

BUILDING - OUTSTATE

**LABORERS'
JOINT AGREEMENT**

THIS AGREEMENT is entered into by and between the Builders' Association of Missouri, hereinafter referred to as the "Association" and the Western Missouri and Kansas Laborers' District Council of the Laborers' International Union of North America, hereinafter referred to as the "Union".

DECLARATION OF PURPOSES

To prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employers and employees,

To prevent waste and unnecessary and avoidable delays and expense,

To aid in securing for the employer sufficient skilled workers at all times,

To provide for labor continuous employment insofar as possible, such employment to be in accordance with the conditions herein set forth and at the wages agreed upon,

To stabilize conditions in the construction industry so that construction costs may be as low as possible consistent with fair wages and conditions,

To preserve and continue the past friendly relations between the parties hereto,

To establish the necessary procedure by which these ends may be accomplished.

To provide continuous employment for all labor classifications set forth in this agreement, insofar as possible, such employment to be in accordance with the conditions herein set forth and at the wages agreed upon.

DECLARATION OF PRINCIPLES

Both parties to this agreement believe that a uniform agreement, when adopted by the employers and the unions, would further the interests of the construction industry, and agree to use their best efforts to bring about such actions, and further believe that such a uniform agreement should contain the following principles:

There shall be no limitations as to the amount of work a laborer shall perform during the working day.

There shall be no restrictions of the use of machinery, tools or appliances.

There shall be no restrictions of the use of any raw or manufactured materials, except prison-made.

The employers are at liberty to employ and discharge whomsoever they see fit through the foreman, or direct if there is no foreman in charge, except as specified in Article X of this agreement.

The foreman shall be selected by and be the agent of the employer.

In order to give the public the lowest possible construction costs, consistent with fair wages and fair conditions of employment for workers, jobs shall not be created to afford employment.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the parties to this agreement during the term of this agreement and any renewal thereof.

It is agreed that the association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this agreement if obtained by an employer of employees represented by the unions on similar work done within the jurisdiction of this agreement.

**ARTICLE I
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 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 already members in good standing 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 day following the execution of the 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 maintain union membership in good standing as required herein shall, upon written notice to the employer by the union to such effect, obligate the employer to discharge such person. Failure by the employer to do so shall be a violation of this agreement.

Section 2. The Union agrees to indemnify the Employer and hold the employer harmless from any final determination of liability to any employees by reason of the discharge of such employee if such discharge was caused and effected by a request by the Union as provided for in the preceding paragraphs of this Agreement. At a written request from the Union for an individual laborer's date of starting employment, the Employer agrees to give in writing to the Union the laborer's starting date. The Union shall not, however, be obligated to indemnify the employer for any damages, expenses, or costs accruing, or incurred in the defense of any claims which may be made without merit or justification.

**ARTICLE II
JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the work performed in the counties of Bates, Barton, Benton, Camden, Cedar, Henry, Hickory, Johnson, Morgan, Pettis and Vernon in Missouri.

**ARTICLE III
WORK ASSIGNMENT AND JURISDICTIONAL DISPUTES**

Section 1. It is the desire and intention of all parties to minimize jurisdictional and work assignment disputes. It is therefore understood and agreed that the association will endeavor to make employee work assignments conform to established craft or bargaining unit jurisdictional lines. It is likewise understood and agreed that the union will endeavor to recognize, respect and abide by the traditional jurisdictional rights of each organization and seek to avoid claims for work assignments and jurisdiction which encroach upon the jurisdiction of other organizations.

Section 2. Consistent with the objects and purposes expressed in Section 1 of this article, it is understood and agreed that all work assignments shall conform to the following standards and be made in accordance therewith:

A. Work shall be assigned in the manner contemplated by any existing or future made agreements between the unions involved.

B. In the absence of any of the foregoing, work shall be assigned in accordance with the established practice in the local area.

C. In the absence of any of the foregoing, work shall be assigned in accordance with any agreement or understanding reached by and between the employer and the unions which have an interest therein.

D. In the absence of any of the foregoing, work shall be assigned in accordance with the established custom and practice within the employer's establishment.

Section 3. Work assignments made by the employer shall be respected by the union and the craft to which the work is assigned shall continue to perform the work in question unless and until a contrary decision is rendered pursuant to the following section.

Section 4. In the event of a jurisdictional dispute, the parties shall request the union or unions involved to meet with representatives of the union and employer to settle the dispute. If a settlement is not reached at that meeting, the union shall request that its international union assign a representative who shall make arrangements to meet representatives of the other international union or unions involved and representatives of the employer to seek settlement of the dispute. The employer may also request the international unions involved to assign representatives to seek settlement of the dispute.

