of Credit:** An Employer may, at its option, submit to the Trustees an Irrevocable Letter of Credit, in the same amount and for the same term as the aforementioned bond, from a commercial lending institution in a form satisfactory to the Trustees, in lieu of a Surety Bond.

**Section 10.6 Certificate of Deposit:** A one month automatically renewable certificate of deposit issued to the Laborers' Welfare Fund by a commercial lending institution in the same amount as the aforementioned bond, in lieu of a Surety Bond.

**Section 10.7 Unsecured Employer(s):** Any Employer who fails to post a security as outlined in Sections 10.1 through 10.6, shall pay fringe rates at a rate of 10% more than the "secured" Employer who has posted one of the three securities as listed in Sections 10.1 through 10.6.

**Section 11. Reporting and Delinquent Contributions:** Contributions to Greater St. Louis Construction Laborers' Welfare Fund (hereafter called "Welfare"), Construction Laborers' Pension Trust of Greater St. Louis (hereafter called "Pension"), AGC-Eastern Missouri Laborers' Joint Training Fund (hereafter called "Training"), Laborers' International Union of North America AFL-CIO Locals Nos. 42-53-110 Supplemental Dues Fund (hereafter called "supplemental dues"), Eastern Missouri Laborers' District Council Laborers-Employers Cooperation and Education Trust (hereafter called "LECET"), and to the St. Louis Laborers' Vacation Fund (hereafter called "Vacation"), 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, Training, Supplemental Dues, Vacation 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 whom contributions are due. Therefore, the Employer agrees that upon contributions becoming delinquent said Employer will pay, in addition thereto and as liquidated damages, a sum equal to twenty percent (20%) of such delinquent contributions. Further, when there are delinquent contributions due, the Union, notwithstanding any other provision in this Agreement to the contrary, following seventy-two (72) hours written notice by Welfare, Pension, Training, Supplemental Dues, Vacation, or LECET trustees or by the Union to such delinquent Employer may order cessation of all work covered by the Employer on all jobs of Employer until such reports are made and the contributions together with liquidated damages are paid.

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

**Section 12. Audits and Suits to Collect Contributions:** The Employer agrees that Welfare, Pension, Training, Supplemental Dues, Vacation and LECET shall each have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives or accountants audit and examine during the Employer's regular business hours that Employer's weekly payroll journal, individual earning records of employees, copy of Federal payroll tax returns, and other payroll records as may be necessary to allow such examiners 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 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, Training, Supplemental Dues, Vacation, 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, Training, Supplemental Dues, Vacation, LECET, and/or the Union, and in the event of any 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 13. Vacation Period:** An employee may upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed, without jeopardizing future employment on the job, provided however, that plumber laborers' work on that job is in progress on his return and that no more than one (1) employee on such job shall be on vacation leave at any one time.

**Section 14. 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 percent (3%) of gross wages (taxable income).

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

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

## **ARTICLE V**

### **Work Day - Work Week - Premium Pay**

**Section 1. Workday:** Eight (8) hours shall constitute a regular day's work beginning at 8:00 a.m. until 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1 1/2) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double time shall be paid for all work performed on Sunday or any of the following named holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day (should any of these holidays fall on Sunday, then the following Monday shall be considered as the holiday.) Overtime shall be computed at one-half (1/2) hour intervals.

**Section 2. Flexible Starting Time:** Eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours.

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

**Section 3. Optional Workday:** The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate.

If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours.

However, if Friday or any portion of the day is used to complete the workweek, each employee will be guaranteed at least eight (8) hours' work and not over ten (10) hours at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling).

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

**Section 4. Projects That Cannot Be Performed During Regular Workday:** On heavy-highway work or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$2.50 per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the \$2.50 per hour premium. All other work rules, guaranteed payment and other provisions of the Collective Bargaining Agreement shall apply when such work is being performed.



**Section 5. Shift Work:** Shifts may be established when necessary by the Employer.

**Section 5.1 Shift Hours and Rates:** Shift hours and rates are as follows:

First Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

Second Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

Third Shift: Eight (8) hours plus one-half (1/2) hour for lunch.

**Section 5.2** Shifts shall be established for a minimum of three (3) consecutive workdays.

**Section 5.3** If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operations to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift.

**Section 5.4** The first shift will be paid at eight (8) hours straight time pay for eight hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cents (\$2.50) per hour premium for eight hours (8) work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cents (\$3.50) per hour premium for eight hours (8) work.

Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which being on Friday morning and end on Saturday morning will be paid at straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1 ½); the shifts that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominantly during the early morning hours will receive third shift pay.