The union and the employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

Construction work shall be construed to cover all work done on the site and such other work as might be done as a part of the work on the site, and all work pertaining to labor in connection with all public utilities work inside the construction property site.

**ARTICLE IV
GENERAL CONDITIONS**

The union is hereby recognized as sole and exclusive bargaining agent for all employees coming within the terms of this agreement.

The local union representatives shall be allowed to go on jobs at all places at all times wherever employees represented by the union are employed.

It shall not constitute a breach of this agreement for any employee covered by this agreement to refuse to cross any lawful, primary picket line and perform work in any instance.

There shall be no discrimination against any worker by reason of race, creed, color, age, religion or sex.

The employer will employ and use all means of safety for the protection of the workers, in compliance with all safety regulations and in accordance with the law.

Workers are to be paid the wages applicable to the work performed and in return the employers are to receive a fair and honest day's work without any slowing down or stoppage of work.

ARTICLE V SUBCONTRACTING PROVISIONS

Section 1. The terms and provisions of this section have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the employer's business and the provisions of applicable law, and for the additional purpose of establishing lawful protection against the possible diminution of the wage scales and working conditions provided for in this collective bargaining agreement.

Section 2. The employer shall not direct, require or permit any of its employees who are not included within the bargaining unit covered by this agreement to do or perform any of the work which is done or performed by those within the bargaining unit. Nor shall owners, employers or persons having a proprietary interest in the business be directed, required or permitted to do or perform any of said work.

Section 3. Nothing contained in this agreement shall be construed to prevent the right of any employer to subcontract all or any part of work awarded to it. If, however, an employer elects to subcontract out all or any part of such work, at a construction job site, then in that event, such work shall be subcontracted only to employers working under this agreement, or in the alternative, to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this agreement. No such subcontractor shall be required to enter into any agreement, as a condition of such subcontract, requiring or related to union recognition, union security or bargaining representation, or which requires the adoption of or participation in any trust fund provision.

Section 4. Nothing contained in this section shall be construed to force or require any employer to cease or refrain from doing business with any specific person or employer or otherwise require the disruption of any existing business relationship with any other person or employer.

Section 5. The purpose of this Article's clauses is to discourage contractors who are bound to this agreement from subcontracting traditional and historical work of the Laborers to non-signatory employers in order to avoid the wages and fringes and working conditions contained in this bargaining agreement. This Article shall not be used for advancing a jurisdictional dispute between two unions which are both claiming the same work. Such jurisdictional disputes shall be advanced and addressed only by Article III, Work Assignments and Jurisdictional Disputes.

**ARTICLE VI
EMPLOYMENT PROCEDURES**

Section 1. Without regard for any other limitations contained below in this article, the employer may bring into any job from any place of jurisdiction up to two laborers in the craft covered by this agreement, or twenty-five percent of all laborers employed on the job in such craft, whichever number is the greater; however, it is understood that the first laborer on the job shall be selected by the local union having jurisdiction of the area in which the job is located.

In addition to the twenty-five percent mentioned above, the unions agree to give due consideration to any employer's request for specific employees when requested by name.

Section 2. Except as provided elsewhere in this article, the employer shall not employ workers, either to start a new job or replace a worker or fill a new position on a job in progress without first calling the appropriate union office or representative and requesting a referral of applicants for the job or jobs available. The employer shall not request the referral of more laborers than the number of available jobs. Laborers referred but not employed shall be reimbursed in the amount of two hour's pay for the job they were referred to do.

Section 3. The union shall have the opportunity to fill the employer's request for laborers qualified to perform the work involved for a period of 24 hours. If the union is unable to refer applicants within the 24 hour period, the employer may avail itself of other employment sources.

Section 4. The employer shall have the right to accept or reject any job applicant. In case of reduction of forces, the employer shall have the right to select those best qualified, in the employer's opinion, to be retained as long as there is no discrimination against workers from the area of the local union that has jurisdiction of the job.

Section 5. Employees may be transferred from one job to another without being referred by the local union, provided transfer is in the same local union's territory, and the appropriate local union has been notified.

Section 6. In the event any employer is deemed in violation of this article by the union, the matter shall be settled in accordance with Article XIV, Arbitration.

Section 7. In special circumstances where conditions would appear to warrant, the association and the union agree to hold a pre-bid conference prior to bidding for the purpose of consideration of wages and working conditions.

If concessions are made, it is agreed that the wage package will be increased to the current negotiated wage and fringes for the last ten percent (10%) of the project or last ninety (90) days of the project, whichever is smaller.

**ARTICLE VII
WORKING REGULATIONS**

Section 1. Eight hours shall constitute a day's work with 30 minutes off without pay for lunch Monday to Friday inclusive. Lunch period shall be taken any time between 11:30 A.M. and 1:00 P.M. All overtime shall be at the rate of time and one-half except Sundays, and recognized holidays as stated in Section 2 of this article, which shall be paid for at the rate of double time if worked.

A) The work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the employer.

B) If an employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather. If an employee declines to work Saturday as a make-up day, such employee shall not be penalized.

C) When the employer is restricted by the owner or project specifications which prevent performance of the work as set out above, the employer may establish the regular working hours on the project to commence after 5:00 P.M., in which event employees shall be paid their regular rates of pay instead of time and one-half. Work in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the overtime rate.

D) The work week shall be Monday through Sunday. The regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day.

E) All work over ten (10) hours in a day and forty (40) hours in a week shall be at the overtime rate. The overtime rate shall be one and one-half (1-1/2) times the regular hourly rate. No single shift operation shall have a starting time prior to 6:00 A.M. and no ending time after 8:30 P.M. unless job specifications require other work hours. Work prior to 6:00 A.M. will be paid at the overtime rate.

F) The regular work day shall be either eight (8) or ten (10) hours. The Employer shall give notice the prior week as to whether the next work week shall be worked eight (8) or ten (10) hours per day. New employees covered by this Agreement who have begun work for the Employer during the middle of a work week and are scheduled to work Friday and Saturday shall work either at the normal rate of pay (if working make up days) or at the premium rate of pay as determined by the rate of pay being received by the regular crew which have been employed the entire pay period on the project.

G) In the event an employee works a day when the employee has worked less than forty (40) hours such employee shall work that full day provided that work is not stopped because of inclement weather or conditions beyond the control of the Employer. 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 to work make up days on the project while not calling in the normal crew that had been scheduled for the project. Employers working a four (4) ten (10) hour day week schedule will be allowed a Friday or Saturday make up day provided workers were prevented from working during the normal work week due to inclement weather or other conditions beyond the control of the Employer. Make up days shall not be utilized for days lost to holidays.

H) If a job can't work forty (40) hours Monday through Thursday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make up day at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Workers unable to work make up days shall not be terminated or otherwise penalized for not working make up days.

I) If an Employer has started the work week on a five-day, eight-hour schedule, and due to inclement weather misses any time, then the employer may switch to a nine or ten-hour a day schedule, at straight time, for the remainder of that work week in order to make up the lost time. All make up hours are voluntary. Employer may not use both the Saturday make up day and 10-hour make up day in the same work week.

Section 2. The following days, or days observed as such, shall be recognized as legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed, and when a holiday falls on Saturday, the Friday before shall be observed. No work shall be done on Labor Day

except to save life or property, and then only with the permission of the union having jurisdiction over the work involved.

Section 3. Overtime shall be based on one-half hour intervals. Employees working overtime shall, after six (6:00) P.M. be allotted thirty (30) minutes at straight time for lunch without deduction of pay.

Section 4. When shifts are being utilized (two or three shifts) the first shift will work eight (8) hours at straight time pay, the second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, and the third shift shall work seven (7) hours for eight (8) hours pay (fringes for full eight (8) hours shall be paid for any shift). On all shift work performed Saturday, Sunday or holidays the applicable overtime rates shall start with the beginning of the first or morning shift.

When two shifts are worked per day, the employer shall determine the starting time. When three shifts are worked per day, the starting time shall be 8:00 A.M., 4:30 P.M., and 12:30 A.M.

The No. 2 shift will be called the swing shift and the No. 3 shift starting work at twelve midnight will be called the graveyard shift.

The Swing shift workers shall receive twenty-five cents (25¢) more per hour than the first shift, and the graveyard shift shall receive fifty cents (50¢) more per hour than the first shift.

Shift work rates will not be allowed on jobs running less than three (3) consecutive days.

Section 5. All employees shall be paid in full, on the job, in cash or by check every Friday at 4:30 P.M. for all time worked up to and including quitting time Sunday preceding pay day; if not paid at 4:30 P.M., the employer shall be charged waiting time at the rate of straight time until the employees are paid, a maximum of eight (8) hours for each twenty-four (24) hour waiting period.

A). In the event of multiple layoffs, arrangements may be made between the Employer and the Local Union for paychecks to be mailed to employees within forty-eight (48) hours. The employees shall furnish their current mailing address to the Employer before leaving the job.