**Section 5.5** Nothing above prohibits the working of two (2) shifts at greater than eight hours with excess hours to be paid at overtime rate.

**Section 6 Voting Time:** RSMo 129.160-1 states 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 or herself from any services or employment in which he or 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 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 or she votes shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there are three (3) successive hours, while the polls are open in which he or she is not in the service of his or her 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 or herself as aforesaid.

If required, the employee shall have the form signed at the polling place to indicate a vote has been cast. Employer shall furnish form.

**Section 7.** If the starting of employees one-half ( $\frac{1}{2}$ ) hour lunch period is delayed beyond four and one-half ( $4\frac{1}{2}$ ) hours after starting time on the job by the Employer, employees whose lunch period is so postponed shall be paid at straight time rate for such lunch period. If lunch is eliminated, the employee shall receive one-hour of pay at the overtime rate of pay.

**Section 8.** The Employer shall pay on the job when employees are working on the job, every Friday at or before 4:30 p.m., in currency or by payroll check. Any employee compelled to wait for his pay after 4:30 p.m. on Friday of each week shall receive double time for each hour or part of an hour in which he is compelled to wait. Any Employer who fails to have sufficient funds in the bank to meet all pay checks 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.

Any employee reporting to work at the regular starting time shall receive two (2) hours pay at the prevailing rate of wages unless he has been notified previously not to report to work or unless weather conditions existing at the job site at the time of starting the job make it inefficient to proceed with the work.

Any employee who reports to work, and for whom work is provided, shall receive no less than four (4) hours pay at the prevailing rate of wages, and if he works more than four (4) hours, he shall be paid for not less than eight (8) hours for that day.

**Section 9.** When employees are transferred from one job location to another during the regular workday they must be paid for such time.

**Section 10.** The Employer shall furnish all tools, raincoats, hats, rubber gloves, goggles, and sterilized boots required in the performance of employees' duties, ice water during the summer months, sanitary drinking cups, and shall provide or arrange for access to toilet and dressing room facilities.

**Section 11.** The steward, selected by the Business Representative, shall be selected from the employees on the job or in any event from employees of the Employer. The Employer shall be advised of such steward's name. Employees shall not be discharged 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 before discharge of the steward. Appointment as steward shall in no way relieve the employee of his duties of a Plumber Laborer. Should any employee take sick on a job, or meet with an accident while at work, the steward may accompany him to immediate medical attention or the employee's home or hospital and the Employer shall pay the steward for his loss of time. If such loss of time extends after 4:30 p.m. the steward shall be reimbursed for such lost time after 4:30 p.m. at contractual overtime rates but not to exceed one (1) hour.

If overtime work is required, the Steward shall be one of the workmen who shall perform the work, provided he is capable of performing such work. Also, the Employer agrees in the event of reduction of the work force, that the employee appointed as Steward remain on the job as long as there is work of his craft, which he is capable of performing. In the event the Steward is transferred, the Employer shall notify the Union and secure concurrence from the Business Agent of such transfer. All employees shall be required to register with the job steward on the day of hire. Such registration shall consist of employee furnishing to the Steward his name and address.

**Section 12.** 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.

**Section 13.** No employee shall report for work at shop earlier than twenty (20) minutes prior to starting time, nor remain at the shop unless he is being paid for his time.

**Section 14.** If any employee is unable to be at his place of employment and attend to his work at the regular reporting time, it shall be his duty to notify his Employer in ample time so that another man may be procured to fill his place without causing slow down or stoppage of work.

**Section 15 Visiting Jobsites:** Duly authorized representatives, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the men, but shall in no way hinder the progress of the work.

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

## **ARTICLE VI**

### **Unauthorized Action**

It is further agreed that the Union shall have no financial liability for the act of its members or agents which are unauthorized and which cannot be controlled by the Union. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, promptly urge its members to return to work, if there should be a work stoppage, and promptly address a letter to the Employer that the action of the union members or agents is unauthorized. The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this agreement.

**ARTICLE VII**  
**Equal Treatment**

It is agreed that should the Union enter into an agreement with any Employer engaged in the same business activity as the Employer herein, in the same area, which provides for lower wages, other hours of work or different working conditions, then in such event the Employer herein shall have the right to adopt such change in the event he sees fit to do so.

**ARTICLE VIII**  
**Plumber Laborers' Jurisdiction**  
**of Work**

1. The excavation of trenches, laying of ALL pipe for all private storm and sanitary sewers, house drains, (or laterals beginning at the junction and foundation) and the backfilling of trenches for the above.