B) At the employer's option, the employer may implement mandatory weekly payroll payment for laborers by direct deposit. In such a case, all current laborer employees shall be given one month's advance notice, in order to make account arrangements.

Section 6. When an employee is discharged or laid off, such employee shall be paid in cash, or by check, on the job at the time of such discharge or layoff. In the event that field checks are not available on the job site, the contractor must have the employees' check post marked no later than 24 hours from discharge. When an employee is not paid promptly, such employee shall be paid straight time for waiting until paid. When an employee quits work voluntarily, such employee shall be paid at the next regular pay day.

Section 7. Workers shall report for work each working day except when the employer has notified them not to do so. It shall be the duty of the employer to notify the employees before leaving the job if there is no work on the following day, or notify the employee before such employee leaves home the next morning. If the employees are not notified that there will be no work, the employees who report shall receive one (1) hour's time for reporting, at the applicable rate (weather permitting). If employees are required to remain on the job after regular starting time, they shall be considered working.

A. On major projects in the area of this agreement, such as dams, missile sites and electric generating plants, where the majority of the crafts employed receive a showup time irrespective of the weather, then the showup provisions of this agreement shall be applicable irrespective of the weather.

Section 8. Employees covered by this agreement when put to work shall receive not less than four (4) hours pay at the applicable rate (weather permitting).

A. Any employee required to work more than four (4) hours, but less than a full day shall be paid for actual time worked, at the applicable rate (weather permitting).

Section 9. When laborers are unable to work because of the strike of some other craft, the show-up time provisions of this agreement shall not apply.

Section 10. Foremen or pushers are to be chosen by the employers and they may work at the discretion of the employer. Where as many as six (6) laborers are employed on a job, one laborer must be designated as a labor foreman or pusher and shall receive a minimum rate of seventy-five cents (75¢) per hour above the highest classification of employees working under that foreman or pusher's jurisdiction.

Section 11. The employer shall furnish rubber boots or overshoes when employees are working in water, sloppy concrete, or mud that warrants the same; also rubber coats and hats when employees are working in rain or where water drips on them. The employer shall furnish a suitable place for employees to change their clothes and eat lunch, properly heated when necessary. The employer shall furnish ice water and provide sanitary means of distribution no later than thirty (30) minutes after starting time of the shift. Reasonable toilet facilities shall be provided and same shall be kept reasonably clean.

Section 12. If the employer requires the employees to remain on the job during a stoppage of work, they must be paid continuous time.

Section 13. The foreman shall report to the craft steward and to the employer any accident which may occur upon the work. Any employee who incurs an injury on the job shall not lose any time that day while securing medical treatment for such injury at a doctor's office or hospital.

Section 14. The employer shall furnish all necessary tools including flagman jackets for each flagman.

Section 15. No employee shall be required to furnish their own tools on any job.

Section 16. No employee shall remain at the shop or job site when not employed.

ARTICLE VIII PLASTER TENDERS AND MASON TENDERS FOREMEN

Foremen or pushers are to be chosen by the employer and may work at the discretion of the employer. Where five or more employees are employed on a job, there shall be a labor foreman or pusher. Such foreman or pusher's duties shall be to look after the classes of work in general and to see that the masons and plasterers are properly tended, and shall be responsible for same. The foreman or pusher shall receive orders from the brick or plasterer foreman or superintendent of the job. It shall be the duty of employees to obey orders of the labor foreman or pusher. All employees shall perform any part of the work requested of them by the brick or plasterer foreman or superintendent without returning to the labor foreman or pusher for approval. No employee shall refuse to perform any duty requested of them by journeypersons brickmasons or plasterers. The labor foreman or pusher shall receive seventy-five cents (75¢) per hour more than any other laborer on the job.

**ARTICLE IX
OTHER CONDITIONS FOR PLASTER TENDERS AND MASON TENDERS**

Section 1. No time shall be docked while waiting for material once the work has been started.

Section 2. On finish work and small patch work the employer shall use such number of tenders that is necessary to tend the plasterers.

Section 3. The employer shall furnish all necessary tools; and any employee found willfully misusing or destroying any tools of the employer shall pay for the same or be discharged.

Section 4. No employee shall be required to carry twelve inch concrete blocks or twelve inch cinder blocks.

Section 5. All mortar men and laborers starting to work prior to regular starting time shall be paid for starting time at the rate of time and one-half.

Section 6. Where not more than two bricklayers are employed as tuckpointers a tender shall not be required by the union but may be used, however, upon request of the employer.