2. The excavation of trenches for underground sewers, drains and sump pits in building and backfilling of trenches for the above.

3. The excavation of trenches for water, steam, fire, gasoline, air, vent, oil and electric lines and the backfilling of trenches for same.

4. All blasting and drilling of rock, whether by air, steam, electric or hand tools.

5. Cutting of holes for plumbing pipes through walls or floors over (13) inches in thickness.

**ARTICLE IX**  
**Plumber Laborer Work**

**DEFINITIONS AS USED HEREIN:**

**Structure:** Any concrete, brick or other type installation including, but not limited to, tunnels and raceways through which pipes and lines are to be installed which prevent immediate contact of the lines with the backfill material or complete encasement of the lines by the backfill material. Pipe wrapping, insulation or split tile, which merely protect the line and are actually part

of the line are not classed as structures. Backfilling with wet mix concrete shall not be classed as a structure.

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

**Junction:** Connections such as Y's, Ts, and Manholes.

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

### **Heat, Power, Water, and Cooling Line Rates**

1. Hand excavation and hand backfilling for lines in trench not to be in a structure...  
Plumber Laborer Rate.

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

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

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

### **Drain Tile Rate**

5. Excavation for (not including general or footing excavation) and laying of drain tile  
around and under building ... Plumber Laborer Rate.

6. The excavation, laying and hand backfilling for storm and sanitary sewer laterals of  
non-metallic pipe of any size (diameter), limited however to such work on the site of and within

the site of Commercial, Industrial, Institutional or Residential Building or Buildings, and further limited to such work from the Building to the first junction on the site ... Plumber Laborer Rate.

## **ARTICLE X**

### **Foreman – General Foreman**

On jobs where six (6) or more men are employed, a Plumber Laborer shall be employed as a Plumber Laborer Foreman. Foremen shall receive not less than \$.50 per hour more than the regular hourly plumber laborer rate. When the Employer determines that a foreman is required to direct the work of other foremen, he shall be designated as a General Foreman. Designation as a General Foreman shall not relieve employee of his duties as a foreman. A General Foreman shall receive not less than \$1.00 per hour more than the regular hourly plumber laborer rate.

## **ARTICLE XI**

### **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 of time spent receiving further medical treatment provided the doctor requires a return visit during working hours. Employee will request a written memorandum from the doctor verifying time of appointment and time of treatment

## **ARTICLE XII**

### **Safety**

The Employer shall employ and use all means of safety for the protection of the workmen in compliance with all safety regulations and in accordance with the law.

## **ARTICLE XIII**

### **Grievance Procedure**

**Section 1.** Any difference arising between employee and the Employer with reference to any conditions of employment affecting employees subject to this contract that are not covered hereunder, or to the interpretation of this contract and any other grievances of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and Job

Steward, shall be referred to the Business Agent of the Union and the proper officials of the Employer.

**Section 2.** All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall be referred to a Board of Arbitration consisting of the Labor Relations Committee of the Employer and the Labor Relations Committee of the Union and they shall settle all such grievances. The decision of the majority of this Board shall be final and binding on all concerned.

#### **ARTICLE XIV**

##### **Strikes - Lockouts**

**Section 1.** If the Employer violates any of the terms or provisions of these Articles of Agreement, or commits an unfair labor practice against the Union or its members, or otherwise engages in conduct deemed to be unfair by the Union or to be injurious to its best interest or welfare, the Union, before taking any remedial or retaliatory action thereon, shall first serve or cause to be served, upon the Employer or his representative a notice in writing wherein the act or omission constituting such alleged violation, unfair labor practice, or unfair or injurious conduct, shall be described and demanding that said Employer, within a period of 24 hours from the time of his receipt of said notice, remedy, terminate or correct the same; if at the expiration of said 24 hour period, the Employer has failed or neglected so to remedy, terminate or correct the aforesaid act or omission, or if within said 24-hour period it is reasonably apparent that the Employer does not intend so to do, then the Union shall have the right, at any time during the term of these Articles of Agreement, to call and engage in an authorized strike or work stoppage, or to direct and cause employees to engage in an authorized refusal to handle materials, supplies and equipment and/or to direct and cause employees to engage in an authorized refusal to perform specific work assignments.

**Section 2** If the Union violates any of the terms or provision of these Articles of Agreement, or commits an unfair labor practice against the Employer, or otherwise engages in conduct deemed by the Employer to be unfair or to be injurious to its best interest and welfare, the Employer, before taking any remedial or retaliatory action thereon, shall first serve or cause to be served, upon the Business Representative of the Union, a notice in writing wherein the act or omission constituting such alleged violations, unfair labor practice, or unfair or injurious conduct shall be described and demanding that the Union within a period of 24 hours from the time of the Business Representative's receipt of said notice, to remedy, terminate, or correct the same; if at the expiration of said 24 hour period the Union has failed or neglected so to remedy, terminate or correct the aforesaid act or omission, or if within said 24 hour period, it is



reasonably apparent that the Union does not intend so to do, then the Employer shall have the right to lock out his employees.

**Section 3.** Strikes or work stoppages, refusals to handle materials, supplies and equipment, and refusals to perform specific work assignments shall be deemed to be "authorized" within the meaning of this Article, only when sanctioned, caused, ordered, incited, induced, approved or affirmed by any of the Business Representatives of the Union. Strikes or work stoppages, refusals to handle materials, supplies or equipment, refusals to perform specific work assignments, or any other types of action interfering with the services and duties of employees which are not so authorized shall be deemed to be unauthorized and there shall be no liability of any kind therefore to the Employer (or other injured persons, firms, or corporations) on the part of the Union or its officers and agents, or on the part of any of the union members other than those actually and voluntarily engaged or participating therein. The Union, however, agrees if so required in writing by the Employer to endeavor to persuade the employees involved to cease and desist from further engagement in such unauthorized conduct or activities and to certify to the Employer, in writing, that such conduct or activities are unauthorized.

**Section 4.** The Employer shall have the right to discipline employees causing, inciting or voluntarily participating in any such unauthorized conduct or activities.

**Section 5** Twenty-four (24) hours' notice shall be given prior to any strike action or lockout.

## **ARTICLE XV**

### **Changes in By-Laws and Working Rules**

Notification shall be given sixty (60) days in advance of any contemplated changes in bylaws and working rules. No changes shall be made until mutually agreed upon by parties thereto.

## **ARTICLE XVI**

### **Equal Employment Opportunity**

Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or

disabilities. Any reference to the masculine gender in this Agreement shall also be understood to mean the female gender.

## **ARTICLE XVII**

### **Termination**

The terms and provisions of this Agreement shall become effective March 1, 2005 and shall remain in force and effect until February 28, 2010. The Agreement shall renew from year to year unless either party serves written notice upon the other of a desire to terminate or modify the agreement not sooner than ninety (90) days nor later than sixty (60) days before the expiration date in any year. During any year for which the contract has been extended by the operation of the automatic renewal clause, either party shall have the right to open the contract for negotiation of wages and cost items by serving notice upon the other party thirty (30) days before the date selected for commencement of such negotiations by the party initiating the demand.

IN WITNESS IN WHEREOF, the parties have affixed their hands this first day of March 2005.

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

By: \_\_\_\_\_

Ernie Brown, Business Manager,  
Eastern Missouri Laborers' District Council

PLUMBING INDUSTRY COUNCIL

By: \_\_\_\_\_

Robert C. Mitchell, President  
Plumbing Industry Council

**TERRITORIAL JURISDICTION  
OF LOCAL 42**

The jurisdiction of Local 42 shall be all of that on the north side of Arsenal Street and the north side of Manchester to the south side of Franklin Street and the south side of Dr. Martin Luther King Drive including the south side of the street. St. Charles Rock Road from the Mississippi River on the east to the Missouri River on the west.

**TERRITORIAL JURISDICTION  
OF LOCAL 53**

The jurisdiction of Local 53 shall be all of the north side of Franklin Avenue, the north side of Dr. Martin Luther King Drive, the north side of St. Charles Rock Road to the Missouri River on the west and north and the Mississippi River on the east side.

**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 and the south side of Manchester and all of Ellendale south of Arsenal and Manchester. Bound on the south by the Meramec River west to the County Line.

**FOR USE BY CONTRACTORS  
NOT MEMBERS OF THE  
PLUMBING INDUSTRY COUNCIL**

The undersigned hereby agrees with the Union to accept and be bound by all of the foregoing Agreement, and also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days or more than ninety (90) days prior to any termination date. **TO BE SIGNED BY OWNER OR CORPORATE OFFICER.**

Company \_\_\_\_\_  
(Print)

By \_\_\_\_\_  
(Signature) (Title)

Address \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(City) (State) (Zip Code)

Telephone \_\_\_\_\_  
(Area Code)

Dated \_\_\_\_\_

Business Agent \_\_\_\_\_

Local Union No. \_\_\_\_\_