**ARTICLE X
STEWARD CLAUSE**

Section 1. The union may, at its discretion, appoint a laborer to act as steward on each job. If the Employer's office is not located within the geographical jurisdiction of the Western Missouri and Kansas Laborers' District Council, then the Union, at its discretion, may send or appoint a laborer to act as steward on each job. The union will notify the employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against for serving as steward.

Section 2. The steward shall be a working employee who shall, in addition to regular work, be permitted to perform during working hours such duties as steward including the adjustment of grievances as cannot be performed at other times. The union agrees that such duties shall be performed as expeditiously as possible.

Section 3. If overtime work is required the steward shall be one of the workers who shall perform the work, if the steward so desires, provided the steward is capable of performing the work. The employer agrees, in the event of reduction of the work force, the Steward shall be the last laborer on the job except for the Foreman, provided the Steward is qualified for the remaining work.

Section 4. The employer must notify the local union office before transferring a steward or terminating a steward's employment except in emergency cases. In case of dispute at the time of notification the employer and the business representative of the union will meet prior to the employment of the steward on the following work day.

**ARTICLE XI
WELFARE, PENSION, VACATION, TRAINING, SMART FUND, CISAP,
ADVANCEMENT FUNDS AND SUPPLEMENTAL DUES**

Section 1. Employers who accept and sign this agreement also agree that the trust agreement of the Construction Industry Laborers' Welfare Fund, the trust agreement of the Construction Industry Laborers' Pension Fund, the trust agreement of the Greater Kansas City Laborers' Vacation Fund, the Trust Agreement for the Apprenticeship Fund, the Trust Agreement for the SMART Fund, the Trust Agreement for the Industry Advancement Fund and the trust agreement for the Construction Industry Substance Abuse Program are part of this agreement and agree to be bound by the terms and conditions and will become parties to participate in and pay into the Construction Laborers' Welfare Fund Six Dollars and Eighty cents (\$6.80) per hour for each hour worked by employees covered by this agreement.

Section 2. The employer agrees to pay into the Construction Industry Laborers' Pension Fund Three Dollars (\$3.00) per hour for each hour worked by employees covered by this agreement.

Section 3. The employer agrees to pay into the Construction Industry Laborers' Training Program Fund thirty-seven cents (\$.37) per hour for each hour worked by employees covered by this agreement for the purpose of training laborer employees.

Section 4. The Training Program Trust Fund shall be administered jointly by an equal number of trustees appointed by the Heavy Constructors Association of the Greater Kansas City area and the Western Missouri and Kansas Laborers' District Council pursuant to such agreement and declaration of trust.

Section 5. The employer agrees to pay in addition to wages One Dollar (\$1.00) per hour for each hour worked by employees covered by this agreement into the jointly administered Greater Kansas City Laborers' Vacation Fund for each employee's vacation savings.

A. The One Dollar (\$1.00) vacation payment shall be added to the wages and the employer shall deduct all withholdings from the full amount of wages, including the One Dollar (\$1.00) per hour vacation payment, each paycheck. However, the full One Dollar (\$1.00) shall be paid into the Vacation Fund each month since the withholding will be deducted from the wages.

B. An employee may draw vacation savings out once a year as per the trustee's recommendation.

C. Vacation savings shall accumulate annually from October 1st to September 30th.

Section 6. The employer agrees to pay into the Construction Industry Laborers' Supplemental Medical and Retirement Target (SMART) Fund, a trust under 401(a) of the Internal Revenue Code, twenty-five cents (\$.25) per hour for each hour worked by employees covered by this agreement. The SMART Fund authorizes trustees to provide a defined-contribution, profit-sharing plan to plan participants.

Section 7. During the term of this agreement and continuing thereafter, and upon receipt and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the employer shall deduct from the wages of each employee covered by this agreement one dollar (\$1.00) per hour for each payroll hour.

A. Said sums shall be remitted with monthly fringe contributions as Supplemental Dues on behalf of the employee who willingly accepts and signs proper and legal authorization for such

withholding, and the reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefit programs required under this article.

Section 8. The employer agrees to pay twenty-six cents (\$.26) per hour for each hour paid to employees covered by this agreement into The Builders' Association Laborers' Industry Advancement Fund.

A. The reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefit programs required under this article.

Section 9. The employer agrees to pay five cents (\$.05) per hour for each hour paid to employees covered by this agreement into the Construction Industry Substance Abuse Program.

Section 10. Payments pursuant to sections 1,2,3,5,6,7, 8 and 9 above shall be made monthly on a form designated by the trustees to such Depository as may be designated by the trustees not later than twenty (20) days following the month in which the work was performed. Should payment be made later than twenty (20) days following the month in which work was performed, the employer agrees to add such amount due as has been determined by the Board of Trustees of the various funds due as liquidated damages.

Section 11. Employers are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trust, including, but not limited to, requiring employers to put up advance cash deposits, imposition of assessments and interest and/or liquidated damages, recovery of costs, including the cost of the audit and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an employer for delinquent fringe benefit monies dues, the employer agrees to pay, in addition to liquidated damages and interest, all litigation costs, including a reasonable attorney fee and audit costs.

In the event that an employer has failed to pay in full the amount owing to the fringe benefit funds under this Article and such failure has continued fifteen (15) days, the Union may after at least one (1) weeks' notice in writing to the employer's main office, with a copy to the Association and the Laborers' District Council, direct the employees of such employer to discontinue or refuse to work for such employer until all sums due from that employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the Trustees and may be exercised by the Union notwithstanding the arbitration provisions set forth in Article XIV.

Section 12. The employer also agrees to permit representatives of the welfare, pension, vacation, training, and SMART funds' office to examine payrolls, records and social security reports to determine amounts due the welfare, pension, vacation and training funds' office.

Section 13. It is agreed between the parties that upon an affirmative vote of the delegates of the Western Missouri and Kansas Laborers' District Council a portion of the Wages may be diverted to establish and fund the Laborer Employer Cooperation Education Trust Fund. This fund shall be jointly administered by duly appointed representatives of Management and the Union and shall provide ongoing education, training and public relations for union employers.

Section 14. This Article shall not be used for advancing a jurisdictional dispute between two unions which both are claiming the same disputed work. Such jurisdictional disputes shall be advanced and addressed only by Article III, Work Assignment and Jurisdictional Disputes.

**ARTICLE XII
CLASSIFICATIONS AND WAGE RATES**

EFFECTIVE: April 1, 2015 to March 31, 2018

General Laborer:

Carpenter Tenders, Track Men, Wreckers (alterations or entire project), Reinforcing Rod Carriers, Signal Men and all other General Laborers, Plumber Laborers, Sewer Work, Water Lines, Conduit Pipe, Drain Tile and Duct Lines, Batter Board Man on Pipe and Ditch Work, Air Tool Operators, Pier Hole Men working below ground, Jack Hammer, Chipping Hammer Operators, Material Batch Hopper Man, Scale Man, Spreader or Screed Man on Asphalt Machine, Brush Feeders on Pulverizers, Swinging Scaffold, Cement Handlers (bulk or sack).

Wage Rate \$20.71

1st Semi-Skilled Laborer:

Plaster Tenders, Hod Carriers, Brick Tenders, Stone Mason Tenders, Laser Beam Man, Cutting Torch and Burner Men, Asphalt Rakers, Barco Tamper, Jackson or any similar tamps, Power Buggy Operator, Powder Man, Mastic Kettleman, Sandblasting and Gunnite Nozzle Men, Head Pipe Layer on Sewer Work, Men working in Tunnels, Head Form Setters and Stringline Men, Hot Tar Applicator, Asbestos Abatement Worker, Lead Abatement Worker, other Hazardous Waste Abatement Workers, Vibrator Man, Concrete Saw Man and Walk-Behind Man.

Wage Rate \$22.21

Any employee whose primary duties on the project are of a cleaning and general housekeeping nature and flagman shall receive \$2.00 per hour less than the general laborer wage rate as set out in this agreement.

Effective April 1, 2016 an increase of Seventy cents (\$.70) per hour for General Laborer and for 1st Semi-Skilled Laborer shall be added to wages, or at the option of the union and by written notice to the association at least thirty (30) days prior to April 1, 2016, said increase may be applied wholly or in part to existing fringe benefit funds. In addition, the Industry Advancement Fund shall increase \$.01 per hour on April 1, 2016.

Effective April 1, 2017, an increase of Seventy-five cents (\$.75) per hour for General Laborer and for 1st Semi-Skilled Laborer shall be added to wages, or at the option of the union and by written notice to the association at least thirty (30) days prior to April 1, 2017, said increase may be applied wholly or in part to existing fringe benefit funds.

Laborers working in boilers where temperatures are in excess of 100 degrees shall work 30 minutes and rest 30 minutes out of each work hour.

On free standing chimney and stacks which extend more than 40 feet high the following high time pay will apply: \$1.00 per hour over the base rate of pay from the base of the chimney or stack column up to 100 feet high.

From 100 feet to 150 feet - \$1.25 per hour over the base rate of pay.

From 150 feet to 200 feet - \$1.50 per hour over the base rate of pay.

From 200 feet to 250 feet - \$1.75 per hour over the base rate of pay.

From 250 feet on up - \$2.00 per hour over the base rate of pay.

NOTE: It is further agreed that a scale for compressed air workers will be negotiated between the parties hereto for each particular job.

Construction Management Trainee

Employment in the classification of construction management trainee is available from May 1 through September 1 of a calendar year and may only be used for full-time (minimum 12 credit hours per semester) college or university students. The trainee must provide proof of enrollment prior to beginning work.

A construction management trainee working on a non-prevailing wage project shall be paid a wage which is the first year apprentice rate as set forth in Article XIII. In addition to wages, such trainee working on a non-prevailing wage project shall be paid the appropriate fringe benefit package for first year apprentices as set forth in Article XIII. In the event a person employed as a trainee is employed on a prevailing wage project, such person must be paid wages and fringes at the full journeyman rate.

Employment of trainees is subject to the ratio requirements for apprentices set forth in Article XIII, Section 4. An employer may employ one trainee or apprentice per three journeymen.

In the event that a person working as a construction management trainee continues working as a Laborer after September 1, such person must enroll in the apprenticeship program and comply with all requirements of such apprenticeship program in order to continue working in the industry and is not eligible for and may not be employed again under the construction management trainee classification in the future.

**ARTICLE XIII
APPRENTICESHIP**

1. An apprenticeship program established effective April 1, 2000 as set forth in the Standards of Apprenticeship was developed by The Builders' Association and Laborers' International Union of North America, Locals 264, 1290 and 663, for the trade of Construction Craft Laborer who are further defined and named under Article XII, sub-section "Classifications" of this Agreement. This apprenticeship program was placed into effect upon formal approval of the Department of Labor, Bureau of Apprenticeship and Training (B.A.T.) and appropriate state agencies. This apprenticeship program shall be a "Letter of Intent" type of program and shall be administered by the Joint Apprenticeship Committee comprised by an equal number of members of the Builders' Association and the Laborers' District Council. The Apprenticeship Standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee approved by the Kansas Apprenticeship Council and/or the Bureau of Apprenticeship Training of the United States Department of Labor are hereby incorporated by reference as part of this Agreement.

The 3-year apprenticeship program has been implemented as follows:

0 - 800 hours of credit	70% of Journeyman scale
801 - 1600 hours of credit	75% of Journeyman scale
1601 - 2400 hours of credit	80% of Journeyman scale
2401 - 3200 hours of credit	85% of Journeyman scale

3201 – 4000 hours of credit	90% of Journeyperson scale
4001 – 4800 hours of credit	95% of Journeyperson scale
4800+ hours of credit	100% of Journeyperson scale

The definition of hours of credit is hours of actual work hours plus credit for school attendance as defined in the Apprenticeship Standards.

The rates of wages for Apprentices are based on a reduction from the General Laborer and 1st Semi-Skilled Laborer classification rates of pay as established in the area Collective Bargaining Agreement. The flag person reduction does not apply to Apprentices.

3. Employers shall pay apprentices the full fringe benefits package as described in this contract, except that the pension contribution for all apprentices shall be one-half (1/2) of the normal pension contribution.

4. The employer may employ one (1) apprentice whenever three (3) journeypersons (including a foreman) are employed within the jurisdiction of this Agreement and at a ratio of three to one thereafter. Any Employer who does not normally employ three (3) journeypersons may employ one (1) apprentice for up to 25% of the total journeyperson hours worked in the previous year.

5. It is agreed that apprentices should, when possible, be moved by the employer to different types of operations so as to become adept in a variety of operations and work skills.

6. No person who has previously worked as a journeyperson laborer shall be eligible for this apprenticeship program. Decisions concerning apprentice wages and advancements shall be made by the Joint Apprenticeship Committee.

7. No apprentice shall be eligible for journeyperson status until they complete their apprenticeship as required by the Apprenticeship Standards as administered by the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee. Upon the failure of any apprentice to maintain his or her apprenticeship status in accordance with the apprenticeship standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee, the Joint Apprenticeship Committee shall notify, in writing and by certified mail, return receipt requested, the Union, the Employer and the Apprentice of such failure. Any person failing to maintain and complete their apprenticeship in accordance with the apprenticeship agreement and the apprenticeship standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee shall not be employed by the employer as a journeyperson under this agreement. The failure of any apprentice to maintain his or her apprenticeship status, in accordance with the apprenticeship standards of Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee, shall obligate the employer to discharge such person upon notice from the Union that said person has failed to maintain his or her apprenticeship status.

8. The Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee may, upon seven (7) days written notice to an employer party to this agreement, transfer any and all apprentices and/or refuse to permit employment of apprentices by any employer which employs any person who has failed to maintain their status as an apprentice, in accordance with the Apprenticeship Standards adopted by the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee and in violation of this Article XIII.

9. The Union agrees to indemnify the Employer and hold the employer harmless from any final determination of liability to any employee, by reason of the discharge of such employee if such discharge was caused and effected by a request by the Union, as provided for in the preceding paragraphs of this Agreement. At a written request from the Union for an individual laborer's date of starting of employment, the Employer agrees to give to the Union, in writing, the Laborer's starting

date. The Union shall not, however, be obligated to indemnify the employer for any damages, expenses, or cost accruing, or incurred in the defense of any claims which may be made without merit or justification.

ARTICLE XIV ARBITRATION

There shall be no stoppage of work for any reason whatsoever. Any differences that may occur between an employer or employers and the union or differences between the association and the union shall be handled in accordance with the following procedure.

Any differences will first be discussed by and between the parties involved and/or the steward, superintendent or employer. If the matter cannot be adjusted at the job level it shall be referred by either party to a representative of the union and a representative of the association. Any agreement reached in this second step will be final and binding on all parties. If, however, the representative of the union and the association cannot settle the matter satisfactorily, it may be referred by either party to the third step Arbitration Board consisting of one member appointed by the association and one member appointed by the union.

If these two arbiters cannot settle the matter within five working days they will choose a neutral third party who shall act as arbiter and the decision of the arbiter shall be final and binding upon both parties and must be in writing. If the two person Arbitration Board cannot agree on an arbiter, either the association or the union may request a list of five potential arbiters from the Federal Mediation and Conciliation Service, and after each side has struck two names, the remaining name on the list will become the arbiter and such arbiter's decision will be final and binding and must be in writing.

The expenses of the impartial arbiter from the third step will be paid by the losing party.

ARTICLE XV

Any employer not a member of The Builders' Association may receive the benefits and assume the obligations of this agreement by becoming a member of The Builders' Association and assigning bargaining rights to the association or by accepting and signing this agreement.

ARTICLE XVI EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The employers hereby agree that they will not discriminate against any employee or applicant for employment, because of race, color, religion, creed, sex, age or national origin. The employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or other forms of compensation; and selection for training.

Section 2. The union agrees that they will not discriminate against any applicant for employment or referral because of race, color, religion, creed, sex, age or national origin. The union further agrees to refer applicants for employment without discrimination as to race, color, religion, creed, sex, age or national origin. The union further agrees to place all applicants for employment on the hiring list in accordance with the applicable law and the collective bargaining agreement, and refer

them without discrimination because of race, color, religion, creed, sex, age, or national origin as their turn comes up on the hiring list, or as otherwise specified by the collective bargaining agreement, if their qualifications meet those required by the employer.

Section 3. The employer and the union agree to comply with all the provisions of Title VII of the Civil Rights Act of 1964 (Public Law 88-352) the rules, regulations and relevant orders of the Equal Employment Opportunity Commission established thereunder, Executive Order 11246 and the rules, regulations and relevant orders of the Office of Federal Contract Compliance of the U. S. Department of Labor.

**ARTICLE XVII
DRUG AND ALCOHOL POLICY**

It is understood that no employee shall be in possession of, consume or be under the influence of drugs or alcohol while at work. The joint apprenticeship committee may institute a drug-testing program for apprentices.

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program Agreement as may be amended and restated from time to time. As a condition of employment, an employer may require an employee to present a CISAP Drug card and be in good standing in the CISAP program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any employer may require testing for drugs and/or alcohol for any employee who has been involved in an accident on the job, when the Employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place, or prior to hiring a new employee. Such drug and/or alcohol test shall be carried out in a professional and scientific manner to render accurate results.

**ARTICLE XVIII
TERM**

This agreement shall be effective April 1, 2015 and shall remain in full force and effect until March 31, 2018 and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party, at least sixty (60) days prior to the expiration date.

Dated this 25th day of March, 2015.

THE BUILDERS' ASSOCIATION

Tom Greenwell

**WESTERN MISSOURI AND KANSAS
LABORERS' DISTRICT COUNCIL**

[Signature]
Business Manager

[Signature]
Laborers' Local 663